

## TERMS OF SERVICE

### ARTICLE I OVERVIEW

1.1. This Program (the “**Program**”) is owned and operated by CHAMPS ONLY, LLC, a Texas limited liability company, (hereinafter, “**we**,” “**us**,” “**our**,” “**Company**,” or “**Champs Only**”). We offer this Program, including all information, services, products, tools and other content available on this Program to you, the user (“**You**,” “**Your(s)**”), conditioned upon Your acceptance of all the terms, conditions, policies, and notices stated in these terms and conditions (hereinafter, the “**Terms**” or “**Agreement**”). Champs Only and You are each referred to as a “**Party**” and, collectively, as the “**Parties**.” The following terms govern Your access to and use of <https://champsonly.xyz/> (the “**Website**”). These Terms will be available by link on all Websites and offerings which it covers.

1.2. The Program consists of access to an exclusive community occupied by other users of the Program (see “**Membership**” in Article IV), as well as the Program’s research team. Features of the Program include admission to a private community chat or Discord, Inc. (“**Discord**”) server, where members, and the Program’s research team, may post educational content in an ad-hoc manner. The Program includes weekly educational live calls that feature unique insights from the research team and provide an overview of the latest events in the crypto market. Champs Only reserves the right to choose whether or not to conduct a weekly live call and does not guarantee a minimum number of communications via live calls or the private community chat. Because Champs Only utilizes various third-party service providers to provide for the delivery of and access to the Program, You agree that Champs Only has full discretion to change or discontinue certain features, components or elements of the Program, including making certain changes to support for the Program, from time to time. Champs Only will endeavor to provide You with reasonable advance notice before discontinuing a material functionality of the Program but Champs Only will not be obligated to provide such notice if the discontinuation is necessary to (a) address an emergency, or reduce the risk of harm to the Program, other clients or to Champs Only’s third-party service providers or licensors, (b) respond to a claim or (c) comply with the law, but should any of the preceding circumstances occur, Champs Only will still endeavor to provide You with as much prior notice as is reasonably practicable under the circumstances.

1.3. Please read these Terms carefully before You initially access the Program. Your access to and use of the Program is conditioned upon Your compliance with these Terms. These Terms apply to all users who access the Program.

**1.4. THESE TERMS CONTAINS ARBITRATION PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING AND YOUR RIGHT TO A JURY TRIAL. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES RELATED TO THIS AGREEMENT.**

1.5. Any new features or tools which are added to the current Program shall also be subject to these Terms. You can review the most current version of these Terms at any time on this page. We reserve the right to update, change, modify, or replace all or any part of these Terms from time to time in our sole discretion, by posting updates, modifications, and/or changes to our Program.

### **ARTICLE II** **ACCEPTANCE AND GENERAL CONDITIONS**

2.1. By accessing, or clicking to accept or agree to the Terms, or using any part of the Program, You accept and agree to be bound and abide by these Terms and our Privacy Policy, found at <https://whop.com/privacy/>, and the *Risk Disclosure Attestation Agreement* contained on Exhibit A and incorporated herein by reference. If You do not agree to all of the terms and conditions set forth in these Terms, You are not permitted to access and/or use the Program.

2.2. Champs Only may utilize third-party service providers in order to deliver certain components of

the Program to You. You acknowledge and agree that Champs Only is not responsible for Your compliance with the terms and conditions, or any other guidelines or requirements, established by such third-party service providers. You are solely responsible for reviewing, understanding, and complying with the applicable terms and conditions of any third-party services that may be required to access or use the Program. Champs Only makes no representations or warranties regarding the compliance or performance of these third-party service providers.

2.3. You agree to abide by the rules and policies which we establish from time to time in these Terms, and Your access to or continued use of the Program following the posting of any changes, modifications, or updates to the Terms constitutes Your express acceptance thereof. All changes are effective immediately when we post them and apply to all access to and use of the Program. You are expected to check this page from time to time so You are aware of any changes, as they are binding on You.

2.4. To access our Program, You must be eighteen (18) years old or older and have the requisite legal capacity, power, and authority to enter into these Terms. Our Program, and its content are intended for persons over the age of eighteen (18). You will only be permitted to Access the Program with the explicit consent of the Company.

2.5. You agree to use the Program only for purposes and in the manner permitted by these Terms, our Privacy Policy, other applicable terms and conditions, and any applicable law, regulation, and generally accepted practices or guidelines in the relevant jurisdiction. You agree not to engage in any activity that interferes with or disrupts the Program or networks connected to the Program. You agree not to reproduce, duplicate, copy, sell, trade, or resell the Program, products, or content related to the Program, or use copy, display, sell, license, decompile, republish, upload, post, transmit, distribute, create derivative works, or otherwise exploit content from the Program to online bulletin boards, message boards, newsgroups, chat rooms, or in any other manner, without Champs Only's prior written permission. Modification of the Program or its content for any purpose that is inconsistent with these Terms is a violation of Champs Only's copyright and other proprietary rights. Such modification, unless otherwise expressly agreed to in a separate written agreement with Company, can subject You to legal liability. You agree that You are solely responsible for any breach of Your obligations under these Terms and for the consequences, including, without limitation, any damage that Company may suffer due to any such breach.

2.6. Your membership in and use of the Program is entirely at Your own risk, and the Company shall not be liable in any way in connection therewith. It shall be Your own responsibility to ensure that the Program, and any services, products, content, or information available through the Program, meet Your specific requirements.

2.7. You shall not transmit through the Program any materials or information which violates or infringes on the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable as reasonably determined by us, contains injurious formulas, recipes, or instructions which encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, rule, or regulation.

2.8. You agree that Champs Only may communicate electronically with You and that such communications, as well as notices, disclosures, agreements, and other communications that Champs Only provides to You electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the Party sending the communication.

### **ARTICLE III DISCLOSURES**

3.1 Investing and/or implementing trading strategies in any markets, whether in securities, options, commodities, commodity futures, fiat currencies, crypto currencies and other digital assets, or other investments (each, a “**Security**” and, collectively the “**Securities**”), have large potential rewards, but also large potential risks. You must be aware of the risks and be willing to accept them in order to invest in Securities. Don’t invest or trade with money You can’t afford to lose. Champs Only does not provide trading advice based on, or tailored to, any particular circumstances or characteristics of particular clients nor does Champs Only direct any customer accounts. Champs Only does not represent that any account of Yours will or is likely to achieve profits or losses similar to any model portfolio, scenario, past performance data or any other data provided by Champs Only. The past performance of any trading system or methodology is not necessarily indicative of future results. All trades, patterns, charts, systems, etc., discussed, used as an example, or presented by Champs Only are for illustrative purposes only and are not to be construed as specific investment advice or recommendations. Information provided by Champs Only or contained on our Program is intended for informational purposes only.

3.2 Any of Champ’s Only’s duties arising out its engagement under these Terms shall be owed solely to You. Champs Only is an independent contractor and not a partner, representative, joint venturer, or fiduciary of Yours for any purpose. Neither Party will have any authority to bind the other Party.

