

# VndFi, LLC — cndI Terms & Conditions

*Last Updated: Oct. 21, 2026*

## 1. Agreement to These Terms

VndFi, LLC ("VndFi", "we", "us", or "our") operates the cndI website, mobile applications, and related services (together, the "Service"). The Service was previously offered under the name "VndFi." These Terms of Use (these "Terms") are a binding agreement between you and VndFi and govern your access to and use of the Service. Our Privacy Policy (the "Privacy Policy") and any plan descriptions, pricing pages, or supplemental policies we post or link to in the Service are incorporated into these Terms by reference.

By creating an Account, clicking to accept these Terms, or otherwise accessing or using the Service, you agree to these Terms. If you do not agree, do not create an Account or use the Service.

**IMPORTANT NOTICE: THESE TERMS CONTAIN (1) DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON VNDFI'S LIABILITY (SECTIONS 16 AND 17), (2) AN AUTOMATIC RENEWAL PROVISION FOR PAID SUBSCRIPTIONS (SECTION 7), AND (3) A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (SECTION 21) THAT AFFECT HOW DISPUTES BETWEEN YOU AND VNDFI ARE RESOLVED. YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS AS DESCRIBED IN SECTION 21.**

## 2. Changes to These Terms

We may modify these Terms at any time. We will post the revised Terms in the Service and update the "Last Updated" date above. For changes that materially reduce your rights or increase your obligations ("Material Changes"), we will provide at least thirty (30) days' advance notice by email, in-app notice, or another reasonable method before the change takes effect. All other changes take effect when posted unless we state a later date.

Your continued use of the Service after a change takes effect constitutes your acceptance of the revised Terms. If you do not agree to a change, your remedy is to stop using the Service and close your Account before the change takes effect; if you hold a paid Subscription and do not agree to a Material Change, you may cancel and request a prorated refund of prepaid fees for the unused portion of your billing period, as described in Section 7.

Changes to Section 21 (Dispute Resolution and Arbitration) will not apply to any Claim of which VndFi had actual notice before the change took effect. No modification by VndFi under this Section requires your signature, and this Section controls over any contrary provision in these Terms.

## 3. Eligibility; Minors

You must be at least thirteen (13) years old to use the Service. The Service is not directed to children under 13, and we do not knowingly collect personal information from children under 13. If we learn that we have collected personal information from a child under 13, we will delete it and close the associated Account.

If you are at least 13 but under the age of majority where you live (18 in most U.S. states), you may use the Service only with the involvement and consent of a parent or legal guardian who has reviewed and agreed to these Terms on your behalf. A parent or guardian who permits a minor to use the Service agrees to these Terms on the minor's behalf and on their own behalf, is responsible for the minor's use of the Service, and is responsible for all fees and charges incurred through the minor's Account. Minors may not purchase a Subscription except through a parent or guardian.

If you use the Service on behalf of a business or other entity, you represent that you have authority to bind that entity to these Terms, and "you" includes that entity.

## 4. The Service

The Service lets users research, analyze, track, value, manage, and share trading-card collections and inventory. Features may include item identification through the Scanning Feature (Section 12), market and pricing information, collection and inventory tools, community features, the Rip Packs in-app game (Section 13), and tools powered by automated systems or artificial intelligence ("Automated Features," Section 14).

cncl is an independent platform operated by VndFi, LLC. VndFi is not affiliated with, endorsed by, or sponsored by any manufacturer, publisher, licensor, grading company, marketplace, or rights holder of any product or brand that appears in the Service. VndFi is not a party to any transaction between you and any other person, does not act as a broker, dealer, auctioneer, or agent for any buyer or seller, and does not hold, inspect, authenticate, or take custody of any item.

## 5. Your Account

You need an account ("Account") to use most features of the Service. You may register with an email address and password or with a supported third-party sign-in service (for example, Google or Apple). To maintain your Account, you must:

- provide accurate, current, and complete registration information and keep it updated;
- own and control the email address or sign-in credential linked to your Account;
- not create an Account for anyone else without their express permission.

You are responsible for all activity that occurs through your Account, whether or not you authorized it, and for keeping your credentials secure. Notify us immediately at [admin@vndfi.com](mailto:admin@vndfi.com) if you suspect unauthorized access. VndFi is not liable for any loss caused by unauthorized use of your Account that results from your failure to safeguard your credentials.

We may change your username if we believe such action is appropriate. You may not include a domain name or URL in your username. Accounts, usernames, and badges are not your property, and you may not sell, transfer, or license them.

## 6. Free and Paid Plans

**Plans.** VndFi offers a free Account and one or more paid subscription plans (each, a "Subscription") for cncl. The features, usage limits, and pricing for each plan are described on our pricing page or at the point of purchase.

