

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, conditioned upon your acceptance of all the terms, conditions, policies, and notices stated in these terms and conditions (hereinafter, the “**Terms**”). 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 members of the Program, as well as the Program’s research team. Features of the Program include admission to a private community chat or 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, personal insights from the research team and provide an overview of the latest events in the crypto market. The Company reserves the right to choose not to conduct a weekly live call and does not guarantee a minimum number of communications via live calls or the private community chat. The Company at its own discretion, and without notice, may change the format, substance, and frequency of communications and services provided by the Program.

1.3. Please read these Terms carefully before you start accessing 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. 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/>, incorporated herein by reference. If you do not agree to any or all of the terms and conditions set forth in these Terms, you do not have permission to use the Program.

2.2. You agree to abide by the rules and policies which are established from time to time by us in these Terms, and your continued use or access 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 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.

2.3. 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.

2.4. 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, unless otherwise expressly agreed to in a separate written agreement with Company. 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.

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

2.6. You shall not transmit through the Program any material 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.

ARTICLE III MEMBERSHIP

3.1. 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.

3.2. 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 3.5.

3.3. 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 duration (each a "**Membership Term**"). Unless you qualify for a refund under Section 3.6 of these Terms, your Membership will automatically renew for an additional Membership Term as long as your Membership continues, until you cancel your Membership, 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.

3.4. 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.

3.5. Notice of Cancellation. The Membership will automatically renew unless the Company is provided written notice of cancellation. Notice of cancellation shall be provided by user no less than fifteen (15) days prior to the commencement of the renewal Membership Term.

3.6. 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 PnL 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.

3.7. No Chargebacks. You agree and understand that the charges on a credit card for the usage of the Program through the Company are irrevocable, undisputable and may not be charged back,

contested, or challenged now or in the future, doing so is a material breach of this agreement for which the Company would be entitled to attorney fees, costs, and fees associated with addressing a chargeback in addition to the amount challenged. Should you not pay the amount submitted to by the Company for the cost of the chargeback within thirty (30) days after the Company has submitted its amount of cost due to you contesting a charge, the charges will be turned over to a collection agency. The Company shall have at its sole disposal any other legal remedy it independently chooses to pursue any collection against you for the cost of the chargeback. You further agree that proof of purchase by the Company is all that is necessary to the credit card agency or banking institution to deny a chargeback to you.

ARTICLE IV CONTENT

4.1. 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.

4.2. BY SIGNING UP, OR USING THIS PROGRAM, YOU ACCEPT AND AGREE TO THESE TERMS WHICH BIND YOU LEGALLY, AND YOU FURTHER:

- (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS;
- (B) REPRESENT AND WARRANT 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;
- (C) ACKNOWLEDGE THAT WE WILL COLLECT AND USE YOUR INFORMATION TO PROVIDE THE PRODUCTS AND SERVICES YOU REQUEST THROUGH THE PROGRAM;
- (D) UNDERSTAND THAT 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;
- (E) ACKNOWLEDGE THAT THE PROGRAM CONTAINS ONLY IMAGES AND SPEECH PROTECTED BY THE FIRST AMENDMENT TO THE UNITED STATES CONSTITUTION.
- (F) WARRANT THAT ALL INFORMATION PROVIDED UPON REGISTRATION AS PART OF YOUR ACCOUNT IS TRUE, COMPLETE, AND ACCURATE, AND THAT YOU WILL PROMPTLY INFORM US OF ANY CHANGES TO SUCH INFORMATION BY UPDATING THE INFORMATION ON YOUR ACCOUNT;
- (G) AGREE TO TERMS OF THE COMPANY'S PRIVACY POLICY ("**PRIVACY POLICY**"), AVAILABLE ON THE COMPANY'S WEBSITE; and
- (H) ACKNOWLEDGE AND AGREE THAT THE PROGRAM MAY ACCESS AND USE YOUR LOCATION INFORMATION BASED ON THE LOCATION OF YOUR DEVICE AT THE TIME OF CONNECTION.