Our products or services are not intended to provide investment, tax, legal, or insurance advice. None of the communication(s), content, or Services provided to You by Champs Only, its executive officers, employees, or contractors should be construed as an offer to sell or a solicitation of an offer to buy any Securities, nor construed as a recommendation to buy or sell any Securities by Champs Only or any third-party. You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service is appropriate or suitable for You based on Your investment objectives and personal and financial situation. You should consult an investment adviser, financial professional, attorney, or tax professional regarding Your particular financial situation, investing strategies, or specific legal or tax situation.

To the extent that any communication or content published or provided by Champs Only in any form, format or media, may be deemed investment advice or recommendations in connection with Securities generally or a particular Security, such information is impersonal and not tailored to the investment goals, circumstances, and/or needs of You or any other specific person. You understand that an investment in any Security is subject to a number of risks, including but not limited to the potential risk of losing all of the money You invest, and that any communications, publications, or discussions regarding Securities generally or a particular Security, or Securities investments by Champs Only, will not include or contain a list or description of relevant risk factors.

You understand that any performance data provided by Champs Only is supplied by sources believed to be reliable, that any calculations provided by Champs Only are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete.

You acknowledge that any advice or analysis that Champs Only provides in connection with this Agreement and the Services are exclusively for use by You and may not be disclosed to any third-party or circulated or referred to publicly without Champs Only’s prior written consent.

From time to time, communication(s) from Champs Only may reference prior articles and opinions that we have published. These references may be selective, may reference only a portion of an article or opinion, and are likely not to be current. As markets continuously change, previously published information and data may not be current and should not be relied upon. Any content provided by Champs Only is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons.

## **ARTICLE IV MEMBERSHIP**

4.1 Membership. The Company shall provide information about the available membership subscriptions ("**Membership**"), pricing, and the benefits and services included in such Membership on the Program's website. We reserve the right to change pricing for a Membership or any components of a Membership in any manner and at any time. Any price change will take effect following reasonable notice to You of such change.

4.2 Membership Fee. For the usage of services of the Program, You shall pay a monthly Membership fee (the "**Membership Fee**") of One Hundred Thirty-Nine Dollars and Ninety-Nine Cents (\$139.99), unless You and the Company agree to a different Membership Fee. The Membership Fee is due and payable monthly and will continue indefinitely until the Membership is terminated or cancelled, subject to Section 4.5.

4.3 Membership Term. The Company's current Membership structure is comprised of a duration-based subscription model, where members may elect to enroll in one of the following four (4) plans: (i) monthly; (ii) quarterly; (iii) semi-annually; or (iv) annually. The term of Your Membership shall be determined by the subscription model You have selected, which shall begin on the date of enrollment and will automatically renew for such term's duration (each a "**Membership Term**"). Unless You qualify for a refund under Section 4.6 of these Terms, Your Membership will automatically renew for an additional Membership Term as long as Your Membership continues, until You pause or cancel Your Membership (see Section 4.5), or we suspend or stop providing the Membership in accordance with these Terms. Unless otherwise indicated by us, You will be charged prior to, or at the beginning of, each renewal Membership Term. Before charging You for a Membership Term, we will notify You of the applicable fees, and the renewal will occur at the price then in effect for the Membership. If You wish to cancel Your subscription to the Program, You may do so at any time, provided that You request the cancellation not less than 24 hours prior to the start of the next billing cycle. To cancel Your subscription, simply e-mail Champs Only at [EMAIL], call [NUMBER AND BUSINESS HOURS], or access the Program and manage Your subscription in accordance with the instructions on the Program.

4.4 Additional Subscriptions and Promotions. The Company reserves the right to offer additional subscriptions at special rates and for limited durations. These promotional offers may be made available for a limited time and under specific terms and conditions, as determined by the Company. The availability and terms of these promotions are subject to change at the Company's discretion.

4.5 Cancellation. The Membership will automatically renew at the stated Membership Fee unless You cancel, which You may do so at any time in accordance with Article XV of this Agreement. You can find the steps on how to cancel your membership on the following link <https://whop.com/help/customer/cancel-subscription/>.

4.6 Refund Policy. Refunds may only be requested for those members that are actively enrolled in a monthly Membership subscription. Clients who have purchased three (3) month, six (6) month, or annual Membership subscriptions are not eligible for refunds. By subscribing to Your Membership, You agree that You are entitled to a refund within the first fourteen (14) days if You do not make Your first successful trade (defined as making any trade on an asset of Your choosing which results in a positive P&L or learning experience), provided You attend every live training session during Your Membership period and send over ten (10) messages in our Discord chat each day during Your Membership period. In order to qualify for a refund, You must submit a written request for refund within seven (7) days of the initial two-week period of Your Membership Term. The Company, in its sole discretion, reserves the right to review any request for a refund and ultimately decided if a refund will be issued.

4.7 No Agency Relationship. No joint venture, partnership, employment, agency, or fiduciary relationship exists between You and Champs Only because of Your receipt of or use of any Champs Only product or use of the Program.

## **ARTICLE V CONTENT; REPRESENTATIONS AND WARRANTIES**

5.1 PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING THE PROGRAM. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS THE PROGRAM AND YOU MUST IMMEDIATELY CEASE PARTICIPATION IN THE PROGRAM.

5.2 BY SIGNING UP, OR USING THIS PROGRAM, YOU ACCEPT AND AGREE TO THESE TERMS WHICH BIND YOU LEGALLY, AND IN ADDITION TO THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN EXHIBIT A, YOU FURTHER REPRESENT, WARRANT, ACKNOWLEDGE, UNDERSTAND AND AGREE THAT:

- (A) YOU ARE SOLELY RESPONSIBLE FOR ALL TRADING AND FINANCIAL DECISIONS MADE WHILE USING THE PROGRAM, UNDERSTAND THAT CHAMPS ONLY DOES NOT MAKE ANY TRADING OR FINANCIAL DECISIONS ON YOUR BEHALF, AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DECISIONS MADE BEFORE, DURING, AND AFTER INSTALLING AND USING THE PROGRAM. YOU FURTHER ACKNOWLEDGE AND AGREE THAT USE OF THE PROGRAM INVOLVES INHERENT RISK OF LOSS, AND CHAMPS ONLY BEARS NO RESPONSIBILITY WHATSOEVER FOR YOUR PROFITABILITY, SUCCESS, OR OUTCOME OF ANY TRADES EXECUTED BY THE PROGRAM WHILE IN USE BY YOU, THAT CHAMPS ONLY DOES NOT GUARANTEE SPECIFIC RESULTS, FINANCIAL GAIN, INCOME, OR OUTCOMES;
- (B) YOU HAVE READ AND UNDERSTOOD THESE TERMS, AND WILL TAKE ALL ACTIONS AND EXECUTE ALL DOCUMENTS NECESSARY TO CARRY OUT YOUR OBLIGATIONS UNDER THESE TERMS;
- (C) YOU ARE AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, WHICHEVER IS HIGHER (THE "AGE OF MAJORITY"), AND THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU HAVE NOT ATTAINED THE AGE OF MAJORITY, YOU MUST EXIT THE PROGRAM IMMEDIATELY AND MAY NOT USE OR ACCESS ALL OR ANY PART OF THE PROGRAM FOR ANY REASON NOR MAY YOU PRINT OR DOWNLOAD ANY CONTENTS OR PURCHASE ANY CONTENTS FROM THE PROGRAM;
- (D) WE WILL COLLECT AND USE YOUR INFORMATION TO PROVIDE THE PRODUCTS AND SERVICES YOU REQUEST THROUGH THE PROGRAM, AND THAT YOU WILL PROVIDE SUCH INFORMATION AS IS NECESSARY FOR US TO PERFORM OUR OBLIGATIONS UNDER THESE TERMS;
- (E) THE PROGRAM OFFERS ONLINE ENTERTAINMENT SERVICES THAT MAY BE DEEMED EDUCATIONAL IN NATURE AND WHICH MAY CONTAIN OPINIONS AND COMMENTARY. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THE NATURE OF THE CONTENT PROVIDED BY THE PROGRAM, THAT YOU ARE NOT OFFENDED BY SUCH CONTENT AND THAT YOU ACCESS THE PROGRAM FREELY, VOLUNTARILY AND WILLINGLY, AND FURTHER AGREE THAT THE PROGRAM IS NOT A SUBSTITUTE FOR PROFESSIONAL FINANCIAL AND INVESTMENT ADVICE, AND YOU SHALL CONDUCT YOUR OWN RESEARCH, ANALYSIS, AND DUE DILIGENCE BEFORE MAKING ANY TRADING DECISIONS OR IMPLEMENTING

THE PROGRAM IN ANY MANNER INTENDED TO SUPPORT YOUR PARTICULAR TRADING OR INVESTMENT STRATEGIES;

- (F) THE PROGRAM CONTAINS ONLY IMAGES AND SPEECH PROTECTED BY THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION.
- (G) ALL INFORMATION YOU PROVIDED TO CHAMPS ONLY, INCLUDING INFORMATION REGARDING YOUR GENERAL TRADING EXPERIENCE, EXPERTISE AND KNOWLEDGE (BUT WITH THE EXCEPTION OF YOUR PERSONAL FINANCIAL INFORMATION, CIRCUMSTANCES, AND GOALS), IS TRUE, CORRECT AND COMPLETE, AND YOU WILL NOTIFY US IN WRITING PROMPTLY OF ANY CHANGES IN SUCH INFORMATION, AND SUCH INFORMATION DISCLOSED TO CHAMPS ONLY WITH RESPECT TO THIS AGREEMENT AND/OR IN RESPONSE TO ANY SUBSEQUENT REQUEST FOR INFORMATION BY CHAMPS ONLY, IS AND SHALL BE ACCURATE AND YOU SHALL IMMEDIATELY NOTIFY CHAMPS ONLY IN WRITING IF THERE IS A CHANGE IN SUCH INFORMATION PROVIDED IN CONNECTION WITH THESE TERMS, INCLUDING BUT NOT LIMITED TO YOUR ELECTRONIC MAIL ADDRESS, TELEPHONE CONTACTS AND CHANGE IN RESIDENTIAL OR BUSINESS ADDRESS(ES). YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE RESPONSIBLE AND LIABLE FOR ALL USES OF THE PROGRAM RESULTING FROM ACCESS PROVIDED BY CHAMPS ONLY, DIRECTLY OR INDIRECTLY, WHETHER SUCH ACCESS OR USE IS PERMITTED BY OR IN VIOLATION OF THESE TERMS. BECAUSE AS THE EFFECTIVENESS OF THE PROGRAM IS DEPENDENT, IN PART, ON YOUR STATED GOALS, YOU ARE RESPONSIBLE FOR PROVIDING TRUE AND ACCURATE INFORMATION DURING THE ONBOARDING PROCESS AND DURING RECEIPT OF THE PROGRAM;
- (H) YOU SHALL ABIDE BY THE TERMS OF THE COMPANY'S PRIVACY POLICY ("**PRIVACY POLICY**"), AVAILABLE ON THE COMPANY'S WEBSITE;
- (I) YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AND OTHER TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, AND YOUR PERFORMANCE OF ALL OBLIGATIONS CONTEMPLATED HEREUNDER, WILL NOT VIOLATE ANY STATUTE, RULE, REGULATION, ORDINANCE, CHARTER, BY-LAW OR POLICY APPLICABLE TO YOU, AND YOU ARE IN COMPLIANCE WITH ALL LAWS AND REGULATIONS TO WHICH YOU ARE SUBJECT, INCLUDING, WITHOUT LIMITATION, ALL TAX LAWS AND REGULATIONS, SECURITIES AND COMMODITY FUTURES BOARDS AND EXCHANGE AND SELF-REGULATORY ORGANIZATION REQUIREMENTS AND FEDERAL AND STATE REGISTRATION REQUIREMENTS;
- (J) ALL THE FUNDS USED AND INVESTED BASED ON YOUR PARTICIPATION IN THE PROGRAM DO NOT ORIGINATE IN ANY WAY FROM DRUG TRAFFICKING, ABDUCTION, TERRORIST ACTIVITY OR ANY OTHER CRIMINAL ACTIVITY THAT COULD BE CONSIDERED UNLAWFUL BY ANY AUTHORITY IN ANY JURISDICTION. IF CHAMPS ONLY MAY BECOME SUSPICIOUS THAT YOU MAY BE ENGAGING OR HAVE ENGAGED IN SUCH FRAUDULENT, UNLAWFUL OR IMPROPER ACTIVITY, INCLUDING WITHOUT LIMITATION, MONEY LAUNDERING ACTIVITIES OR CONDUCT OTHERWISE IN VIOLATION OF THIS APPLICABLE LAW OR THIS AGREEMENT, WE MAY IMMEDIATELY TERMINATE YOUR ACCESS TO THE PROGRAM AND/OR IT MAY BLOCK YOUR ACCOUNT. IF YOUR ACCOUNT IS TERMINATED OR BLOCKED IN SUCH CIRCUMSTANCES, CHAMPS ONLY IS UNDER NO OBLIGATION TO REFUND ANY MONIES TO YOU, UNLESS INSTRUCTED OTHERWISE BY AN APPLICABLE REGULATORY AUTHORITY. IN ADDITION TO TERMINATING YOUR ACCESS TO THE PROGRAM AND/OR BLOCKING YOUR ACCOUNT, CHAMPS ONLY RESERVES THE RIGHT TO PREVENT YOU FROM ACCESSING ANY CHAMPS ONLY WEBSITES OR SERVERS, OR ACCESSING ANY OTHER CHAMPS ONLY SERVICES.

