

Terms of Use

UPNOK LLC

Last Updated: 17 June 2026

1) Introduction

These Terms of Use (“**Terms**”) are a legally binding agreement between UPNOK LLC (“**Upnok**,” “**Upnok LLC**,” “**we**,” “**our**,” or “**us**”) and you (“**you**” or “**User**”) governing your access to and use of: (a) our mobile applications published by Upnok LLC (each, an “**App**,” and collectively, the “**Apps**”); and (b) related services, features, content, and websites that link to these Terms (together with the Apps, the “**Services**”). By downloading, installing, accessing, or using any App or the Services, you agree to these Terms. If you do not agree, do not download, install, or use the Services.

2) Accounts and security

You may need an account to use certain features. You are responsible for safeguarding your device and credentials and for all activities that occur under your account. Do not jailbreak or root your device; doing so may compromise security and may cause the Apps to malfunction. We are not liable for losses resulting from unauthorized use of your account or device.

3) License and restrictions

Subject to these Terms, Upnok grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use each App on a device you own or control, solely for your personal, non-commercial use (or as otherwise expressly permitted by us).

You must not (and must not allow any third party to):

- copy, modify, adapt, translate, create derivative works of, distribute, or publicly display the Apps or any part of the Services;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas (except to the extent such restrictions are prohibited by law);
- remove, obscure, or alter any proprietary notices;
- access or use the Services for competitive analysis, benchmarking, or to build a competing product;
- bypass, disable, or interfere with security-related features; or
- use the Services in any manner that violates these Terms or applicable law.

All rights not expressly granted are reserved by Upnok LLC and its licensors.

4) Intellectual property

The Services, including software, text, graphics, logos, trademarks, service marks, photographs, videos, and other content, are owned by Upnok LLC and/or its licensors and are protected by copyright, trademark, database, and other laws. Your use does not transfer any ownership rights.

5) User content

If the Services allow you to upload, post, or transmit content (“**User Content**”), you:

- represent you have all necessary rights to do so;
- grant Upnok LLC a worldwide, royalty-free, sublicensable, transferable license to host, store, reproduce, modify, create derivative works (e.g., for formatting/display), publicly perform, publicly display, and otherwise use your User Content to operate, improve, and promote the Services; and
- are solely responsible for your User Content.

We may remove or disable access to any User Content at our discretion. We do not claim ownership of your User Content.

6) Prohibited conduct

You agree not to use the Services to:

- violate any law or rights of others;
- infringe intellectual property or privacy/publicity rights;
- upload malware or engage in activity that disrupts, damages, or interferes with the Services or networks;
- harass, threaten, defraud, or engage in hate speech;
- collect information about others without consent; or
- engage in automated use (bots, scrapers) except as expressly permitted in writing.

7) In-app purchases, subscriptions, and fees

Some Apps may offer in-app purchases, one-time payments, or auto-renewing subscriptions (“**Paid Services**”). Prices may change and taxes may apply.

Auto-renewal: Subscriptions automatically renew for the then-current term unless canceled at least 24 hours before the end of the billing period. **Trials & promotions:**

If offered, trials convert to paid subscriptions unless canceled before the trial ends. Eligibility and limitations are at our discretion.

8) Virtual items (if applicable)

Any virtual currency, items, or enhancements made available in our Apps (collectively, “**Virtual Items**”) have no real-world value, are licensed (not sold), and may be revoked, modified, or discontinued at any time. You have no property interest in Virtual Items, which are non-refundable to the fullest extent permitted by law.

9) Third-party services and open-source components

The Services may incorporate or interoperate with third-party services, SDKs, libraries, and analytics/advertising providers, each subject to their own terms. Examples used in some Upnok LLC Apps include: Google Play Services, AdMob, Google Analytics for Firebase, Firebase Crashlytics, Unity, GameAnalytics, OneSignal, AppLovin, Adjust, RevenueCat (collectively, “**Third-Party Services**”). Your use of features that rely on these Third-Party Services constitutes your agreement to their applicable terms and privacy practices. Open-source components are licensed under their respective licenses; to the extent a third-party license expressly supersedes these Terms for a component, that license will control your use of that component.

