TERMS OF USE

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The CHAMPS Foundation maintains the Site as a portal for information, news and updates about the decentralized digital ecosystem utilizing units of value denominated as CHAMPs Tokens ("CHAMP Tokens"). For the avoidance of doubt, the CHAMPS Foundation does not control the blockchain on which CHAMP Tokens are tradable or useable (the "Protocol") and cannot control activity and data on the Protocol, the validation of transactions on the Protocol, or use of the Protocol. The Protocol is an open-source protocol that is maintained and processed by validators across the globe.

- 1. **Agreement to Terms**. By using the Site, you agree to be bound by these Terms and the Privacy Policy, which is incorporated herein by reference. If you don't agree to be bound by these Terms, do not use the Site.
- 2. Changes to these Terms or the Site. The CHAMPS Foundation may update these Terms from time to time at its sole discretion. If it does, it will let you know by posting the updated Terms on the Site. It is important that you review these Terms whenever they are updated or you use the Site. If you continue to use the Site after the updated Terms have been posted, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Site anymore. The CHAMPS Foundation may change or discontinue all or any part of the Site, at any time and without notice, at its sole discretion.
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- b. Access, tamper with, or use non-public areas of the Site, the CHAMPS Foundation's computer systems, or the technical delivery systems of the CHAMPS Foundation's providers;
- c. Attempt to probe, scan, or test the vulnerability of any of the CHAMPS Foundation's system or network or breach any security or authentication measures;
- d. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by the CHAMPS Foundation or any of the CHAMPS Foundation's providers or any other third party (including another user) to protect the Site;
- e. Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by the CHAMPS Foundation or other generally available third-party web browsers;
- f. Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
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- h. Interfere with, or attempt to interfere with, the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
 - i. Impersonate or misrepresent your affiliation with any person or entity;
 - j. Violate any applicable law or regulation; or
 - k. Encourage or enable any other individual to do any of the foregoing.

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- 9. **Geographic Restrictions**. The CHAMPS Foundation is based in the Cayman Islands. The CHAMPS Foundation makes no claims that the Site or any of its content is accessible or appropriate outside of the Cayman Islands. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the Cayman Islands, you do so on your own initiative and are responsible for compliance with local laws.

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- b. To the extent the Site allows you to interact with the Protocol, you understand that your use of the Protocol is entirely at your own risk. The Protocol is available on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment, and non-infringement. You assume all risks associated with using the Protocol, and digital assets and decentralized systems generally, including, but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against the CHAMPS Foundation or

anyone else for any losses due to the use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

11. **Indemnity**. You will indemnify and hold the CHAMPS Foundation and its officers, directors, employees, and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Site, including any interactions with the Protocol through the Site, or (b) your violation of these Terms.

12. Limitation of Liability.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE CHAMPS FOUNDATION NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE CHAMPS FOUNDATION OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
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- 13. **Governing Law and Forum Choice**. These Terms and any action related thereto will be governed by the laws of the Cayman Islands, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the courts located in the Cayman Islands, and you and the CHAMPS Foundation each waive any objection to jurisdiction and venue in such courts.

14. General Terms.

a. <u>Entire Agreement</u>. These Terms constitute the entire and exclusive understanding and agreement between the CHAMPS Foundation and you regarding the Site, and these Terms

supersede and replace all prior oral or written understandings or agreements between the CHAMPS Foundation and you regarding the Site.

- b. <u>Severability</u>. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- c. <u>Assignment</u>. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without the CHAMPS Foundation's prior written consent. Any attempt by you to assign or transfer these Terms absent the CHAMPS Foundation's consent or your statutory right without such consent will be null. The CHAMPS Foundation may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.
- d. <u>Notices</u>. Any notices or other communications provided by the CHAMPS Foundation under these Terms will be given by posting to the Site.
- e. <u>Waiver of Rights</u>. The CHAMPS Foundation's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the CHAMPS Foundation. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information. If you have any questions about these Terms or the Site, please contact the CHAMPS Foundation at contact@superchamps.com