CHAMPS ONLY SHALL BE ENTITLED TO INFORM THE RELEVANT AUTHORITIES, OTHER ONLINE SERVICE PROVIDERS AND BANKS, CREDIT CARD COMPANIES, ELECTRONIC PAYMENT PROVIDERS OR OTHER FINANCIAL INSTITUTIONS OF YOUR IDENTITY AND OF ANY SUSPECTED UNLAWFUL, FRAUDULENT OR IMPROPER ACTIVITY, AND YOU WILL COOPERATE FULLY WITH CHAMPS ONLY TO INVESTIGATE ANY SUCH ACTIVITY;

(K) CHAMPS ONLY SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, OMISSIONS, OR FAILURES OF ANY OTHER THIRD-PARTY SERVICE PROVIDER, OR ANY OF THEIR SERVICES, INCLUDING BUT NOT LIMITED TO, ERRORS IN TRADE EXECUTION, PERFORMANCE TRACKING, SIGNAL DISTRIBUTION, OR ANY OTHER SERVICES PROVIDED BY SUCH THIRD-PARTY SERVICE PROVIDERS AND NOT COVERED BY THESE TERMS;

(L) THE PROGRAM MAY ACCESS AND USE YOUR LOCATION INFORMATION BASED ON THE LOCATION OF YOUR DEVICE AT THE TIME OF CONNECTION (SEE ARTICLE X).

## **ARTICLE VI INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION; COPYRIGHT NOTICES**

6.1 You acknowledge and agree that the Company (and its licensors, where applicable) own all legal right, title, and interest in and to the Program, including the content and any intellectual property rights which subsist in the Program, whether registered or not, which is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. You acknowledge that the Program may contain information which is designated confidential and/or proprietary by the Company and that You shall not disclose such information without the Company's prior written consent. You are not granted any right to use, and may not use, any of our intellectual property rights, including the Company's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features, other than as set out in these Terms. If You have been granted an explicit right to use the Company's intellectual property in a separate written agreement, You agree that such use shall be in compliance with that agreement. You agree that You shall not remove, obscure, or alter any proprietary rights notices, including copyright and trademark notices, which may be affixed to or contained within the Program. You agree that in using the Program, You will not use any trademark, service mark, trade name, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos. You are not allowed to modify, copy, distribute, reproduce, republish, create derivatives based upon, sell, display, rent, lease, loan, or trade any of the Company's intellectual property or Property content, whether in whole or in part, without the prior written permission from the Company or the rightful intellectual property owner.

6.2 From time to time, Champs Only may disclose or make available to You information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to You; (c) rightfully obtained by You on a non-confidential basis from a third-party; or (d) independently developed by You. You shall not disclose Champs Only's Confidential Information to any person or entity. Notwithstanding the foregoing, You may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that You shall first have given written notice to Champs Only in order to afford Champs Only a reasonable opportunity, and/or You have made a reasonable effort, to obtain a protective order; or (ii) to establish Your rights under these Terms, including to make required court filings. On the expiration or termination of the Agreement You shall promptly return to Champs Only all copies,

whether in written, electronic, or other form or media, of Champs Only's Confidential Information, or destroy all such copies and certify in writing to us that such Confidential Information has been destroyed. Your obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law

6.3 Champs Only maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

Notification of Claimed Infringement:  
Champs Only LLC  
Attn: Copyright Agent  
[1100 Brickell Bay Dr, Miami FL 33131]

You may contact Champs Only's agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and Champs Only will investigate those complaints. If Champs Only believes in good faith that the posted material violates any applicable law, Champs Only will remove or disable access to any such material and notify the posting party that the material has been blocked or removed.

## **ARTICLE VII PROHIBITED USES**

7.1 You shall use the Program only for lawful purposes and in accordance with these Terms. You shall not use the Program: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Program, other websites, related websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose.

7.2 In addition to other prohibitions as set forth in these Terms, You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, or create derivative works based on the whole or any part of the Program, for any purpose whatsoever; (b) modify, adapt, improve, or create any derivative work from the Program or any part thereof or permit the Program or any part of the Program to be combined with or become incorporated in any other programs; (c) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, or suppliers; (d) use the Program in a manner that derives revenue directly from the Program, or use the Program for any other purpose for which it is not designed or intended; (e) distribute the Program to multiple devices; (f) make the Program available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the Program for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the Program, product, service, or software offered by Company; (h) use the Program to send automated queries to any website or to send any unsolicited commercial e-mail; (i) use any proprietary information, interfaces or other intellectual property of the Company, or its affiliates, partners, or suppliers in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Program; (j) circumvent, disable or tamper with any security-related components or other



protective measures applicable to the Program or Your device; (k) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the Program; (l) copy, reproduce, reuse, upload, post, transmit, or distribute any content presented in or provided by the Program, including, without limitation, for public or commercial purposes, including any text, images, audio, and video; (m) rent, lease, sub-license, loan, distribute, time-share, or translate the Program in any way; (n) sell, resell, or exploit the Program in whole or in part (including object and source code), in any form to any person or entity; or (o) use the Program in a way that could damage, disable, overburden, impair, or compromise our systems or security or interfere with other users, or restrict or inhibit any other user from using the Program.

7.3 We reserve the right to terminate Your use of the Program for committing any of the prohibited uses.

## **ARTICLE VIII ACCOUNT INFORMATION AND PAYMENTS**

8.1 In order to access and use most aspects of the Program, You must register for and maintain an active personal user services account ("**Account**"). You may be asked to supply certain information relevant to Your Account or purchase, including, without limitation, Your name, e-mail address, Your credit card number, the expiration date of Your credit card, and Your billing address. You represent and warrant that: (i) You have the legal right to use any credit card(s) or other payment method(s) in connection with any Account or purchase; and (ii) the information You supply is true, correct, and complete. The Program may employ the use of third-party services for the purpose of facilitating payment and the completion of purchases and You agree to pay any applicable payment processing fees. By submitting Your information, You grant us the right to provide the information to these third parties subject to our Privacy Policy.

8.2 You agree to maintain accurate, complete, and up-to-date information on Your Account, including a valid phone number, address and payment method. You agree to promptly update Your Account and other information, including Your email address and credit card numbers and expiration dates, so that we can complete Your transactions and contact You as needed. Inaccurate, incomplete, or obsolete information may result in the immediate termination of Your Account. You are responsible for maintaining the confidentiality of Your Account and password, including, but not limited to, the restriction of access to Your device(s) or Account. You agree to accept responsibility for any and all activities or actions that occur under Your Account and/or password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your Account or billing information. You may not use the billing information or identity of another person or entity without proper prior authorization. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders/bookings in our sole discretion without notice. You may only maintain a single account.

8.3 You agree to pay all fees and charges associated with Your Account on a timely basis and according to the fee schedule, the terms and the rates as published in this Agreement. By providing us with Your payment information You authorize us to bill and charge You through that payment method and You agree to maintain valid payment information on Your Account. Except as otherwise provided, service fees are non-refundable. If You have any concerns about a bill or a payment, please contact us immediately.