**Free Accounts.** Free Accounts provide access to a limited set of features at no charge, are provided with no service-level commitment, may display promotional messages, and may be subject to limits on usage, data access, storage, number of items, or other features. We may change, limit, or discontinue free features at any time. We may close a free Account that has been inactive for twelve (12) consecutive months after giving at least thirty (30) days' notice to the email address on file.

**Upgrading.** You may upgrade at any time. Upgrades take effect immediately. We will charge you a prorated amount for the remainder of the current billing period, and your next renewal will be billed at the new plan's rate.

**Downgrading.** You may downgrade at any time. Downgrades take effect at the end of your current billing period, and you keep paid features until then. Afterward, the features and limits of the lower plan apply. Data

that exceeds the lower plan's limits may become read-only or hidden. We will not delete data solely because of a downgrade without first giving you at least thirty (30) days' notice and an opportunity to export it or to upgrade.

**Changes to Plans.** We may add, remove, or change features in any plan and create or retire plans. If we materially reduce the features of a paid plan to which you are subscribed, we will give you at least thirty (30) days' advance notice, and you may cancel before the change takes effect and receive a prorated refund of prepaid fees for the unused portion of your billing period.

## **7. Subscriptions, Fees, Renewal, and Refunds**

**Billing Periods.** Subscriptions are offered on a monthly ("Monthly Subscription") or annual ("Annual Subscription") basis. By purchasing a Subscription, you agree to pay the initial fee and all recurring fees at the then-current rate until you cancel or your Subscription ends.

**Payment Authorization.** You authorize VndFi and its payment processors to charge your payment method at purchase and at each renewal for the Subscription fee plus any applicable taxes, and to store your payment method for that purpose. Prices exclude taxes unless stated otherwise, and you are responsible for all applicable taxes other than taxes on VndFi's income. If your payment method's details change, your card issuer may provide us updated details, which we may use to continue charging you.

**AUTOMATIC RENEWAL: YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH BILLING PERIOD FOR A PERIOD OF THE SAME LENGTH (ONE MONTH OR ONE YEAR), AND YOUR PAYMENT METHOD WILL BE CHARGED THE THEN-CURRENT FEE FOR YOUR PLAN PLUS APPLICABLE TAXES, UNTIL YOU CANCEL. YOU CAN CANCEL AT ANY TIME IN YOUR ACCOUNT SETTINGS (OR, FOR APP STORE PURCHASES, IN YOUR APP STORE ACCOUNT SETTINGS). TO AVOID BEING CHARGED FOR THE NEXT PERIOD, YOU MUST CANCEL BEFORE YOUR RENEWAL DATE.**

**Renewal Reminders.** For Annual Subscriptions, and wherever else required by applicable law, we will send you a reminder before your Subscription renews, stating the renewal date, the amount to be charged, and how to cancel.

**Price Changes.** We may change our fees at any time. We will notify you of any price increase at least thirty (30) days before it applies to you, and the increase will take effect at the start of your next billing period after the notice period ends. If you do not cancel before then, you agree to pay the new price. We may reduce fees or offer temporary promotions without notice.

**Free Trials and Promotions.** If we offer a free trial or promotional price, the specific terms will be disclosed at sign-up. Unless you cancel before the trial or promotional period ends, your Subscription will automatically convert to a paid Subscription at the then-current regular rate, and your payment method will be charged. We may limit eligibility for trials and promotions, including to one per person or household.

**Failed Payments.** If a charge is declined, we may immediately suspend your paid features and may retry the charge. If a new eligible payment method is successfully charged, your Subscription will be reactivated and your new billing period will begin on the date of that charge. If we cannot successfully charge an eligible payment method, we may end your Subscription and revert your Account to a free Account. You remain responsible for any amounts owed.

**Cancellation.** You may cancel at any time from your Account settings. Cancellation takes effect at the end of your current billing period. You will keep paid features until then, after which your Account reverts to a free Account.

**Refunds.** ALL FEES ARE NONREFUNDABLE, AND WE DO NOT PROVIDE REFUNDS OR CREDITS FOR PARTIAL BILLING PERIODS, UNUSED FEATURES, OR PERIODS IN WHICH YOU DID NOT USE THE SERVICE, except: (a) as

required by applicable law; (b) where we terminate your Subscription without cause under Section 20, in which case we will refund prepaid fees for the unused portion of your billing period; and (c) as expressly provided in Sections 2 and 6. Any other refund or credit is at our sole discretion and does not entitle you to future refunds or credits.

**Chargebacks.** If you dispute a charge with your card issuer instead of contacting us first, we may suspend your Account until the dispute is resolved. Contacting us at [admin@vndfi.com](mailto:admin@vndfi.com) is usually the fastest way to resolve billing issues.