ARTICLE V INTELLECTUAL PROPERTY

5.1. You acknowledge and agree that 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 Company and that you shall not disclose such information without Company's prior written consent. You are not granted any right to use, and may not use, any of our intellectual property rights, including 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 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 Company or the rightful intellectual property owner.

ARTICLE VI PROHIBITED USES

6.1. 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.

6.2. 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 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 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.

6.3. We reserve the right to terminate your use of the Program for committing any of the prohibited uses.

**ARTICLE VII
ACCOUNT INFORMATION AND PAYMENTS**

7.1. 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. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

7.2. 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.

7.3. 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.

**ARTICLE VIII
THIRD-PARTY LINKS**

8.1. 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 on 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.

8.2. 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 IX
PERSONAL INFORMATION AND COLLECTION OF LOCATION**

9.1. Your submission of personal information through the Program is governed by our Privacy Policy. Please review our Privacy Policy at for more detailed information.

9.2. 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.

9.3. 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 X ERRORS, INACCURACIES, AND OMISSIONS

10.1. 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 XI DISCLAIMER OF WARRANTIES

11.1. 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, 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.

11.2. 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 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; (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 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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 XII LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1. By accessing this Program, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available in this Program or the services or resources available through this Program.

12.2. IN NO EVENT SHALL WE OR OUR EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, REPRESENTATIVES, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (i) THE USE OR INABILITY TO USE THE PROGRAM OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE PROGRAM; (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PROGRAM OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE PROGRAM; (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PROGRAM; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN THE PROGRAM; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, PANDEMICS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO THE PROGRAM, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PROGRAM OR PROGRAM -RELATED SERVICES IS TO STOP USING THE PROGRAM AND/OR THOSE SERVICES. WE ARE NOT RESPONSIBLE OR LIABLE FOR YOUR ILLEGAL, UNAUTHORIZED, OR IMPROPER USE OF INFORMATION TRANSMITTED, MONITORED, STORED, OR RECEIVED USING THE PROGRAM.

12.3. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF US UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT

OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

12.4. You agree to indemnify, defend and hold 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 XIII SEVERABILITY

13.1. 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 XIV TERMINATION

14.1. 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 these Terms at any time by discontinuing use of our Program. 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.

ARTICLE XV NO WAIVER; ENTIRE AGREEMENT; AMBIGUITIES

15.1. No Waiver. The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15.2. Entire Agreement. These Terms, other applicable terms and conditions, and any policies or operating rules posted by us in respect to our Program constitutes the entire agreement and understanding between you and us and govern your use of the Program, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

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

ARTICLE XVI GOVERNING LAW; JURISDICTION; ATTORNEY'S FEES; JURY TRIAL

16.1. Governing Law; Jurisdiction. All matters relating to the Terms and all and any dispute or claim arising therefrom or related thereto shall be governed by and construed in accordance with the laws

of the State of Florida without giving effect to any conflict of law principles. Any legal suit, action, or proceeding arising out of, or related to, these Terms shall be brought exclusively in the federal or state courts of competent jurisdiction sitting in Miami-Dade County, Florida, and you expressly agree that such courts shall have jurisdiction over you.

16.2. Attorney's Fees. The prevailing party in any legal suit, action, or dispute arising hereunder or arising out of, or related to your use of the Program shall be entitled to an award of its reasonable attorney's fees and legal costs against the non-prevailing party.

16.3. Limitation on Time to File Claims. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE PROGRAM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16.4. Jury Trial. YOU HEREBY WAIVE ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE PROGRAM.

ARTICLE XVII NOTICES

17.1 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 XVII):

If to the Company: **CHAMPS ONLY**

Email: champsonlysupport@gmail.com
Attention: Champs Only

ARTICLE XIV CHANGES TO TERMS

18.1 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.