8.4 Champs Only will not be liable for any losses caused by any unauthorized use of Your account.

## **ARTICLE IX THIRD-PARTY LINKS**

9.1 Certain content, advertisements, recommendations, information, products, and services available via our Program may include materials from or links to third-party websites or services, which are not controlled or owned by us. Third-party links may direct You to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating their content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials, websites, or sites, or for any other materials, products, or services of third parties. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party website, sites, or services. We do not warrant the offerings of any third-party providers or their sites.

9.2 You acknowledge and agree that we shall not be liable, whether directly or indirectly, for any harm, loss, or damages caused or alleged to be caused by or in connection with Your use or reliance on such content, goods, resources, transactions, or services available on or through any third-party websites. We strongly advise You to review carefully any third-party's policies, terms, conditions, and practices before You engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third-party.

## **ARTICLE X PERSONAL INFORMATION AND COLLECTION OF LOCATION**

10.1 Your submission of personal information through the Program is governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy for more detailed information.

10.2 The Program may access and use Your device location information for our analysis of geographic dispersion of our Program based on the area where Your device is located. In addition, this Program collects and uses Your name, address, email address, phone number, IP Address, cookie data, device information (such as OS, browser user agent string). It is Your responsibility to keep Your device and access to the Program secure. If You access the Program from locations outside the United States, You do so on Your own initiative and are responsible for the consequences and for compliance with all applicable laws.

10.3 You agree to receive pre-programmed notifications (location alerts) on Your device if You have turned on locational services on Your mobile telephone or other handheld devices (as the case may be).

## **ARTICLE XI ERRORS, INACCURACIES, AND OMISSIONS**

11.1 Occasionally there may be information in our Program that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, promotions, offers, charges, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders/bookings if any information in the Program is inaccurate at any time without prior notice (including after You have submitted Your order). We undertake no obligation to update, amend or clarify information in the Program, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied, should be taken to indicate that all information in the Program has been modified or updated.

## **ARTICLE XII DISCLAIMER OF WARRANTIES**

12.1 YOUR USE OF THE PROGRAM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN THE PROGRAM, AND ANY PROGRAM -RELATED SERVICE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. THE PROGRAM, INCLUDING ANY CONTENT,

SOFTWARE OR INFORMATION CONTAINED WITHIN THE PROGRAM AND ANY PROGRAM -RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR LICENSORS, THIRD PARTY SERVICE PROVIDERS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, MEMBERS, MANAGERS, AND EMPLOYEES, EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.2 NEITHER WE NOR OUR LICENSORS, AND OTHER RELATED PARTIES, OR THEIR RESPECTIVE OFFICERS, AGENTS, MEMBERS, MANAGERS, REPRESENTATIVES, AND EMPLOYEES MAKE ANY REPRESENTATION OR WARRANTY THAT: (i) THE PROGRAM OR ANY CHAMPS ONLY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM CHAMPS ONLY AND/OR THAT OF ANY THIRD PARTY SERVICE PROVIDER WILL MEET YOUR REQUIREMENTS; (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FROM THE PROGRAM ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WHETHER PROVIDED BY US OR ANY THIRD PARTY SERVICE PROVIDER; (iii) THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE; (iv) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE PROGRAM OR ANY CHAMPS ONLY PRODUCTS OR SERVICES WILL BE ACCURATE, COMPLETE, CURRENT, OR RELIABLE; (v) THE QUALITY OF ANY SERVICES, PRODUCTS, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS; AND (vi) ANY ERRORS IN OUR PROGRAM WILL BE CORRECTED.

12.3 ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF THE PROGRAM. WE EXPRESSLY DISCLAIM THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE.

12.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE PROGRAM SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF THE PROGRAM SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

12.5 ALL COMMENTS AND MATERIALS PROVIDED BY THE COMPANY AND THE PROGRAM, INCLUDING THE COMPANY'S INSTRUCTORS, MENTORS, REPRESENTATIVES, AGENTS, AND AFFILIATES ARE FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS FINANCIAL, INVESTMENT, OR TRADING ADVICE REGARDING THE PURCHASE, SALE, OR ANY OTHER TRANSACTION RELATED TO SECURITIES, COMMODITIES, CRYPTOCURRENCIES, OR ANY OTHER FINANCIAL INSTRUMENTS OF ANY KIND. THE COMPANY DOES NOT PROVIDE FINANCIAL ADVICE. THE COMPANY DOES NOT GUARANTEE

OR EVEN SUGGEST ANY MONETARY RETURN. YOU AGREE AND ACKNOWLEDGE THAT YOU SHOULD CONDUCT YOUR OWN DUE DILIGENCE AND CONSULT YOUR FINANCIAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISIONS.

12.6 THE COMPANY WILL STRIVE TO ENSURE ACCURACY OF INFORMATION PROVIDED THROUGH THE PROGRAM. ALL INFORMATION PROVIDED THROUGH THE PROGRAM IS TO BE CONSUMED AND USED AT YOUR OWN RISK.

### **ARTICLE XIII LIMITATION OF LIABILITY AND INDEMNIFICATION**

13.1 EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL CHAMPS ONLY OR ANY OF ITS OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, THIRD-PARTY SERVICE PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS, OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, CHAMPS ONLY'S PRIVACY POLICY, THE PROGRAM, PRODUCTS OR SERVICES, YOUR RELIANCE YOU PLACE ON THE INFORMATION, SERVICES, OR FUNCTIONALITY OF ANY THIRD PARTY SERVICE PROVIDER, OR YOUR OR A THIRD-PARTY'S USE OR ATTEMPTED USE OF THE PROGRAM OR ANY SERVICES, REGARDLESS OF WHETHER CHAMPS ONLY HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE. IF, NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, CHAMPS ONLY IS FOUND LIABLE UNDER ANY THEORY, CHAMPS ONLY'S LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO \$500.00 USD. THIS LIMITATION OF LIABILITY SHALL APPLY FOR ALL CLAIMS, REGARDLESS OF WHETHER CHAMPS ONLY WAS AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES OR SUCH CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

13.2 To the fullest extent permitted by law, You agree to indemnify, defend and hold the Company, as well as our officers, directors, managers, members, employees, contractors, representatives, and agents, harmless from and against any and all losses, damages, settlements, costs, fees, penalties, causes of action, third party claims, expenses, and all other liabilities, including, but not limited to, attorney's fees and legal costs, arising out of, related to, or in connection with: (i) Your use of the Program, or Your connection to the Program; (ii) any material or any other content or information that You submit, post or upload to or transmit through the Program; (iii) Your violation or breach of any of these Terms; (iv) non-payment for any of the services which were provided through the Program; and/or (v) Your tortious misconduct, including, but not limited to, fraud, misrepresentation, and any other tort or Your violation of any law or the rights of any third-party. These obligations will survive any termination of Your relationship with us or Your use of the Program. We reserve the right to assume the defense and control of any matter subject to indemnification by You, in which event You will cooperate with us in asserting any available defenses. You expressly agree to provide us with any such assistance, free of charge, as we may reasonably request with respect to any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to You as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

#### **ARTICLE XIV SEVERABILITY**

14.1 In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, and any such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **ARTICLE XV TERMINATION**

15.1 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. We may terminate or suspend Your Account, Your access to the Program, or these Terms at any time without prior notice or liability in our sole discretion for any reason whatsoever, including, but not limited to, Your violation of any provision of these Terms. You may terminate this Agreement and Your access to the Program at any time by logging into Your account and managing Your subscription] or by e-mail at [officialchampcrypto@gmail.com]. If You cancel before the end of Your annual subscription term, You will not be eligible for a partial refund. Notwithstanding any termination of these Terms, You will remain liable for all amounts due and outstanding up to and including the date of termination. All provisions of these Terms which by their nature are intended to survive the termination of these Terms shall survive the termination of these Terms, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability, as well as any representations, warranties, and other obligations made or taken by You.