## 8. App Store Purchases and Mobile Apps

If you obtain the cndl mobile app or purchase a Subscription through the Apple App Store, Google Play, or another app store (each, an "App Store"), the App Store's terms also apply, and billing, cancellation, and refunds for those purchases are handled by the App Store under its policies. VndFi cannot issue refunds for App Store purchases.

If you download the app from the Apple App Store, you and VndFi acknowledge that: (a) these Terms are between you and VndFi only, not Apple, and VndFi (not Apple) is solely responsible for the app and its content; (b) your license to the app is limited to use on Apple-branded products you own or control, as permitted by the App Store's usage rules; (c) Apple has no obligation to provide maintenance or support for the app; (d) to the maximum extent permitted by law, Apple has no warranty obligation for the app, and if the app fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price (if any) for the app; (e) VndFi, not Apple, is responsible for addressing any claims relating to the app, including product liability claims, claims that the app fails to conform to legal or regulatory requirements, and consumer protection or privacy claims; (f) VndFi, not Apple, is responsible for the investigation, defense, settlement, and discharge of any third-party claim that the app infringes intellectual property rights; (g) you represent that you are not located in a country subject to a U.S. government embargo or designated as a "terrorist supporting" country and are not on any U.S. government list of prohibited or restricted parties; (h) you must comply with applicable third-party terms when using the app; and (i) Apple and its subsidiaries are third-party beneficiaries of these Terms with respect to the app and may enforce them against you.

We may automatically download and install updates to the app on your device. Some features require device permissions (for example, camera access for the Scanning Feature), which you can manage in your device settings.

## 9. Privacy, Advertising, and Data

**Privacy Policy.** Our collection and use of personal information is described in our Privacy Policy, which explains what we collect, how we use and share it, and the choices and rights available to you, including any rights under state privacy laws. By using the Service, you acknowledge that we will process your information as described in the Privacy Policy. Our use of cookies and similar technologies is also described there.

**Advertising.** The Service may display advertisements, promotions, and sponsored content, including on, near, or in connection with your User Submissions, and you agree that we may do so without compensation to you. We may use information we collect about you, and information from advertising and analytics partners, to personalize offers and advertisements. We do not sell your personal information for money. Where our advertising practices constitute "selling," "sharing," or "targeted advertising" under applicable state law, you may opt out as described in the Privacy Policy, and we honor recognized opt-out preference signals as required by law.

**Aggregated and De-identified Data.** We may collect, compile, and use aggregated, anonymized, or de-identified data derived from use of the Service, including collection, inventory, pricing, valuation, transaction,

and usage data, for any lawful purpose, including to operate, analyze, and improve the Service, to develop new products and features, to train and improve our models, and to create and commercialize market data, indices, and reports. Such data does not identify you, and VndFi owns all rights in it.

**Usage Limits.** We may set reasonable limits on use of the Service (for example, on the volume of data you submit or the number of requests you make) to keep the Service stable and fair. These are in addition to your plan's limits. We will give reasonable notice of new limits where practicable.

## 10. Permitted Use; License to You

Subject to your compliance with these Terms, VndFi grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for your own personal use or for the internal operation of your own collecting, trading, or reselling activities, including tracking, valuing, and managing your own collection or inventory.

This license does not permit you to (a) resell, rent, lease, sublicense, or provide the Service or access to it to any third party; (b) use the Service or Content to build or support a competing product or service; (c) republish, redistribute, or commercially exploit Content, pricing data, or other Service data, other than limited references to values of your own items in your own listings or communications with attribution to cndl where practicable; or (d) use the Service in any manner prohibited by Section 11. All rights not expressly granted are reserved by VndFi and its licensors.

## 11. Acceptable Use and Content Standards

The Service may include profiles, forums, comments, sharing tools, and similar features ("Interactive Features"). Any text, images, data, or other content you post, upload, scan, or submit to the Service is a "User Submission." You agree that you will not, and will not attempt to, and that your User Submissions will not:

- violate any law or regulation, or infringe, misappropriate, or violate any intellectual property, publicity, privacy, or other right of any person;
- be fraudulent, false, misleading, or deceptive, including misrepresenting the identity, condition, grade, authenticity, provenance, or value of any item;
- be obscene, sexually explicit, pornographic, violent, threatening, abusive, harassing, hateful, defamatory, or discriminatory on the basis of race, sex, religion, nationality, disability, sexual orientation, age, or any other legally protected characteristic, or otherwise objectionable as determined by VndFi in its sole discretion;
- contain political or religious content, or otherwise be unrelated to the purpose of the Service;
- stalk, exploit, or harm anyone (including minors), expose anyone to inappropriate content, or request personal information in violation of law;
- impersonate cndl, VndFi, any VndFi employee, or any other person or entity, or misrepresent your affiliation with any person or entity;
- post anyone else's private or confidential information without permission;
- transmit spam, chain letters, contests, sweepstakes, or other unsolicited commercial solicitations, or offer to buy or sell goods or services through Interactive Features except where we expressly permit it;
- transmit viruses, worms, or other harmful code, or interfere with or disrupt the Service or the servers or networks used to provide it, including by hacking or defacing any part of it;

