Terms of Service
Updated as of 03/07/25

IMPORTANT NOTICE: THESE TERMS OF SERVICE ARE A CONTRACT THAT ARE SUBJECT TO BINDING ARBITRATION AND WAIVER OF CLASS ACTIONS PURSUANT TO SECTION 10 BELOW

1. General

A. Legal Contract

These Terms of Service ("Terms") are a legal contract between Super Champs Foundation, ("us" or "our" or "we") and you ("you" and "yours"), and govern your use of our application Powerplay Tournament (“feature”) and all related websites, materials, tools, and services that we provide and, all of which collectively are referred to in these Terms as the "Services." The term "Services" includes all sponsoring-related features and activities provided through our Website. The Services are operated by us and offered to you for your personal, non-commercial use and entertainment. Your use of the Services (including but not limited to accessing our website and using the Website) is subject to these Terms and all applicable laws. If you do not agree to these Terms, you may not use the Feature or the Services.

B. Agreement

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE CREATING AN ACCOUNT WITH US OR USING ANY OF OUR SERVICES. YOU CANNOT USE ANY SERVICES OR CREATE AN ACCOUNT IF YOU DO NOT ACCEPT THESE TERMS. BY CREATING AN ACCOUNT, USING ANY OF THE SERVICES, OR BY CLICKING "I ACCEPT", YOU AFFIRMATIVELY INDICATE THAT YOU HAVE:

(i) READ AND ACCEPT THESE TERMS;

(ii) AGREE TO BE BOUND BY THESE TERMS; AND

(iii) ARE AUTHORIZED AND ABLE TO ACCEPT THESE TERMS.

C. Arbitration, Class Action Wavier, and Dispute Resolution

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ("CLAIM") ARISING OUT OF OR RELATING TO THESE TERMS AND/OR OUR APP, WEBSITE, OR ANY OTHER SERVICES MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN SECTION 10 BELOW. PLEASE READ SECTION 10 CAREFULLY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY.

D. Changes to these Terms

We reserve the right to change, revise, or otherwise modify these Terms at any time, with or without notice. We will strive to publicize and post any such changes through various channels,

but it is solely your responsibility to review and read the Terms, as they may change from time to time. Continued use of the Services and use of the Website means you accept and agree to be bound by the revised Terms. We strongly suggest that you periodically review these Terms for any changes.

E. Violation of these Terms

If you violate any of these Terms or if we believe that you have violated these Terms, we may terminate your Account with or without notice, limit or restrict your access to the Services, and you may forfeit any funds in your Account or any prizes that you may have associated with your Account. Taking any action against you listed in this paragraph does not limit our ability to take any other action permitted by law or to pursue any other legal or equitable remedies that may be available, including without limitation damages and injunctive relief.

F. Financial Risk Disclaimers

Please read and carefully consider the following:

Participation in a Tournament (as defined below) involves an element of financial risk and may be addictive. Please play responsibly and at your own risk.

Past performance in Tournaments does not guarantee future results. The outcome of any Tournament is determined by various factors and cannot be predicted with certainty.

You may lose part or all of the $CHAMP tokens or Magic Shroopies you Sponsor in a Tournament. Never Sponsor more than you can afford to lose.

This is not an investment platform. Participation in a Tournament is for entertainment purposes only and not considered as a form of financial investment or income opportunity.

We do not guarantee any winnings or payouts. All prizes are subject to the terms and conditions of each specific Tournament.

G. Users located in the United States

To be eligible for an Account, to use our Services, and play our Website, you must:

(i) be a natural person who is at least 18 years of age or older (as set forth below), and who is personally assigned to the email address submitted during your Account creation;

(ii) have the power and ability to enter into a contract with us;

(iii) be physically located within the U.S. when accessing your Account and playing the Tournament;

(iv) be physically located within a U.S. state in which use of our Services and playing the Tournament is unrestricted by that state's laws; and

(v) at all times abide by these Terms.

If you violate any of these requirements at any time, we may suspend or close your Account, prohibit your access to the Services, and you may forfeit any tokens associated with your accounts and any prizes. We may take these actions with or without notice.