15.2 Either Party may terminate these Terms, effective immediately upon written notice to the other Party, if (A) Champs Only files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (B) Champs Only makes or seeks to make a general assignment for the benefit of its creditors; or (C) Champs Only applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15.3 Upon expiration or earlier termination of these Terms, the access granted hereunder to You to use the Program will also terminate and, without limiting Your obligations under this Agreement pertaining to Confidential Information and Intellectual Property, You shall cease using the Program and certify in writing to Champs Only that Your access to the Program has been terminated. No expiration or termination will affect Your obligation to pay all Fees that may have become due before such expiration or termination, or entitle You to any refund.

#### **ARTICLE XVI NO WAIVER; ENTIRE AGREEMENT; AMBIGUITIES; AMENDMENT**

16.1 No Waiver. No waiver by Champs Only of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Champs Only to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

16.2 Entire Agreement. These Terms and any policies or operating rules posted by us within our Program constitute the entire Terms and the agreements and understanding between You and Champs Only with respect to the subject matter herein and supersede and replace any prior or contemporaneous agreements. Any ambiguities in the interpretation of the terms of these Terms shall not be construed against the drafting Party. Notwithstanding the foregoing, this clause does not apply to or supersede any

other agreements between the Parties related to other services provided by Champs Only. Any such agreements shall remain in full force and effect and are not merged into or otherwise affected by this Agreement.

16.3 Ambiguities. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

16.4 Amendment. These Terms may be modified or amended in writing by mutual agreement between the Parties, if the writing is signed by the Party obligated under the amendment

## **ARTICLE XVII TESTIMONIALS, REVIEWS, AND OTHER SUBMISSIONS**

17.1 You agree that anything You submit or provide to us or post to our Program, including without limitation, photographs, testimonials, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "**Submission(s)**") is and will be treated as non-confidential and non-proprietary, and that we shall have the royalty-free, worldwide, perpetual, irrevocable, and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, and create derivative works from such Submissions by any means and in any form. You represent that any Submission is true and not misleading, has reliable substantiation, and does not infringe or interfere with the intellectual property rights of any third-party. You agree that Champs Only may use any Submission, in whole or in part, together with the name and city/state/country of the person submitting it, in any form of advertising relating to Champs Only's products or services, in printed and online media, as Champs Only determines in its absolute discretion. All Submissions shall automatically become our sole and exclusive property and shall not be returned to You. Additionally, Champs Only reserves the right to correct grammatical and typing errors or to shorten a Submission prior to publication or use. If You submit a testimonial or any form of Submission, You are confirming that You have read, understood and agree to these terms. If You disagree with any part of these terms, do not submit a testimonial or any form of Submission.

## **ARTICLE XVIII ASSIGNMENT**

18.1 You may not, without informing us and receiving our prior consent, assign or otherwise transfer or secure any third-party's participation in, or share with any person, any of Your rights under these Terms, and any such attempt will be null and void. You must provide any such third-party a copy of these Terms and that third-party must acknowledge, in writing, its agreement to the terms of these Terms and deliver such acknowledgment to Champs Only. Champs Only and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these terms if some or all of Champs Only's business is transferred to another entity by way of merger, sale of its assets, or otherwise.

## **ARTICLE XIX SOCIAL MEDIAL PRESENCE**

19.1 This section applies to You, all other subscribers, customers, and to everyone who interacts with our social media presence, including comment sections, feeds, and other elements of social media presence viewable on our Website, Facebook, Instagram, X (formerly Twitter), YouTube, Google, LinkedIn, or any of the many other available external third-party social media platforms we may utilize ("Social Media Presence"). Social media platforms are places for the exchange of public information and You should have no expectation of privacy when using them. Specifically, neither these terms nor our Privacy Policy apply to Champs Only's Social Media Presence. We do not control the sites and platforms that host our Social Media Presence, the operators of which have their own privacy policies and terms of use. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of Champs Only. Comments that some would consider inappropriate or offensive may appear on our Social Media Presence and may remain there until they have been identified by Champs Only or

called to Champs Only's attention and Champs Only is able to work through the necessary procedures and technical processes to have them removed. If You see an offensive or inappropriate post or comment on Champs Only's Social Media Presence, You should report it to the operator of the applicable site or platform using the procedures they have established for that purpose.

## **ARTICLE XX**

### **DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER**

**PLEASE READ THIS PROVISION CAREFULLY; IT REQUIRES YOU TO ARBITRATE ANY DISPUTE OR CLAIM BETWEEN YOU AND CHAMPS ONLY ON AN INDIVIDUAL BASIS.**