- access, scrape, crawl, data-mine, index, or collect Content or data from the Service using any robot, spider, script, or other automated or manual means, or systematically download Content to build a database, without our express prior written consent;
- reverse engineer, decompile, disassemble, modify, adapt, translate, or create derivative works of the Service, except to the extent applicable law expressly permits despite this restriction;
- frame or mirror any part of the Service, or remove or obscure any proprietary notice;
- create Accounts or access the Service through unauthorized or automated means, or circumvent any usage limit, access control, or security measure;
- buy, sell, or transfer any Account, username, or data obtained from us, or solicit or use other users' credentials or access tokens;
- misuse any reporting, dispute, or appeals process, including by submitting fraudulent or groundless reports;
- use the Service in any way that could harm VndFi or its users or expose them to liability, as determined by VndFi; or
- encourage or assist anyone else to do any of the foregoing.

We may, but have no obligation to, monitor, review, or remove any User Submission or activity. We cannot ensure prompt removal of objectionable material and, to the maximum extent permitted by law, have no liability for any action or inaction regarding content provided by any user or third party.

## 12. Camera Scanning Feature

If you use the scanning feature (the "Scanning Feature"), the app will access your device's camera, with your permission, to capture images of trading cards and other items in order to identify them and add them to your Account. You are responsible for ensuring images are clear enough for accurate identification. You may not use the Scanning Feature to infringe third parties' rights, including by reproducing or distributing copyrighted images beyond what is needed to catalog your own items.

Scanned images are User Submissions. We use them to identify items, to provide the Service to you, and, as described in the Privacy Policy, to improve the accuracy of our identification systems and train our models. We retain scanned images for as long as needed for these purposes or as described in the Privacy Policy, after which they are deleted or de-identified. We do not sell your scanned images, and we do not share them with third parties except with service providers acting on our behalf, as required by law, or as otherwise described in the Privacy Policy.

IDENTIFICATIONS PRODUCED BY THE SCANNING FEATURE MAY BE INACCURATE OR INCOMPLETE, INCLUDING DUE TO IMAGE QUALITY, LIGHTING, DEVICE CAMERA LIMITATIONS, OR ITEM CONDITION. YOU ARE SOLELY RESPONSIBLE FOR VERIFYING ANY IDENTIFICATION BEFORE RELYING ON IT.

## 13. Rip Packs Feature

**An In-App Game Only.** The cndl Rip Packs feature (the "Rip Packs Feature") is an in-app entertainment game provided by VndFi, LLC. It lets users create virtual packs from the digital records of items in their cndl collection ("Virtual Packs") and open, or "rip," those Virtual Packs for fun. Virtual Packs, and every card shown when one is ripped, are only digital representations inside the Service. They are not physical items, claims to physical items, or proof of ownership.

**Not Gambling, Sales, Raffles, or Auctions.** The Rip Packs Feature must not be construed as cndl or VndFi, LLC offering, operating, sponsoring, or facilitating any:

- gambling, betting, wagering, or game of chance;
- lottery, raffle, sweepstakes, or contest;
- sale, auction, consignment, or brokerage of cards or other items; or
- paid "break," trade, or exchange of cards or other items.

Neither cndI nor VndFi, LLC condones gambling. No purchase, payment, or other consideration is required to use the Rip Packs Feature. Virtual Packs and rip results:

- have no monetary or real-world value;
- cannot be purchased, sold, exchanged, cashed out, or redeemed for money, physical cards, merchandise, credits, or anything else of value, whether from cndI, VndFi, LLC or anyone else; and
- do not change who owns any physical item.

**Not a Sale or Transfer of Cards.** Creating or ripping a Virtual Pack is not a sale, transfer, assignment, or offer of any card or other item. Placing an item in a Virtual Pack does not offer it for sale, and ripping a Virtual Pack that contains a record of another user's item gives no right, title, or interest in that item. cndI and VndFi, LLC do not sell, buy, list, process payment for, ship, hold, or take custody of any card. Any arrangement between users to buy, sell, trade, or give away an item is made entirely outside the Service, solely between those users and at their own risk. cndI and VndFi, LLC are not a party to any such arrangement (see Sections 4 and 23).