10) Network, device requirements, and updates

Certain features require an active internet connection. Data charges from your mobile provider may apply (including roaming). You are responsible for ensuring your device remains charged and compatible. We may automatically update or modify the Apps from time to time (including security updates, bug fixes, features, or content). You agree to receive and install updates to continue using the Apps. We may discontinue or suspend any part of the Services at any time.

11) Privacy

Our collection, use, and sharing of personal data via the Services are described in our **Privacy Policy**, which is incorporated by reference. By using the Services, you consent to our data practices as described there, including use of analytics and advertising technologies where applicable.

12) Disclaimer of warranties

To the maximum extent permitted by law, the Services (including Apps, content, and any output) are provided “**as is**” and “**as available**,” with all faults and without warranties of any kind, whether express, implied, or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Services will be uninterrupted, secure, or error-free, or that defects will be corrected, or that content will be accurate or complete.

13) Limitation of liability

To the maximum extent permitted by law, Upnok LLC and its affiliates, directors, officers, employees, agents, suppliers, and licensors shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages; loss of profits, goodwill, data, or other intangible losses.

14) Indemnification

You agree to defend, indemnify, and hold harmless Upnok LLC and its affiliates, officers, directors, employees, and agents from and against all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) your access to or use of the Services; (b) your User Content; (c) your breach of these Terms; or (d) your violation of any law or third-party right.

15) Export, sanctions, and compliance

You may not use, export, or re-export the Apps except as authorized by applicable export control and sanctions laws, including those of the United States. You represent you are not a prohibited party and will not make the Services available to such parties or in prohibited regions.

16) Term, suspension, and termination

These Terms remain effective until terminated. We may suspend or terminate your access at any time (with or without notice) if we believe: (a) you violated these Terms or the law; (b) we discontinue the Services; or (c) necessary to protect users, us, or third parties. Upon termination, the license granted to you ends and you must cease using and delete the Apps.

17) Changes to the Services and to these Terms

We may change or discontinue any part of the Services at any time. We may modify these Terms from time to time. If we make material changes, we will provide notice by posting the updated Terms in the Apps and/or on our website, or by other reasonable means. The updated Terms are effective when posted unless otherwise stated. Your continued use after the effective date constitutes acceptance.

18) Notices; electronic communications

You agree to receive notices and communications from us electronically (e.g., within the App, by email). Keep your contact details current. Legal notices to Upnok LLC must be sent to info@upnok.com (and, where required by law, to our registered office address).

19) Notices; electronic communications

Entire Agreement. These Terms (and any additional terms we present for specific features) constitute the entire agreement between you and Upnok LLC regarding the Services.

Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary and the remainder will remain in effect.

No waiver. Our failure to enforce a provision is not a waiver of our right to do so later.

Assignment. You may not assign or transfer these Terms; Upnok LLC may assign them without restriction.

Force Majeure. We are not liable for delays or failure to perform due to events beyond our reasonable control.

20) Product-Specific Terms — TCG Card Scanner – Kardo

20.1 Overview. TCG Card Scanner – Kardo (“Kardo”) provides AI-based tools that analyze user-submitted images of trading cards (“**Cards**”) to (a) identify card details (e.g., set, print/version, rarity, edition), (b) estimate potential market value based on third-party pricing sources, and (c) optionally assign an AI-generated grade of visual condition. Kardo is part of the Services and subject to the Terms. **If there is any conflict between this Section 20 and the rest of the Terms, this Section 20 controls for Kardo.**

20.2 Card identification & market value estimates.

(a) **AI-generated outputs.** Kardo’s identification and value estimates are automated, model-driven outputs based on the visual characteristics of the submitted image and public/third-party market data that may be delayed, incomplete, or inaccurate.

(b) **Reference only.** All card information (including title, set, print/version, rarity, edition) and pricing displayed in Kardo are **for reference and informational/entertainment purposes only** and do not reflect real-time markets, card authenticity, availability, fees, shipping, taxes, or condition factors not visible in the image.

(c) **No guarantee.** Upnok LLC makes **no guarantee** that Kardo’s identification, pricing, or other outputs are accurate, complete, current, or suitable for any purpose, and no output constitutes financial, investment, or appraisals advice.