H. Users located outside of the United States
To be eligible for an Account, to use our Services, and play our Website, you must:

(i) be a natural person who is at least 18 years of age or older, and who is personally assigned to the email address submitted during your Account creation;

(ii) have the power and ability to enter into a contract with us, as well as the ability to read and understand English and have read and understood these Terms in English;

(iii) be physically located within a jurisdiction that does not prohibit the Services or the Website and does not prohibit you from accessing the Services and playing the Website;

(iv) at all times abide by these Terms.

If you violate any of these requirements at any time, we may suspend or close your Account, prohibit your access to the Services, and you may forfeit any tokens associated with your accounts and any prizes. We may take these actions with or without notice.

I. Sponsoring
If you choose to participate in sponsoring activities provided through our Website, either as a player (backed by others) or as a backer/supporter of players, you agree to be bound by these Terms. Please see Section 5 of these Terms, "Terms of Sponsoring."

J. Sponsoring Explained
Sponsoring is a feature within our Website that allows users to support or "back" players in video game competitions. As a backer, you contribute $CHAMP tokens or Magic Shroopies towards a player's entry fee in exchange for a potential share of their winnings. If you choose to participate as a player, you may receive backing from other users to cover your entry fees. Sponsoring is purely for entertainment purposes and carries inherent risks, including the possibility of losing your entire Sponsored amount if the backed player does not win. All sponsoring activities are subject to these Terms and as more specifically provided in Section 5 of these Terms. It is important that you know that sponsoring activities carry inherent risks. Users may lose their entire Sponsored amount.

Sponsoring is a high-risk activity. Past performance does not guarantee future results. You may lose your entire Sponsored amount. Please always ensure that you Sponsor responsibly.

Sponsoring is purely for entertainment purposes, is based on a contract between the player and their backers/supporters and should not be considered in investment or financial product.

D. Account Misuse and Multi-Accounting

You agree that the sole and specific purpose of creating an Account for our Services is to participate in Tournaments and engage in authorized activities on our platform. We may suspend, limit, deactivate, or terminate your Account if we determine, in our sole discretion, that you are violating these Terms; violating or conspiring to violate any local, state, or federal law or regulation; violating, or causing us to violate any agreement we have with any third party, including payment processors and other financial institutions; or otherwise abusing or misusing the Services in any way whatsoever.

Each User may establish only one (1) Account. Users are strictly prohibited from “co-owning” or sharing Accounts. Users may not use or in any way control or influence another person's Account. Users shall not direct, control, or otherwise use another User's Account in any manner whatsoever, including as a proxy for the User's own Account, to make Tournament entries, or to evade any restrictions, limitations, or suspensions placed on the User's own Account. Furthermore, Users may not use, direct, or control any Account other than their own for any purpose, including, but not limited to, avoiding Account limits, suspensions, responsible gaming related limitations, evading other Account restriction(s) whether self-imposed or imposed by us, or abusing promotional or bonus offerings, such as referral bonuses, for which each Account is eligible. The Account misuses and duplications described in this section shall collectively be referred to as “Multi-Accounting.” Multi-Accounting is a violation of these Terms and may also violate state laws or regulations in many of the jurisdictions in which we operate. In the event that we, in our sole and unlimited discretion, determine that you have engaged in Multi-Accounting, then, in addition to any other rights that we may have at law, equity, or created herein, we reserve the right to: (i) suspend or terminate any or all of your Accounts (and all other Accounts associated with the Multi-Accounting); (ii) cancel any pending or in-progress entries made on the Accounts associated with the Multi-Accounting; (iii) demand and/or seize all funds earned by you by participating in Tournaments during the time period of the Multi-Accounting; (iv) terminate, withhold, or revoke the awarding of any prizes, including prizes that you have already withdrawn from your Account; (v) seize or remove all promotional balances, bonuses, or free entries previously awarded to each Account(s); and (vii) report you to any relevant authorities for violation of state laws and regulations. By agreeing to these Terms, you acknowledge and accept that we have zero tolerance for Multi-Accounting and will take swift and decisive action against any User found to be engaging in such practices, including but not limited to immediate account closure and forfeiture of all funds associated with your Account.

E. Marketing Communications

By creating an account and using our Services, you agree that we may send you promotional communications, including but not limited to emails, push notifications, and text messages, about our products, services, tournaments, and special offers. These communications may be personalized based on your activity and preferences. You can opt-out of receiving marketing communications at any time by following the instructions provided in the communication or by contacting our support team.