**Right to Disable.** VndFi, LLC reserves the right, in its sole discretion and at any time, with or without notice, to modify, suspend, restrict, or disable the Rip Packs Feature, in whole or in part, for any user or for all users, and to remove any Virtual Pack. Because Virtual Packs have no value, you are not entitled to any compensation or refund if the Rip Packs Feature or any Virtual Pack is changed, suspended, or removed.

## 14. Automated Features; Market Data

Certain features, including item identification, pricing estimates, valuations, trend data, and recommendations, are generated by automated systems, algorithms, or artificial intelligence. Outputs of Automated Features are probabilistic estimates. They may be inaccurate, incomplete, outdated, or entirely wrong (including content that appears plausible but is fabricated), and they may differ from what any buyer would actually pay. Market and pricing data may come from third-party sources we do not control, may be delayed, and reflects only a single point in time.

You are solely responsible for evaluating any output before relying on it and for any decision you make based on it. You may not represent outputs of Automated Features as a professional appraisal, grade, or authentication.

## 15. Not Investment Advice

The Service and all Content are provided for general informational purposes only. VndFi does not provide legal, tax, accounting, investment, financial, appraisal, grading, authentication, or other professional advice, and nothing in the Service is a recommendation to buy, sell, hold, or finance any item. The Content does not take into account your individual circumstances. VndFi is not your fiduciary, broker, or advisor. Consult qualified professionals before making financial, tax, or business decisions.

Buying, selling, trading, holding, or financing trading cards and other collectibles involves substantial risk, including the risk of total loss. Collectibles markets can be illiquid and volatile. Past market values do not guarantee future values. You alone bear these risks.

The Service includes content from third parties, including other users and data licensors ("Third-Party Content"). Third-Party Content reflects only the views of its provider, and VndFi does not verify, endorse, or

take responsibility for it. We do not verify the condition, authenticity, ownership, or suitability of any item, listing, or data shown through the Service.

The Service may link to third-party websites and services, which we do not control and for which we are not responsible. YOUR USE OF ANY THIRD-PARTY SITE, SERVICE, OR CONTENT IS AT YOUR OWN RISK AND IS GOVERNED BY THAT THIRD PARTY'S TERMS AND POLICIES. We may block links to the Service at any time.

## **16. Disclaimer of Warranties**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, ALL CONTENT, AND ALL OUTPUTS OF AUTOMATED FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. VNDFI AND ITS AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND SERVICE PROVIDERS (THE "VNDFI PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

**WITHOUT LIMITING THE FOREGOING, THE VNDFI PARTIES DO NOT WARRANT THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (B) ANY CONTENT, IDENTIFICATION, VALUATION, OR OTHER OUTPUT WILL BE ACCURATE, COMPLETE, OR RELIABLE; (C) ANY DATA YOU STORE IN THE SERVICE WILL NOT BE LOST OR CORRUPTED; OR (D) ERRORS WILL BE CORRECTED. YOU ARE RESPONSIBLE FOR MAINTAINING YOUR OWN COPIES OF ANY DATA YOU CONSIDER IMPORTANT.**

Some jurisdictions do not allow the disclaimer of certain implied warranties, so some of the above may not apply to you. In that case, any implied warranty is limited to the shortest duration and the minimum scope permitted by law.

## **17. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:**

**(A) IN NO EVENT WILL THE VNDFI PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF THE VALUE (INCLUDING SENTIMENTAL VALUE) OF ANY ITEM, OR COST OF SUBSTITUTE SERVICES, ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICE, INCLUDING YOUR USE OF OR INABILITY TO USE THE SERVICE, YOUR RELIANCE ON ANY CONTENT, IDENTIFICATION, VALUATION, OR OTHER OUTPUT, ANY TRANSACTION YOU ENTER INTO, ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR DATA, OR THE CONDUCT OF ANY USER OR THIRD PARTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER THEORY, AND EVEN IF A VNDFI PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**(B) THE TOTAL AGGREGATE LIABILITY OF THE VNDFI PARTIES FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (1) THE AMOUNTS YOU PAID TO VNDFI FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE LIABILITY, OR (2) ONE HUNDRED U.S. DOLLARS (US\$100).**

**(C) THESE LIMITATIONS APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND THEY ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND VNDFI.**

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, such as liability for fraud or, in some jurisdictions, for gross negligence, willful misconduct, or death or personal

injury caused by negligence. In jurisdictions that do not allow certain exclusions or limitations, the VndFi Parties' liability is limited to the fullest extent permitted by law.