(d) **User verification.** You are solely responsible for independently verifying all details before any purchase, sale, trade, listing, insurance, or other decision.

20.3 AI grading service.

(a) **Nature of grades.** Any grade issued by Kardo is an automated, subjective evaluative opinion of apparent visual condition based solely on the submitted image at the time of analysis. Grades are not certifications of authenticity, market value, or investment potential.

(b) **Variability.** Grades may vary across images of the same Card and may change due to model updates, lighting/background/environmental conditions, cropping, resolution, artifacts (e.g., glare, compression), or evolving standards.

(c) **No third-party recognition.** We do not warrant or represent that any marketplace, institution, or third party will recognize or accept Kardo grades.

20.4 User responsibilities and representations. By submitting an image to Kardo, you represent and warrant that:

(a) **Ownership/authorization.** You are the rightful owner of the Card and image or have full authorization to submit it;

(b) **No manipulation.** The image is clear and **not** altered or manipulated in a way that misrepresents the Card's condition (e.g., filters, retouching, edits, composites);

(c) **Lawful content.** The Card and image are not counterfeit or otherwise infringing, unlawful, or violative of any third-party rights; and

(d) **Cooperation.** You will cooperate with reasonable requests to re-capture or re-submit images where quality is insufficient.

Violations may result in suspension or termination of access to Kardo, invalidation of grades or estimates, and, where applicable, legal action, **consistent with Sections 6 (Prohibited conduct), 16 (Term, suspension, and termination), and 14 (Indemnification)** of the Terms.

20.5 License to submitted images (Kardo-specific).

(a) **Purpose-limited license.** In addition to the **User Content** license in **Section 5** of the Terms, and notwithstanding any broader marketing right in **Section 5**, you grant Upnok LLC a non-exclusive, worldwide, royalty-free, transferable, sublicensable,

perpetual license to: (i) analyze your images to provide Kardo features (identification, valuation, grading); (ii) use your images and derived data to **develop, train, test, and improve** our AI models and Services; and (iii) **use anonymized, redacted, or representative** samples (including derivatives or composites that do not reasonably identify you or your Card) for **marketing, demonstrations, case studies, or educational materials**.

(b) **No public distribution of your original images without consent.** We will **not publicly distribute or sell your original, unredacted images** beyond the uses above **without your explicit consent**.

(c) **Ownership.** You retain ownership of your images and any rights you hold in the Card itself.

20.6 Third-party data and non-affiliation. Kardo may reference or display data from marketplaces, pricing aggregators, or catalog/registry sources operated by third parties. Upnok LLC does not control and is not responsible for third-party data. All third-party trademarks and brand names are the property of their respective owners, and no affiliation, endorsement, or sponsorship is implied.

20.7 Disclaimers; limitations (Kardo-specific).

(a) **Additional disclaimers.** Without limiting **Sections 12–13** of the Terms, Upnok LLC disclaims responsibility for: (i) market movements or changes in Card value; (ii) disputes, financial losses, or reputational harm arising from reliance on Kardo outputs; (iii) inaccuracies caused by image quality, environment, model limitations, or third-party data; and (iv) authenticity determinations (Kardo does not authenticate Cards). Kardo and all outputs are provided “**AS IS**” and “**AS AVAILABLE.**”

(b) **Application of limits.** The limitations in **Section 13 (Limitation of liability)** apply fully to Kardo.

20.7.1 eBay Affiliate Disclaimer.

Kardo may include links to eBay and other third-party marketplaces through affiliate or referral programs. Upnok LLC may earn a commission or other compensation if users click on such links or complete qualifying purchases, at no additional cost to the user. The inclusion of affiliate links does not constitute an endorsement, representation, or warranty by Upnok LLC regarding any seller, listing, product, price, availability, or transaction conducted on eBay. All purchases, communications, disputes, returns, and transactions made through eBay or any third-party

marketplace are solely between the user and the applicable third party and are governed by that third party's terms and policies. Upnok LLC disclaims any liability arising from or related to transactions conducted through affiliate links.