G. Compromised Account
You agree to immediately notify us of any unauthorized use of your username, password, or Account, or any other security breach, whether actual, threatened, or suspected, associated with your Account or the Services.

H. Personal Location Data
As part of providing the Services, we will collect information location from the device you are using to access the Services. You may disable location access at any time on your device; however, certain Services (such as access to the Website) requires us to verify location of the user, and accordingly your access may be limited or denied if we are unable to verify your location.

I. Use of Information Collected
We may use the information you provide us (including but not limited to your email address) to send you periodic promotional materials, special announcements, and other related communications. You have the opportunity to opt out of these communications at any time.

3. User Code of Conduct and Anti-Harassment Policy
By participating in the Powerlay Tournament feature, you agree to abide by the following Code of Conduct and Anti-Harassment Policy:

Engage in fair play and refrain from cheating, hacking, or exploiting glitches.
Treat all users, opponents, and our staff with respect and courtesy.
Maintain the security of your account and do not share your login credentials.
Do not post, transmit, or share any content that is illegal, offensive, or violates the rights of others.
Participate in matches to the best of your ability and do not intentionally lose or “throw” games.
~~Use only legitimate payment methods that you are authorized to use.~~
Respect our intellectual property rights and those of other users.
Do not share other users' personal information without their consent.
Abide by all applicable local, state, and federal laws while using our platform.
Do not under any circumstances accuse other players or participants using our Services of cheating, match fixing, or other misconduct. Report any suspected misconduct to support@superchamps.com. Any accusations or communications in violation of these standards will be considered a violation of these Terms and we make take all appropriate action, including and up to banning the communicator and causing all funds associated with the communicator's Account to be forfeited.
A. Anti-Harassment Policy
As part of our Services, we offer players the opportunity to communicate through chat and similar functions associated with our Website. We believe in a fair-play, discrimination-free, and harassment-free environment available to all and we take all allegations of misconduct and harassment seriously. We have a zero-tolerance anti-harassment policy and reserve the right to

determine (in our sole and absolute discretion) whether the policy has been violated, and the appropriate sanction for the offending party, which may include termination of the account, a permanent ban, forfeiture of all account funds and any associated prize winnings. Without limitation, the following conduct is prohibited:

Use of offensive, derogatory, racist, and/or racially or ethnically charged language;
Use of sexually charged language, including language that threatens sexual violence, is demeaning towards any sex or gender, is homophobic or transphobic, and/or is otherwise targeting any particular sex or gender;
Hate speech and cyber-bullying; and
Any overly violent, threatening, indecent, or otherwise inappropriate language that is unsportsmanlike and without place in our gaming community.
While we realize that competition is exciting, we strongly believe in ensuring a safe, sportsmanlike, and civil environment for all players, regardless of their race, ethnicity, gender, sexual orientation, or any other characteristic. Keep it fun, keep it friendly, and above all remember that playing video games is supposed to be for entertainment.

If you believe that you have been subjected to any inappropriate conduct, please contact us at support@superchamps.com and provide as much information as possible, including the identities of the parties involved and any screen cap or recording of the alleged incident, so that we may properly investigate and address the matter.

We reserve all rights and discretion to enforce these policies as we deem appropriate based on our own internal investigations and dispute resolution efforts.

Report any violations of the Code of Conduct and Anti-Harassment Policy or suspicious behavior to our support: support@superchamps.com.

4. Services
A. Services
We may at any time, with or without prior notice to you, (i) modify, suspend, or terminate your access to the Services (including the Website) without any liability to you and for any reason (or no reason) whatsoever; (ii) interrupt access to the Website and Services at any time and without liability for the purposes of maintenance, repairs, and patching.

B. Software
To access the Website and use our Services, you may be required to download certain software and associated program interfaces, license keys, and patches (“Software”) on your device. By downloading the Software, you agree and understand that periodic updates may be necessary and if you do not allow access for the purposes of updates, the Software may no longer be usable and you may no longer be able to access the Website.

