

ADDITIONAL PURCHASER TERMS

These Additional Purchaser Terms form a part of and are incorporated into the provisions of Razzall's General Terms of Use, as though they were set forth again in that document. All capitalized terms not otherwise defined in these Additional Purchaser Terms will have the meanings given to them in the General Terms of Use.

General Requirements

These Additional Purchaser Terms contain the conditions upon which Users utilize the platform to Crowd Purchase Items through their participation in a Razz or Razzes by agreeing to contribute to the purchase price of an Item listed in a Razz or Razzes or purchasing the Item through use of the Buy it Now option. By accepting the Agreement and using the Website or Services as a Purchaser, You acknowledge that all of Your Item purchases are made in accordance with the strict conditions contained herein. You understand that the Agreement, including these Additional Purchaser Terms, binds You along with the other Purchasers participating in a Razz ("**Participating Purchasers**") and You accept it as the means to govern Your interactions with the Website while participating in any Crowd Purchase of an Item offered in a Razz. Specifically, You fully acknowledge and understand that You are agreeing to purchase every Item with other purchasers who are also agreeing to purchase the Item together as a group. Every time You participate in a Razz and contribute to a purchase of any Item listed in a Razz by purchasing a Razz Spot, You fully understand You are entering into a binding legal contract with the other Participating Purchasers to collectively purchase the Item listed in that Razz and the purchase of the Item is made in accordance with these terms and conditions. These terms and conditions form the terms and conditions for every purchase and Razz You participate in as a Purchaser on Razzall's platform and every other participant has agreed to the same.

Once a Razz Spot is purchased, this Agreement becomes enforceable between any of the other Participating Purchasers who have purchased a Razz Spot for the Razz in question (the "**Parties**"). Once the transaction is concluded, it creates an agreement between only the successful Purchaser of a Razz or Razzes, or the Purchaser using the Buy it Now option, and the Seller. Razzall is not a party to this sale agreement. Razzall only provides the platform (the Website) to allow this transaction to occur. The Parties are responsible for performing any and all due diligence before entering into an agreement to purchase an Item listed in a Razz on the Razzall platform. Razzall is not responsible for examining or warranting the listings or content provided by third parties through the Services.

The following are the agreed upon terms and conditions for the purchase of every Item listed for purchase and purchased through a Razz. You acknowledge that Your use of the Website or Services binds You to these Terms and any purchase or transaction completed is in strict

accordance with these Terms. You also acknowledge and accept these Terms as forming, shaping and governing the relationship between You and all other Participating Purchasers.

Participating in a Crowd Purchase:

- a) You understand and agree that when You utilize the Website and participate in a Razz or Razzes, You do so in accordance with the conditions contained herein and Your participation in any Item purchase utilizing the Website is strictly governed by these same conditions. Your agreement to participate in a Crowd Purchase is represented by Your active selection and purchase of a Razz Spot on the platform. By selecting and paying for a Razz Spot You are depositing Your funds in an agreement to contribute to the Crowd Purchase of the Item listed in that specific Razz to which You selected a Razz Spot ("**Contribution Price**") For clarity, by doing this You fully understand that You have agreed to contribute to the purchase of the Item for which the "Razz Spot" corresponds ("**Listed Item**").
- b) You must not participate in any Crowd Purchase or utilize the Buy it Now option in respect of any Razz listing for the sale of any illegal, immoral, dangerous or sensitive Items, as determined by laws of the jurisdiction where You reside.
- c) We reserve the right to cancel any Razz listing which purports to sell illegal, immoral, dangerous or sensitive Items or which We believe are suspicious or breach these Terms in any way.
- d) The Purchasers understand and agree that it is their sole responsibility and duty to perform all necessary due diligence before entering into this Agreement to Purchase the Razz Spot or use the Buy it Now option, including research of merchantability, fitness for particular purpose, trademark clearance, or anything that could inhibit their future use and enjoyment of the listed Item in a Razz.
- e) Once a Purchaser agrees to pay a Contribution Price to a Crowd Purchase, represented by the purchase of a Razz Spot that purchase is non refundable as the funds will be used by the Selected Purchaser to complete the purchase of the Item listed in the Razz.
- f) As a condition and consideration of You being permitted to contribute to a Crowd Purchase, which is represented by Your purchase of the corresponding Razz Spot, You agree to contribute to the purchase for the benefit of the entire group and also and most specifically You fully understand and agree that You will determine amongst the group who shall receive legal possession of the Item purchased by submitting that determination to a third party random number generator ("**RNG**") that is integrated into the Website. You acknowledge that all Participating Purchasers have agreed to these terms and are buying the Item with a full and complete understanding that they may

not ever have legal title or possession of the Item, which the group of Purchasers has agreed to purchase.