**Time Limit to Bring Claims.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES, OR IT IS PERMANENTLY BARRED.

## 18. Intellectual Property; User Submissions; Feedback

**VndFi Property.** The Service and all content, software, code, data, databases, compilations of data (including pricing and market data), text, graphics, images, designs, and the selection, arrangement, and presentation of the foregoing, other than User Submissions and Third-Party Content (together, "VndFi Content"), are owned by VndFi or its licensors and are protected by copyright, trademark, patent, trade secret, database, and other laws. "cndl," the cndl logo, "VndFi," the VndFi logo, and related marks are trademarks of VndFi, LLC. Nothing in these Terms grants you any right to use any cndl, VndFi, or third-party trademark. Other trademarks shown in the Service belong to their respective owners. "Content" in these Terms means VndFi Content, Third-Party Content, and User Submissions, collectively.

**Your Ownership.** As between you and VndFi, you retain ownership of your User Submissions, subject to the license below.

**License to VndFi.** By submitting a User Submission, you grant VndFi and its affiliates, successors, and assigns a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, transferable, and sublicensable (through multiple tiers) license to use, host, store, reproduce, modify, adapt, translate, create derivative works of, publicly perform, publicly display, distribute, and otherwise exploit that User Submission, in any form, media, or technology now known or later developed, for the purposes of operating, providing, promoting, and improving the Service and VndFi's current and future products and services, including training and improving our models and creating aggregated or de-identified data, without compensation or attribution to you. This license survives deletion of your User Submissions and termination of your Account, except that we will stop publicly displaying User Submissions you delete within a commercially reasonable time (copies may remain in backups and in aggregated or de-identified data). To the extent permitted by law, you waive, and agree not to assert, any moral rights or rights of attribution in your User Submissions.

**Name and Activity.** You permit VndFi to display your username, profile picture, and information about your activity (such as likes and follows) in connection with accounts, content, offers, and sponsored content you follow or engage with, without compensation to you, subject to your privacy settings.

**Your Representations.** You represent and warrant that you own or have all rights necessary to submit each User Submission and to grant the license above, and that your User Submissions and our use of them as permitted by these Terms will not infringe or violate any third party's rights or any law. You are solely responsible for your User Submissions. User Submissions are not confidential.

**Feedback.** If you send us suggestions, ideas, or other feedback about the Service ("Feedback"), you assign to VndFi all rights in that Feedback, and VndFi may use it for any purpose without restriction, obligation, or compensation to you.

## 19. Copyright Infringement Policy

VndFi respects intellectual property rights and responds to notices of alleged copyright infringement. If you believe material in the Service infringes your copyright, send a written notice to our designated copyright agent that includes: (1) your physical or electronic signature; (2) identification of the copyrighted work claimed to be infringed; (3) identification of the allegedly infringing material and information reasonably sufficient for us to locate it; (4) your contact information, including address, telephone number, and email; (5) a statement that

you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (6) a statement, under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

Knowingly misrepresenting that material is infringing, or that it was removed by mistake, may expose you to liability. In appropriate circumstances, we will terminate the Accounts of users who are repeat infringers.

## **20. Suspension, Termination, and Enforcement**

**By You.** You may stop using the Service and close your Account at any time by following the instructions in your Account settings. Paid Subscriptions are subject to Section 7.

**By VndFi for Cause.** We may, without notice, suspend or terminate your Account or access to all or part of the Service, remove or refuse to post any User Submission, and take any other action we consider appropriate if we believe in good faith that you have violated these Terms or our policies, created risk or legal exposure for VndFi or others, engaged in fraudulent or illegal activity, or repeatedly infringed others' rights, or where required by law. If we terminate your Account for cause, you will not receive a refund, and we have no obligation to retain or provide you any of your data.

**By VndFi Without Cause.** We may also suspend or terminate your Account, or discontinue all or part of the Service, at any time for any other reason, including to mitigate legal or regulatory risk. If we do so without cause, we will, where reasonably possible, give you at least thirty (30) days' notice and an opportunity to export your collection and inventory data, and we will refund prepaid Subscription fees for the unused portion of your billing period.

**Notice.** Where reasonably possible and lawful, we will notify you before or promptly after suspending or terminating your Account and, upon request, explain the reason, unless doing so could compromise an investigation, the security of the Service, or the safety of others.

**Investigations.** We may investigate suspected violations and may cooperate with law enforcement, regulators, and court orders, including by disclosing information about you as permitted by law and the Privacy Policy. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU WAIVE AND HOLD HARMLESS THE VNDFI PARTIES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN IN GOOD FAITH IN CONNECTION WITH ANY SUCH INVESTIGATION OR DISCLOSURE.

**Effect of Termination.** Upon termination, your license to use the Service ends immediately. Except as provided above, VndFi will not be liable to you or any third party for any suspension or termination.