5. The Website
A. Description and Nature of the Website

The Website provides you with the opportunity to sponsor esports players in skill-based video game competitions against other players. ANY COMPETITION, TOURNAMENT, GAMEPLAY, OR OFFER IS STRICTLY VOID AND OF NO EFFECT IN ANY STATE, COUNTRY, OR OTHER JURISDICTION THAT PROHIBITS, RESTRICTS, OR REQUIRES A LICENSE FOR SUCH ACTIVITIES. Notwithstanding any status, no prize is awarded to winners who are younger than eighteen (18) years of age or participate from any Restricted Jurisdiction (as defined below) or participate from a jurisdiction where the awarding of a prize based on the participant's results in the competition is prohibited, illegal, or otherwise restricted.

The competitions that you may sponsor through our Website are skill-based tournaments. The outcome of these competitions is determined by the relative skill, knowledge, and experience of the players, rather than by chance. While there may be elements of chance involved inherent in the video game competitions, skill is the predominant factor in determining the results. Players' success depends on their ability to strategize, make decisions, and execute gameplay techniques effectively.

B. Your Responsibility as the User

By registering for an Account and using the Website and Services, you represent and warrant to us that you have reviewed the laws of your state, country, and/or jurisdiction, and after such review, you have determined that your activities are not prohibited, restricted, or required to be licensed by any applicable law. You understand that we may rely on your representation, you are registering for an Account, using the Website, and the Services at your own sole discretion and assume all associated risk. You further acknowledge and understand that you are not relying on us for any warranty or other representation regarding your compliance with applicable law, and you further acknowledge and understand that no representative of ours has the ability or the authority to make such a representation. Your ability to download the Website and use the Services in your location does not mean that your actives are legal and we make no representation that your ability to download the Website and use the Services constitute any sort of legal compliance. Further, you agree to comply with our Anti-Harassment Policy and understand that any violation of our Anti-Harassment Policy may result in suspension, closure, or revocation of your Account, forfeiture of any funds and/or prizes associated with your Account, and other actions against you as may be permitted by applicable law, including but not limited to civil legal action and potential referral for criminal prosecution. We retain the sole and final discretion to determine whether our Anti-Harassment Policy was violated.

You acknowledge and agree that the competitions that you may sponsor through our Website are skill-based tournaments. By using our Website, you represent that you understand the nature of these competitions, the funding/sponsorship/sponsoring mechanism,. You are responsible for assessing your own participation, as well as making informed decisions about your participation.

Before participating in any sponsoring activities, you must verify that your participation complies with all applicable laws in your jurisdiction. You agree to complete any additional verification

steps we may require to confirm your eligibility based on your location. We reserve the right to restrict or prohibit your participation based on your jurisdiction's laws.

C. Video Game Competitions and Tournaments
The Website is a platform that connects esports professionals with fans/backers to sponsor the professionals' entry fees in exchange for a share of the potential prize. We do not host any gameplay on any platform, nor do we have control over the gameplay, communication, or activity of any player. We are not responsible for the activities of any players using our Website and Services and expressly disclaim any responsibility, warranty, or liability related to players' use of our Website and Services.

D. Ownership of Hardware and Software
You agree and represent that you own the necessary hardware and software (i.e. the games) to use in connection with our Website and Services, and it is your sole responsibility to ensure the proper functioning of such hardware or software. We disclaim any responsibility for any damages or other impact to your hardware or software that you may experience while using our Website and Services. You agree and represent to us that you are using a fully licensed version of all software and not engaged in any hacking, spoofing, pirating, intellectual property violation, or other illegal activity when using the hardware or software.

E. Third-party Streaming Services
Our competitions may involve broadcasting or streaming gameplay on Twitch or other comparable streaming or broadcasting service. You assume sole responsibility with respect to your interaction with such streaming, registration for an account, and compliance with all applicable terms and conditions. We have no control over any streaming service, its integrity, stability, functionality, others' (including players and spectators) interactions with you or the streaming service.

F. Release of Rights in Stream or Broadcast
Unless otherwise agreed to in an express separate writing signed by you and us, using our Services and our Website, including the streaming or broadcast of any gameplay, you grant us a worldwide, perpetual, non-exclusive license to use, record, rebroadcast, and otherwise utilize any portion of such stream or broadcast, or your interactions therewith for our promotional efforts, internal record keeping, compliance, and any other purpose. You agree to waive all copyrights and other intellectual property rights in the stream or broadcast, and you agree to release us from any claims related to the use of the stream or broadcast.