20.8 Fees and refunds (Kardo-specific).

(a) **Non-refundable once processing begins.** All scanning and grading fees are non-refundable once processing has begun. For clarity, "**processing has begun**" when your image upload completes and the analysis job is queued on our systems or on third-party infrastructure used for processing.

(b) **App store rules apply.** If you purchase through an app store, that store's terms govern billing, renewals, and refunds, and may override this Section to the extent mandatory under the store's policies or applicable law.

(c) **Reprocessing/refunds at our discretion.** Without obligation, Upnok LLC may offer reprocessing or a refund if: (i) a technical failure prevented successful analysis; or (ii) we later determine that a systemic error produced invalid results. Our decision is final and does not waive this Section for future transactions.

20.9 Subscription Info

Upon subscribing, a limit of 20 scans per week and 200 scans per year. For the introductory offer the scan limit is 15 scans during the first week / 20 scans after the first week. For the discounted annual offer, the annual limit is 150 scans.

20.9.1 Information about Free Trials

From time to time, Upnok LLC may offer a free trial for certain subscription plans ("**Free Trial**"). Eligibility, availability, and duration of any Free Trial are offered at Upnok LLC's sole discretion and may vary by region, platform, user account history, or promotional period.

20.9.2 Automatic conversion to paid subscription

Unless you cancel your Free Trial at least 24 hours before the end of the trial period, your subscription will automatically convert to the associated paid plan, and the applicable fee will be charged to your payment method. The converted subscription will continue to renew automatically unless cancelled as described in Section 7.

20.9.3 Cancellation

You may cancel the Free Trial at any time before it ends through your app store or platform account settings. Deleting the App does not cancel the Free Trial or prevent conversion to a paid plan.

20.9.4 One-per-user limitation

Free Trials are limited to one per user/account/device, unless expressly stated otherwise. Attempting to obtain multiple Free Trials may result in termination or denial of access to future promotions.

20.9.5 App store rules

If the Free Trial is initiated through an app store (e.g., Apple App Store, Google Play), that store's terms govern initiation, cancellation, billing, and refund rights. Where any conflict exists, app store policies prevail to the extent required by applicable rules.

20.9.6 No refunds after conversion

Once the Free Trial converts to a paid subscription and the payment is processed, fees are non-refundable except where required by law or explicitly permitted under Section 20.8(c).

20.10 Use restrictions (Kardo-specific). In addition to **Section 6 (Prohibited conduct)**, you must not:

- (a) submit images of Cards you do not own or lack permission to submit;
- (b) manipulate images (including AI-generated or heavily edited images) to influence grading or pricing;
- (c) scrape, harvest, or bulk download outputs or pricing for competitive analysis or marketplace manipulation; or
- (d) rely on Kardo outputs as a substitute for professional appraisal, authentication, or your own due diligence.

20.11 Data retention. We may retain images and derived data for a period reasonably necessary to provide Kardo, support reproducibility, improve our models, and comply with law, consistent with our **Privacy Policy**.

20.12 Precedence. For Kardo, if any provision here conflicts with **Sections 5 (User content), 7 (In-app purchases, subscriptions, and fees), 9 (Third-party services and open-source components), or 12–13 (Disclaimer of warranties; Limitation of liability) of the Terms, this Section 20** prevails to the extent of the conflict.

20.13 Agreement. By using Kardo, you acknowledge and agree to **this Section 20**, the rest of the Terms, and that all final interpretations of Kardo outputs rest solely with Upnok LLC.

Appendices & Disclosures

A) Third-party services referenced by certain Apps

The Apps may rely on one or more of the following providers (non-exhaustive; subject to change): Google Play Services, AdMob, Google Analytics for Firebase, Firebase Crashlytics, Unity, GameAnalytics, OneSignal, AppLovin, Adjust, RevenueCat. Your use of features that integrate these services indicates your acceptance of their applicable terms.

B) Device and safety reminders

- Using the Apps while driving or in situations requiring full attention is dangerous. Use responsibly.
- You are responsible for device security and for any charges imposed by your carrier (including data/roaming).
- Running unofficial, rooted, or jailbroken firmware may expose your device to security risks and may cause the Apps to malfunction; we are not responsible for such issues.

C) Contact

Upnok LLC

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