## **21. Dispute Resolution and Arbitration**

**PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO RESOLVE DISPUTES WITH VNDFI THROUGH INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND IT LIMITS HOW YOU CAN SEEK RELIEF.**

**(a) Agreement to Arbitrate.** You and VndFi agree that any dispute, claim, or controversy arising from or relating in any way to these Terms, the Privacy Policy, the Service, or your relationship with VndFi, whether based on contract, tort, statute, fraud, or any other legal theory, and whether arising before or after you agreed to these Terms (each, a "Claim"), will be resolved exclusively by final and binding individual arbitration, except as provided in Section 21(c). The arbitrator, and not any court, has exclusive authority to resolve all disputes about the interpretation, applicability, enforceability, or formation of this arbitration agreement, except that a court has exclusive authority to decide disputes about Sections 21(e) and 21(g). This Section is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA").

**(b) Informal Dispute Resolution.** Before starting arbitration or a small-claims action, the party asserting a Claim must send the other a written notice ("Notice of Dispute") describing the Claim and the relief sought and including the claimant's name, Account email address, and signature. Notices to VndFi must be sent to admin@vndfi.com and 30 N Gould St #61031, Sheridan, WY 82801. The parties will attempt in good faith to resolve the Claim informally, including through a telephone or video conference if either party requests one (which you must personally attend, with your counsel if you are represented), for sixty (60) days after the Notice of Dispute is received. Neither party may begin arbitration until this process is complete, and any applicable statute of limitations is tolled during it. An arbitration provider may not accept, and an arbitrator must dismiss, any arbitration demand filed without compliance with this subsection.

**(c) Exceptions.** Either party may (1) bring an individual Claim in small-claims court if it qualifies and remains there on an individual basis; and (2) seek injunctive or other equitable relief in court to prevent the actual or threatened infringement, misappropriation, or violation of its intellectual property rights or of Section 11's restrictions on scraping, reverse engineering, and interference with the Service.

**(d) Rules and Procedure.** The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (or, if you are using the Service for business purposes, its Commercial Arbitration Rules) as modified by this Section, available at [www.adr.org](http://www.adr.org). If AAA is unavailable, the parties will agree on, or a court will appoint, a substitute provider. The arbitration will be conducted by a single arbitrator. Unless the arbitrator determines an in-person hearing is necessary, the arbitration will be conducted by written submissions, telephone, or video conference. Any in-person hearing will take place in the county where you reside or, if you prefer, in Sheridan County, Wyoming. The arbitrator may award any individual relief available in court under applicable law, but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator's award is final and binding, and judgment on it may be entered in any court of competent jurisdiction.

**(e) Class Action and Representative Action Waiver.** YOU AND VNDFI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. Unless both parties agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not preside over any form of class, collective, or representative proceeding. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

**(f) Fees.** Payment of filing, administrative, and arbitrator fees will be governed by the applicable AAA rules, except that for Claims seeking \$10,000 or less, VndFi will pay all such fees other than your initial filing fee, up to the amount you would have paid to file in court, unless the arbitrator finds your Claim frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b) standards, in which case fees will be allocated under the AAA rules. Each party bears its own attorneys' fees and costs except as the arbitrator awards under applicable law.

**(g) Mass Arbitration.** If twenty-five (25) or more demands for arbitration asserting substantially similar Claims are submitted against VndFi by or with the assistance of the same or coordinated counsel or entities ("Mass Filing"), (1) the demands will be administered in batches of up to fifty (50) demands each (with the remainder in a final batch), with a single arbitrator appointed per batch, and only one batch will proceed at a time; (2) the remaining demands will be held in abeyance, and no administrative fees will be assessed for them, until their batch begins; (3) all applicable statutes of limitations are tolled for held demands; and (4) a court has authority to enforce this subsection, including by enjoining the filing or prosecution of demands or the assessment of fees in violation of it. The parties will cooperate in good faith to implement this process, including on any adjustment to fees for batched proceedings.

**(h) 30-Day Right to Opt Out.** You may opt out of this arbitration agreement by sending written notice to admin@vndfi.com within thirty (30) days after you first accept these Terms, stating your name, your Account

email address, and a clear statement that you are opting out of arbitration. If you opt out, Claims will be resolved as provided in Section 22, and the class action waiver in Section 21(e) will still apply to the extent permitted by law. Opting out does not affect any other part of these Terms or any prior arbitration agreement you have with VndFi.

**(i) Severability of This Section.** If the class action waiver in Section 21(e) is found unenforceable as to any Claim or request for relief, then that Claim or request (and only that Claim or request) will be severed and decided by a court under Section 22 after all individual arbitrable Claims are resolved, and will be stayed pending arbitration. If any other part of this Section is found unenforceable, that part will be severed and the remainder of this Section will be enforced.