G. Account Funding and Fees
Entry fees are payable via $CHAMP, ETH or any other crypto currency defined by the company.. All entry fees paid in connection with a competition are final and you are entitled to a refund only at our sole discretion.

Sponsoring-related fees are governed by these Terms and the rules applicable to the Sponsored Events (as defined in Section 5).

J. Currency
All transactions, including deposits, withdrawals, tournament entries, and prizes, are denominated in the currency presented in the interface at the time of transaction, whether in $CHAMP, Ethereum or any other crypto currency defined by the company . Users are responsible for any currency conversion fees imposed by your financial institutions as part of any transaction..

K. Refund Policy
We do not offer refunds on deposits or tournament entries. However, at our sole discretion, we may issue refunds in cases of canceled matches, system errors, match fixing, and other case-by-case scenarios.

M. Prizes
The winners of various sponsoring-related competitions may be awarded prizes. The amount of the prize is disclosed to the players and predetermined ahead of the start of each competition. Once a competition concludes, we will conduct an internal review to ensure fairness and technical soundness. Once our verification process concludes, and subject to our right to request additional information and these Terms, we will notify the winners and issue them their prizes via token claim portal.

O. Tournament Results and Dispute Resolution
Tournament results will be posted after each tournament ends, typically 20-30 minutes after the conclusion of the tournament. However, all results remain subject to final verification. Once winners are notified, the scoring results will not be changed regardless of any official adjustments made by professional leagues or other governing bodies, though we reserve the right to make adjustments based on errors or irregularities in the transmission of information to us from our stats provider or in our calculation of results.

If you believe there has been an error in scoring or results, you must contact our support team at support@superchamps.com within 24 hours of the tournament's completion. Please provide as much detail as possible about the alleged error, including any relevant evidence or documentation.

We will investigate all properly submitted disputes and make a determination in our sole discretion. Our decisions regarding tournament results and scoring are final and binding. We may, at our discretion, make adjustments to tournament results if we determine there has been a clear and verifiable error in scoring or data transmission.

We take every effort to ensure accurate, up-to-date scoring is applied across all tournaments. However, we do not guarantee the accuracy of any scoring or stat corrections.

By participating in our Services, you agree to this dispute resolution process and acknowledge that any decision by us regarding tournament results are final.

Q. Additional Information, Withholding, and Forfeiture

We reserve the right, in our sole discretion, to request additional information from you before issuing a prize. Such additional information may be personally identifying information, such as your name, address, and social security number, to enable us to comply with our obligations under applicable tax laws. If you do not or refuse to provide the requested information, any prizes that you may have won will be forfeited. Additionally, we reserve the right to review each competition, verify your information and the information that you have provided, and conduct all due diligence that we may deem necessary before issuing your prize. We reserve the right to change the rules of any competition at any time, and you are not entitled to any prize until related funds or tokens are secure in your self-custodied wallet. The time that the review and verification process varies on a case-by-case basis, and shall be conducted in our sole discretion with no obligation or liability to you. If we determine, in our sole discretion, that the fairness or integrity of the competition was compromised, there was a technical issue, malfunction, or other problem that affected the outcome, we reserve the right to cancel the competition, and cancel all prizes, and refund the entry fees to all participating players, less applicable transaction fees. Notwithstanding this provision, any violation of these Terms by you also permits us to freeze your Account and cause you to forfeit any deposited funds or any prizes, with or without prior notice.

R. Restrictions on Use

You may not use, copy, reproduce, or redistribute the Services, Software, or Website or related or derivative products or services without our express written permission. You may not engage in, or assist others to engage in, conduct that would damage or impair our property including, without limitation: (i) copying, distributing, transmitting, displaying, performing, framing, linking, hosting, caching, reproducing, publishing, licensing, or creating derivative works from any information, software, products or services obtained from us; (ii) providing unauthorized means through which others may use Services such as through server emulators or IP spoofing programs; (iii) taking actions that impose an unreasonable or disproportionately large load on network infrastructure, or that could damage, disable, overburden or impair our Services or Website; (iv) interfering with any other party's use and enjoyment of Services and/or Website (including cheating); and/or (iv) attempting to gain unauthorized access to third party accounts, the Service, Software, or the Website.