**YOU AGREE THAT ANY DISPUTE OR CLAIM ARISING FROM OR RELATING TO THIS ARBITRATION PROVISION, THIS AGREEMENT, CHAMPS ONLY'S PRIVACY POLICY OR TERMS OF SALE, CHAMPS ONLY'S ADVERTISING OR MARKETING PRACTICES, OR CHAMPS ONLY'S PROGRAM AND OTHER PRODUCTS OR SERVICES SHALL BE SUBMITTED TO BINDING, FINAL, AND CONFIDENTIAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES. THIS ARBITRATION PROVISION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §§ 1-16, AND THE ARBITRATOR SHALL BE BOUND BY THE TERMS OF THIS ARBITRATION PROVISION. THE ARBITRATOR SHALL HAVE THE EXCLUSIVE AND SOLE AUTHORITY FOR DETERMINING WHETHER A DISPUTE OR CLAIM IS ARBITRABLE. THE ARBITRATOR SHALL FOLLOW APPLICABLE SUBSTANTIVE LAW OF THE STATE OF FLORIDA TO THE EXTENT CONSISTENT WITH THE FAA AND SHALL BE AUTHORIZED TO AWARD ALL REMEDIES AVAILABLE IN AN INDIVIDUAL LAWSUIT UNDER SUBSTANTIVE LAW, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, STATUTORY AND PUNITIVE DAMAGES, DECLARATIVE, INJUNCTIVE AND OTHER EQUITABLE RELIEF, INCLUDING PUBLIC INJUNCTIVE RELIEF, AND ATTORNEYS' FEES AND COSTS WHERE AVAILABLE UNDER APPLICABLE SUBSTANTIVE LAW. THE ARBITRATOR MAY ONLY RESOLVE DISPUTES OR CLAIMS BETWEEN YOU AND CHAMPS ONLY AND MAY NOT CONSOLIDATE CLAIMS OR PROCEEDINGS WITHOUT CHAMPS ONLY'S CONSENT. THE ARBITRATOR MAY NOT HEAR CLASS OR REPRESENTATIVE CLAIMS OR REQUESTS FOR RELIEF ON BEHALF OF OTHER INDIVIDUALS. IF A COURT OR ARBITRATOR DECIDES THAT ANY PART OF THIS AGREEMENT TO ARBITRATE CANNOT BE ENFORCED AS TO A PARTICULAR CLAIM FOR RELIEF OR REMEDY, THEN THAT CLAIM OR REMEDY (AND ONLY THAT CLAIM OR REMEDY) MUST BE BROUGHT IN COURT AND ANY OTHER CLAIMS MUST BE ARBITRATED.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU AGREE THAT CHAMPS ONLY HAS THE RIGHT TO BRING A CLAIM AGAINST YOU IN THE STATE OR FEDERAL COURTS OF FLORIDA FOR INJUNCTIVE RELIEF, EQUITABLE RELIEF, OR OTHERWISE ARISING FROM ANY POTENTIAL OR ACTUAL MISAPPROPRIATION OR INFRINGEMENT OF CHAMPS ONLY'S INTELLECTUAL PROPERTY RIGHTS AND YOU AGREE THAT VENUE IS PROPER AND THAT YOU ARE SUBJECT TO PERSONAL JURISDICTION IN SUCH FORUM.**

**UNLESS YOU TIMELY OPT-OUT, YOU WILL NOT HAVE THE RIGHT TO: (A) HAVE A COURT OR JURY DECIDE YOUR DISPUTE OR CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU WOULD HAVE IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE YOUR DISPUTE OR CLAIM WITH THE DISPUTE OR CLAIM OF ANY OTHER PERSON. OTHER RIGHTS THAT YOU WOULD HAVE HAD IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

**YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE THAT YOU PURCHASED A**

**PRODUCT OR SERVICE THROUGH CHAMPS ONLY'S WEBSITE BY SENDING A LETTER TO: CHAMPS ONLY LLC, ATTN. LEGAL DEPARTMENT, 1100 Brickell Bay Dr, Miami FL 33131, STATING YOUR NAME, THE PRODUCT YOU PURCHASED, AND YOUR INTENT TO OPT OUT OF ARBITRATION.**

**ARTICLE XXI  
NOTICES**

21.1 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; or (d) on the third (3) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following address (or at such other address for a party as shall be specified in a notice given in accordance with this Article XXI):

If to the Company: **CHAMPS ONLY, LLC**

Email: officialchamcrypto@gmail.com

Attention: Champ

**ARTICLE XXII  
CHANGES TO TERMS**

22.1 You can review the most current version of these Terms at any time on this page. We reserve the right, at our sole discretion, to update, change, modify, or replace all or any part of these Terms by posting updates and changes to our Website. All changes are effective immediately when we post them and apply to all access and use of the Program. It is Your responsibility to check our Website periodically for changes. Your continued use of or access to our Website or our Program following the posting of any changes to these Terms constitutes Your express acceptance of those changes.

**EXHIBIT A  
RISK DISCLOSURE DECLARATION**

We believe it is IMPORTANT for our customers (Program users/members) to be aware of and understand the challenges and risks associated with trading securities. It is important You take the time necessary to read this entire Risk Disclosure Declaration ("**Declaration**"). By signing below, You verify that You read and understand each risk, disclosure, and declaration set forth herein and agree to abide by them. This Declaration is exclusively between You and Champs Only. Each capitalized term used but not defined in this Exhibit A has the meaning given to such term in the Terms.

Champs Only offers educational services which we believe have the potential, but without any guarantees, to assist You in implementing successful trading strategies. Given that we cannot guarantee You a profit nor guarantee Your protection against a loss, we rely on this Declaration to express, and help You understand, the inherent risks and challenges of trading investments.

The risks, disclosures, and attestations in this Declaration are set forth in four categories: (I) Risks, (II) Communications, (III) Nature of Relationship, and (IV) Final Declaration. PLEASE SIGN AT THE END TO ACKNOWLEDGE YOUR UNDERSTANDING OF AND AGREEMENT WITH THIS DECLARATION.

**1. RISKS:**

I understand and agree that the implementation and use of any programs or services offered by Champs Only cannot guarantee a profit nor guarantee protection against loss and involve a high degree of



financial risk including the potential to lose some or all of the money I have or will invest in such activities. I understand and agree that Champs Only's Program is not a vehicle to provide investment advice.

I further acknowledge and agree that, by using the Program, (i) I am making the informed decision at my sole discretion to follow strategies from traders who may not possess the necessary license to conduct investment, portfolio, asset, or fund management, (ii) I am willing to bear all the potential risks and losses I may suffer as a result, and (iii) Champs Only does not, nor does it permit its personnel to, exercise discretion over or manage my trading account(s), or hold a power of attorney over my account(s).

I (i) possess sufficient investment knowledge, experience, and expertise, and/or have consulted with and am being guided by an independent financial advisor, accountant, attorney or other professional experienced in such trading, investment, and financial matters, prior to my engaging in trading activities, (ii) alone or with such professional advice have determined that the use of trading strategies taught by Champs Only and/or the use of Champs Only's Program is commensurate with the level of financial and economic risk I am willing and able to bear, and (iii) alone or with such professional advice, have determined the Program and my trading activities in connection therewith to be suitable and commensurate with my investment objectives, level of risk tolerance, liquidity needs, time horizon, and obligations to any of my financial dependents.

I understand and agree that I am solely responsible for (i) determining whether I should engage in such trading activities and can bear the inherent financial risks, and (ii) the ongoing and/or ultimate financial results derived from my use of any trading strategies taught by Champs Only and/or the use of Champs Only's Program, which I may choose to use at my own discretion.

I have conducted due diligence to determine what amount of money and time I can commit to the implementation and use of any trading strategies taught by Champs Only and/or the implementation and use of the Program.

I have conducted due diligence and understand that relying on any strategy promulgated by traders carries risk, and that I may be replicating trading strategies from traders whose ultimate purpose and intention, or financial status, may differ from my own. Champs Only makes no representation or warranty as to the level of expertise, skill and care of a particular trading strategy I choose to follow during my use of the Program, and I understand that such decisions are made at my own sole discretion.

I acknowledge and agree that (i) any information on past performance, risk scores, statistics, and any other information with respect to the traders, strategies, and portfolios via the Program are solely for informational purposes and not reliable indicators of future performance, and (ii) I am responsible for independently conducting my own due diligence and research before investing any funds.