**(j) Survival.** This Section survives termination of these Terms and of your Account.

## **22. Governing Law and Venue**

These Terms, and any Claim, are governed by the FAA (as to Section 21) and otherwise by the laws of the State of Wyoming, without regard to its conflict-of-laws principles. Any Claim not subject to arbitration (including if you opt out under Section 21(h)) must be brought exclusively in the state or federal courts located in Sheridan County, Wyoming, and you and VndFi consent to the personal jurisdiction of, and venue in, those courts and waive any objection based on inconvenient forum. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND VNDFI WAIVE ANY RIGHT TO A JURY TRIAL FOR ANY CLAIM LITIGATED IN COURT. Nothing in this Section limits the non-waivable protections of the consumer laws of the state in which you reside.

## **23. Indemnification**

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless the VndFi Parties from and against any and all third-party claims, and all related liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees), arising from or relating to (a) your User Submissions; (b) your violation of these Terms or of any law or third-party right; (c) your misuse of the Service; (d) any transaction or dispute between you and any other user or third party; or (e) any use of your Account by someone you permitted to use it, including a minor in your care. VndFi may assume the exclusive defense and control of any matter subject to indemnification, at its own expense, and you will cooperate with our defense. You may not settle any such matter in a way that affects the rights of, or requires any action or admission by, any VndFi Party without VndFi's prior written consent.

## **24. Electronic Communications**

By creating an Account or using the Service, you consent to receive communications from VndFi electronically, including notices, agreements, disclosures, receipts, billing statements, renewal reminders, price-change notices, and other information relating to your Account or these Terms ("Communications"). We may provide Communications by email to the address associated with your Account, by in-app or push notification, or by posting them in the Service. You agree that all Communications we provide electronically satisfy any legal requirement that they be in writing, and that your electronic acceptance of these Terms or any transaction has the same legal effect as a handwritten signature.

A Communication is considered received when we send it to the email address on file or post it in the Service. You are responsible for keeping your email address current and ensuring that cndl and VndFi messages are not blocked or filtered. To access and retain Communications, you need a device with internet access, a current web browser or the cndl app, a valid email address, and sufficient storage or a printer.

You may request a paper copy of any Communication, or withdraw your consent to electronic Communications, by contacting us at [admin@vndfi.com](mailto:admin@vndfi.com). Because the Service is provided online, withdrawing consent will require

us to close your Account. Withdrawal does not affect the validity of Communications provided before it takes effect.

Promotional emails include an unsubscribe link; opting out does not affect transactional or account-related Communications.

## 25. General Terms

**Entire Agreement.** These Terms, together with the Privacy Policy and any other policies or terms incorporated by reference, constitute the entire agreement between you and VndFi regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties regarding it. These Terms may be modified only as described in Section 2 or by a written agreement signed by an authorized representative of VndFi.

**Severability.** Except as provided in Section 21(i), if any provision of these Terms is held invalid, illegal, or unenforceable in any jurisdiction, that provision will be enforced to the maximum extent permissible and modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect. Such a holding will not affect the provision's validity in any other jurisdiction.

**No Waiver.** VndFi's failure or delay in enforcing any right or provision of these Terms is not a waiver of it. A waiver is effective only if in writing and signed by an authorized representative of VndFi, and a waiver on one occasion does not waive any later breach.

**Assignment.** You may not assign, delegate, or transfer these Terms, your Account, or any of your rights or obligations under these Terms, whether voluntarily, by operation of law, or otherwise, without VndFi's prior written consent, and any attempt to do so is void. VndFi may assign or transfer these Terms, in whole or in part, without your consent, including in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. These Terms bind and benefit the parties and their permitted successors and assigns.

**Force Majeure.** VndFi will not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, labor disputes, government action, failures or outages of internet, telecommunications, hosting, or payment-processing providers, power failures, and cyberattacks. VndFi will use commercially reasonable efforts to resume performance as soon as practicable. This provision does not excuse your obligation to pay fees.

**Export Controls.** You may not use, export, or re-export the Service except as authorized by U.S. law and the laws of the jurisdiction in which you obtained it.

**Relationship; No Third-Party Beneficiaries.** No agency, partnership, joint venture, fiduciary, or employment relationship is created by these Terms. Except for the VndFi Parties with respect to Sections 16, 17, 20, and 23, and Apple as described in Section 8, there are no third-party beneficiaries of these Terms.

**Interpretation.** Section headings are for convenience only and do not affect interpretation. "Including" means "including without limitation." If these Terms are translated, the English version controls.

**Survival.** Any provision of these Terms that by its nature should survive termination will survive, including: your obligation to pay fees accrued before termination; the licenses you grant in Section 18; and Sections 9 (as to aggregated and de-identified data), 13, 14, 15, 16, 17, 18, 20 (as to investigations and effect of termination), 21, 22, 23, 24, and 25.