S. Restrictions on Participation

By using our Website, players agree to be bound by these Terms and our decisions and interpretations with respect thereto, which shall be final and binding in all respects. We, in our sole discretion, may disqualify any user from sponsoring or sponsoring any competition, refuse to award benefits or prizes and require the return of any prizes, if a player engages in conduct or otherwise utilizes any information that we deem to be improper, unfair or otherwise adverse to the operation of the tournament or platform.

Our employee or an immediate family member of such employee;
Accessing or has had access to any pre-release, confidential information or other information that is not available to all other players and that provides the player an advantage in such a competition, including any information from a non-public source (“Non-Public Information“);
An employee of our sponsor, consultant, or supplier, or any other third party that has access to Non-Public Information or otherwise receives an unfair advantage in the player's participation in a competition;
In breach of any rules or policies of the entrant's employer regarding participation in our competitions or playing the Website or accepting prize money;
Any person prohibited from participating pursuant to court order;
Any player who has knowingly received Non-Public Information that provides an unfair advantage in a competition from any person who is prohibited from entering a competition or playing the Website as provided in these Terms;
Person who has previously been banned from using our Services or the immediate family member of such person who has been previously banned.
T. Disqualification and Tournament Cancellation
We reserve the right, in our sole discretion, to disqualify any user from sponsoring or sponsoring a tournament, refuse to award prizes, and/or close or suspend a user's account if we reasonably believe the user has violated these Terms, engaged in any fraudulent activity, or conducted themselves in a manner detrimental to the fair operation of the tournament or platform.

U. Account Bans and Associated Parties
If we ban a user for match fixing or other serious violations of our Terms, the ban will extend to all individuals residing in the same household and any associated family members. This policy is designed to maintain the integrity of our platform and prevent banned users from circumventing restrictions through related accounts.

V. Match Fixing and Fair Play
We strictly prohibits match fixing, collusion, and any other activities that compromise the integrity of tournaments. We employ both automated systems and manual reviews, including live referees for certain tournaments, to monitor for suspicious activity. We reserve the right, at our sole discretion, to investigate any suspected unfair play and take appropriate action, including but not limited to: disqualifying tournament entries, forfeiting prizes, suspending or terminating accounts, and banning users from the platform. We may also refer suspected match fixers to the appropriate law enforcement authorities for investigation.

W. Other Improper Conduct

In addition, conduct that would be deemed improper also includes, but is not limited to:

Falsifying personal information required to enter a competition, play the Website, or claim a prize;
Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a competition, play the Website, or claim a prize;
Colluding with any other individual(s) or engaging in any type of syndicate play;
Any violation of these Terms;
Using a single Account to participate in a competition on behalf of multiple entrants or otherwise collaborating with others to participate in any competition or playing the Website;
Using automated means (including but not limited to scripts and third-party tools) to interact with our Services, Software, or Website in any way;
Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information from our Services, Software, or Website or other players;
Any type of bonus abuse or abuse of any other offers or promotions;
Tampering with the administration of a competition or trying to in any way tamper with the computer programs or any security measure associated with a competition;
Obtaining other players' information and spamming other players; or
Abusing or misusing our Services, Software, or Website in any way.
In addition to all other rights in these Terms, we may suspend, investigate, terminate, and/or ban any user who has in our sole determination and discretion breached any of these Terms. Further, we retain the sole discretion to terminate any Account for any reason or no reason at all; however, we agree to refund any funds deposited in such terminated account, unless the player has committed a breach of these Terms and has forfeited such funds in accordance with these Terms.

X. Termination/Cancellation of Competition and Refund of Entry Fee
We reserve the right at any time to terminate and cancel any competition for any or no reason at all. Our termination and cancellation right is absolute and may be exercised before the competition begins, during the competition, or after the competition. Players who have paid sponsorship or sponsoring fees for a terminated or cancelled competition will have their fees refunded through a credit to their account; however, we reserve the right to refuse refund to any player who violates these Terms.

Y. Chargebacks
If you initiate a chargeback for any deposit made to your account, you will forfeit any winnings generated from tournaments entered using those funds. Additionally, your account balance will be reduced by the amount of the chargeback. If this results in a negative balance, you agree that this constitutes a debt owed to us, payable immediately. Your Account will also be permanently banned, and subject to our sole and absolute discretion, you will be prohibited from using our Services in the future.