I understand and agree that Champs Only shall bear no liability in the event of a *force majeure* event, including but not limited to an act of nature (such as, but not limited to, pandemics, wildfires, earthquakes, drought, blackouts, global pandemic, tidal waves and floods), a general economic crisis that shuts down the financial markets and banking sector, war, hostilities (whether war be declared or not), rebellion, revolution, insurrection, or military or usurped power, contamination by nuclear radioactivity, riot, commotion, strikes, lock outs or civil disorder, and acts or threats of terrorism, which prevents Champs Only from complying with the terms, disclosure of risks and any other of its obligations under this Declaration or impacts the functioning of the Program.

### **Cryptocurrency Risks**

I understand and agree that cryptocurrency is a digital representation of value that functions as a medium of exchange, a unit of account, or a store of value, but it does not have legal tender status. Cryptocurrencies are sometimes exchanged for U.S. dollars or other currencies around the world, but they are not generally backed or supported by any government or central bank. Their value is completely

derived by supply and demand and more volatile than traditional currencies. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange fiat currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear. Cryptocurrencies are not covered by either FDIC or SIPC insurance. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.

I understand and agree that purchasing cryptocurrencies comes with a number of risks, including volatile market price swings or flash crashes, market manipulation, and cybersecurity risks. In addition, cryptocurrency markets and exchanges are not regulated with the same controls or customer protections available in equity, option, futures, or forex investing. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future. I understand and agree to conduct extensive research into the legitimacy of each individual cryptocurrency, including its platform, before investing. I recognize that the features, functions, characteristics, operation, use and other properties of the specific cryptocurrency may be complex, technical, or difficult to understand or evaluate. The cryptocurrency that I consider may be vulnerable to attacks on the security, integrity or operation, including attacks using computing power sufficient to overwhelm the normal operation of the cryptocurrency's blockchain or other underlying technology. Some cryptocurrency transactions will be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that a transaction may have been initiated.

I understand and agree that cryptocurrency trading requires knowledge of cryptocurrency markets, and that in attempting to profit through cryptocurrency trading I must compete with traders worldwide. I understand and agree that I should have appropriate knowledge and experience before engaging in substantial cryptocurrency trading. Any individual cryptocurrency may change or otherwise cease to operate as expected due to changes made to its underlying technology, changes made using its underlying technology, or changes resulting from an attack. These changes may include, without limitation, a "fork," a "rollback," an "airdrop," or a "bootstrap." Such changes may dilute the value of an existing cryptocurrency position and/or distribute the value of an existing cryptocurrency position to another cryptocurrency.

I understand and agree that the volatility and unpredictability of the price of cryptocurrency relative to fiat currency may result in significant loss over a short period of time. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack. I understand and agree that under certain market conditions it may be difficult or impossible to liquidate a position quickly at a reasonable price (this can occur, for example, when the market for a particular cryptocurrency suddenly drops, or if trading is halted due to recent news events, unusual trading activity, or changes in the underlying cryptocurrency system). I understand and agree that the greater the volatility of a particular cryptocurrency, the greater the likelihood that problems may be encountered in executing a transaction. Further, in addition to normal market risks, I may experience losses due to one or more of the following events: system failures, hardware failures, software failures, network connectivity disruptions, and data corruption.

### ***Hypothetical Results***

I understand and agree that hypothetical or simulated performance results shown within the Program have many inherent limitations, with frequently sharp differences between hypothetical performance results and actual results subsequently achieved by any particular trading program. Unlike an actual performance record, simulated results do not represent actual trading. Since the trades have not actually been executed, the results may have under- or over- compensated for the impact, if any, of certain market factors, such as lack of liquidity. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial

risk and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of the trading losses are material points, which can also adversely affect trading results. There are numerous other factors related to the market in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

If I observe information regarding a successful hypothetical trade, Champs Only also has hypothetical trades where it lost money (whether or not inclusive of fees and commissions).

### ***Trade Alerts***

Champs Only may issue "alerts" to me in advance of a trade's execution through the Program. Champs Only cannot guarantee that I will receive the alert before the trade is executed, nor that the alerted trade will occur, as the conditions and other variables upon which the proposed trade is based may not materialize. Further, Champs Only does not guarantee that I will be able to execute the same trade at the alerted price or position size as market conditions change rapidly.

## **2. COMMUNICATIONS**

I understand and agree that (i) no past, present, or future communication(s) from Champs Only, Champs Only's managers, executive officers, employees, agents or independent contractors in any form whether verbal, written, in the form of sales material, whether communicated via email, telephone, television, radio, social media channels, or otherwise can contradict any of the risk disclosures set forth in this Declaration; (ii) Champs Only provides an online communication channel available to Champs Only customers allowing customers to communicate with each other, share information, and ideas should they choose; (iii) any communication, information, idea, or opinion conveyed through that online channel from other Champs Only customers are those of the respective customer and do not represent advice, guidance, or opinions from Champs Only, Champs Only's managers, executive officers, employees, agents or independent contractors; and (iv) should I make trading decisions, or any investment decisions based upon or influenced by such communication, I am solely responsible for such decisions and the result(s).

## **3. NATURE OF RELATIONSHIP**

I understand that (i) Champs Only is not registered with nor otherwise regulated by the CFTC, nor does Champs Only offer any commodity futures-related brokerage services or trading platforms or markets on which to execute trades or other investment activity; (ii) Champs Only is not registered with nor regulated by the U.S. Securities and Exchange Commission nor does Champs Only offer any securities-related brokerage services or trading platforms on which to execute trades or other investment activity; (iii) Champs Only, Champs Only's managers, executive officers, employees, agents or independent contractors CANNOT and DO NOT offer advice or guidance, and have not sought or received information from me, regarding any of the following: (1) what investments I should make, (2) what currencies or securities I should buy, sell, or hold, (3) what investment strategies I should use, (4) how much money I should invest or allocate to any investment or investment strategy, (5) my financial suitability to engage in any investment activity, (6) what level of financial risk I am able to bear, (7) what my liquidity needs are, (8) whether I am suitable to engage in any investment or investment strategy, (9) any advice traditionally offered by broker-dealers, investment advisers, or financial planners, (10) tax related matters, and (11) legal related matters; and (v) I am solely responsible for conducting due diligence regarding choosing a brokerage platform through which to open an account and transact trades, and that Champs Only does not provide guidance or pass upon the financial stability, reliability, efficiency, cost effectiveness, or any other merits of third-party brokerage firms and trading platforms.

## **3. FINAL AGREEMENT**

Subject to the modification clause in this paragraph, this Declaration constitutes the final Declaration between me and Champs Only. All prior and contemporaneous communications, negotiations, and agreements between me and Champs Only relating to the subject matter of this Declaration are superseded by this Declaration. Any modification to this Declaration must be made in writing and agreed to by me and Champs Only. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Signatures may be electronically executed and delivered, including by facsimile, any electronic method complying with the federal E-SIGN Act (e.g., DocuSign) or by manual signature captured on a pdf e-mail attachment, and any signature pages so executed and delivered shall be valid and binding for all purposes.