- g) You and the other Participating Purchasers fully agree to purchase the Listed Item in the Razz as a collective ("**Partnership to Purchase**"), through being collectively represented by the sole Purchaser who is determined to be the Selected Purchaser by the RNG mechanism. This Partnership to Purchase holds that all the Participating Purchasers agree that only one Purchaser out of the collective will assume legal possession of the Item sold in the Razz. You and the other Purchasers as a condition of Your Partnership to Purchase agree to determine the identity of the Selected Purchaser through the use of an RNG, which will (unless otherwise expressly stated) choose only one of the Razz Spots purchased. Following the RNG selection, the Item listed in the Razz will then be purchased by the Selected Purchaser using the funds contributed to the purchase through the purchasing of Razz Spots, and such Item will be shipped from the Seller to the Selected Purchaser.
- h) For clarity, You fully acknowledge and agree, that while You are participating in a Purchase listed in a Razz along with every other Purchaser who is participating in that Purchase or Razz, You are agreeing to utilize and pool Your funds to purchase a listed Item from a Seller who has listed the Item for purchase in that Razz. You also acknowledge and agree that You fully understand and agree to determine, amongst the other Participating Purchasers, the Selected Purchaser by way of random selection utilizing the third party site www.Random.org (or other similar service), which is integrated into the platform for Your convenience.
- i) You also agree to fully indemnify the Seller from any liability whatsoever associated with shipping the Item to the Selected Purchaser. You acknowledge that the Seller is only responsible to ship the Item to the Selected Purchaser, which You have selected with the other Participating Purchasers in the Razz at random. You also acknowledge and agree that the Selected Purchaser is the person and only individual who enters into an agreement to purchase the Item from the listing Seller in a Razz. In other words, the Selected Purchaser is the only person in contract with the listing Seller when a Razz is completed and the Seller only owes obligations to the Selected Purchaser. From the Seller's perspective they are only transacting with the Selected Purchaser and owe no obligations to the other Participating Purchasers.
- j) In the event You or any other Participating Purchasers decide to Purchase the Item on Your own without any other Participating Purchasers by using the Buy it Now option, You or that Purchaser will enter into a direct purchase and sale agreement with the Seller and You or that Purchaser automatically become the Selected Purchaser for the purpose of that particular Razz or Purchase. Also, in such event, the price paid for

purchase of Razz Spots will be returned to the Participating Purchasers (other than the Selected Purchaser) and the Selected Purchaser will be solely responsible for paying the full Buy it Now price for the Item listed by the Seller. As the Selected Purchaser in these circumstances, You will be solely responsible for ensuring You have sufficient funds in Your Razz Wallet to pay for the full Buy it Now price (or balance thereof if You have previously purchased Razz Spots) prior to using the Buy it Now option.

Completion of Purchase and Sale

- a) Once a random Razz Spot is selected and the Razz is purchased by the Selected Purchaser, Razzall will notify the Seller, the Selected Purchaser and all of the Participating Purchasers (as a courtesy) of the completion, and the Selected Purchaser's address will be provided to the Seller for shipment of the Item purchased in the Razz.
- b) All Users agree to provide an accurate Shipping Address when registering an account so that the Seller of a Razz knows where to ship the Item if that Purchaser is a Selected Purchaser in any given Razz or Item purchase. You and every Participating Purchaser of listed Items in a Razz agree to indemnify the Seller for any loss or damages incurred as a result of sending the Item to the Selected Purchaser. You also understand that You are forfeiting Your rights to legal title and possession to the Selected Purchaser and cannot claim any rights whatsoever to the Item purchased from either the Selected Purchaser or the Seller.
- c) You understand and agree that You will have an opportunity for up to 48 hours after the close of the transaction to provide Your most current address. You understand and agree that should You not keep Your shipping address current, and the Item is shipped to the address listed on Your Registration Data, that Razzall and the Seller will not be liable to You for failing to deliver to Your current address.
- d) In instances where an Item is purchased through a Partnership to Purchase by a Selected Purchaser, the collective agrees to purchase the Item listed in that Razz from the Seller through the Selected Purchaser and give the Seller instructions on where to ship the Item purchased in the Razz and each member of the collective agrees that they will all indemnify the Seller and the Selected Purchaser between each other.

Warranties and Representations

- a) You understand and agree that Razzall is not responsible or liable for the quality or quantity of the Item. For greater certainty, Razzall is not liable or responsible for the Item including but not limited to the merchantable quality, fitness for particular purpose, trademark clearance, or anything that could inhibit future use and enjoyment of the Listed Item in a Razz. Any and all liability arising out of deficiencies with relation

to the quality, quantity or other issue of the listed Item lies only with the Seller but not Razzall.

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