Z. No Limitation on Remedies

Players further acknowledge that the forfeiture and/or return of any prize shall in no way prevent us from pursuing criminal or civil proceedings in connection with such conduct.

AA. Waiver and Indemnification on Entry and Prize Receipt

By using our Website or Services, making any payment, or otherwise sponsoring or sponsoring a competition, or accepting any prize, users, including but not limited to the winner(s), agree to indemnify, release and to hold harmless us, our affiliates and agents, as well as the officers, directors, employees, shareholders, attorneys, and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the competition, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or traveling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. We may, in our sole and absolute discretion, require a player to execute a separate release of claims similar to the one listed above in this paragraph as a condition of being awarded or receiving any prize. We are not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a competition), including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from participation in a competition; inability to access the our Website, or any related Services; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof. We are not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason a competition is not capable of running as originally planned, or if a competition, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a competition in accordance with these Terms or applicable rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in our sole opinion corrupts or affects the administration, security, fairness, integrity, or proper conduct of a competition, we reserve the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the competition, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be given.

AB. Hacking

ANY ATTEMPT BY A PLAYER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE APP OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE

MADE, WE RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING REFERRAL TO THE APPROPRIATE AUTHORITIES FOR PROSECUTION.

AC. Publicity

Your use of the Website must be only as specified in these Terms. Failure to comply with these Terms will result in disqualification and, if applicable, prize and funds forfeiture, and closure of your Account. All players, users, and winners consent to the use of their name, voice, and likeness/photograph in and in connection with the development, production, distribution and/or exploitation of any competition or the Website. Winners agree that from the date of notification by us of their status as a potential winner and continuing until such time when we inform them that they no longer need to do so that they will make themselves available to us for publicity, advertising, and promotion activities. We reserve the right to move and remove players from future activities in relation to the Website as determined by us in our sole discretion.

AD. Chat

We offer the opportunity for users to communicate via chat in our Website. All such communications are monitored and recorded by us, whether they are sent privately or publicly. Your use of the chat function is subject to these Terms, including but not limited to the Anti-Harassment Policy set forth below. Violation of these Terms using the chat will be investigated and your account shall be subject to suspension, closure, forfeiture of funds, and any other remedies permitted under these Terms or applicable law.

AE. Jurisdiction-Specific Restrictions

You acknowledge and agree that:

The legality of using our Services and sponsoring activities may vary depending on your location.

It is your sole responsibility to ensure that your participation is lawful in your jurisdiction.

Prior to engaging in any sponsorship or sponsoring activity, you must:

Review and understand the laws and regulations of your country, state, and local jurisdiction regarding online gaming and sponsoring.

Confirm that your participation is legal and does not violate any applicable laws.

Complete any additional verification steps we may require to confirm your eligibility based on your location.

We reserve the right to:

Require additional documentation or verification to confirm your compliance with local laws.

Restrict or prohibit your participation in certain activities based on your jurisdiction.

Block access to certain features or the entire Service in jurisdictions where it may be illegal.

You agree to promptly notify us of any changes in your location that may affect your eligibility to participate.

AF. Important

By using our Website and Services, you represent and warrant that you have verified your compliance with all applicable local laws and regulations.

6. Terms of Sponsoring

A. In General

Sponsoring Features. The sponsoring features of our Website are governed by these terms, which are integrated into and form part of our Terms of Service. These features are provided solely for entertainment purposes and are not intended as investment products or for profit-seeking activities.

Definition of Sponsoring. In general, sponsoring involves backing and supporting a particular player or team by contributing to their entry fee in a competition, tournament, or other event.

Compliance with Local Laws. You are solely responsible for ensuring that your participation in Sponsoring Events complies with all applicable local, state, and federal laws.

Player Participation. Players may choose to participate in Sponsored video game events. We retain sole discretion in determining eligible players, games, and event rules. By registering for a Sponsored Event, you agree to abide by our decisions, which are final. Participation is voluntary and does not affect your use of other Website features.

Backer/Supporter Participation. You may use the sponsoring feature to back or support third-party players or teams in Sponsored Events. This participation is voluntary and does not impact your use of other Website features.

Relationship Limitations. Your obligations in Sponsored Events are solely to us, as outlined in these terms. You have no rights, obligations, or relationships with other players, teams, or users participating in Sponsored Events, regardless of your role as a competitor or backer/supporter.

Entertainment Purposes. Participation in Sponsored Events, whether as a player or backer/supporter, is for entertainment only. You acknowledge the inherent risk of performance variability and agree that backing a player or team constitutes a contract and purchasing entertainment for personal consumption, without entitlement to refunds, returns, profits, or other gains.

Risk Assumption and Legal Fees. You waive any claims against us and out affiliates or other participants related to disappointment, poor performance, perceived player miSponsors, or similar reasons in Sponsored Events. Should you initiate legal action against us, our affiliates, or other players regarding Sponsored Events, you agree to pay our actual attorney fees and costs incurred in defense or response to such action.

Right to Refuse. We reserve the right to refuse or limit any Sponsor at our sole discretion, without providing a reason.

Data Usage. We may collect and use data related to Sponsoring Events for any purpose including our services and marketing. Please see our Privacy Policy for more information.

B. Sponsoring Events

Rules, Seeding, and Final Decisions. For all Sponsored Events, we will organize and administer the event, including establishing rules and parameters, seeding, and making any final decisions in the event of a dispute. We reserve the right, in our sole discretion, to disqualify players or teams for violations of our Terms of Service or any event-specific rules, including but not limited to cheating. By participating in any Sponsored Event, you agree to be subject to our sole and final discretion.

Event Cancellation. We reserve the right to cancel, postpone, or modify any Sponsoring Event at any time, for any reason, without prior notice.

Entry Fees. Each Sponsored Event will have an entry fee. Players or teams participating in the Sponsored Event will not be responsible for paying the entry fee, unless our Sponsored Event rules provide otherwise. In general, backers/supporters will be responsible for “sponsoring” their chosen player or team in exchange for a percentage of any prize the player or team may win, proportional to the amount Sponsored. If a player or team does not secure enough backers/supporters to cover the entry fee, we may Sponsor any shortfall without additional obligations to the player/team or their backers/supporters. We also reserve the right to add amounts to a prize pool, add Sponsors or backing to any player or team, or offer support to any participant(s) without obligation to any other participant, backer/supporter, or person.
Sponsor Limits. We may, at our sole discretion, set or change maximum and minimum Sponsor amounts for any Sponsoring Event.
Variable Winnings Events. Some Sponsored Events may offer variable winnings options that depend on the total Sponsors contributed towards a specific team or player. As the Sponsored amount for a particular player or team increases, your potential share of the winnings may decrease. These events will be clearly marked. As a backer or supporter, you understand and agree that your share of any potential winnings is not finalized and may change up until the start of the Sponsored Event. Your potential winnings will never be less than or equal to your Sponsor. By participating in a variable winnings Sponsored event, you expressly waive any claims against us related to such changes. You also agree that Sponsored amounts are not refundable for any reason, including changes to the potential winnings amount.
Organizational Fees. To cover the cost of Sponsored Event administration, we will assess a 10% upfront fee on any payment made by a backer/supporter. We may also assess additional overage fees if a particular event exceeds 100% entry fee sponsoring.
Backer/Supporter Sponsoring. Any person may contribute a set amount of funds towards a player or team's entry fee as a “Sponsor.” We reserve the right to set a maximum Sponsor and to label events/players/teams as “sold out” and not accepting further backers/supporters. **WE ALSO MAY DISQUALIFY A SPONSOR FOR ANY REASON IN OUR SOLE DISCRETION** **AND REFUND THE SPONSORED AMOUNT**. The Sponsor (less the organizational fee and any additional fees) will go towards the payment of the particular Sponsored Event entry fee and entitle the backer/supporter to a proportional amount of the prize or purse if their backed player or team wins.
Due Diligence. It is your sole responsibility to conduct due diligence on players or teams before sponsoring .We do not endorse or guarantee the performance of any player or team.
Disqualification and Refunds. If a Sponsored team or player is late to the Sponsored Event or is disqualified for any reason, the backers/supporters will receive a refund of all funds contributed, including the organizational fees charged by us, subject to our sole discretion and dependent upon the specific circumstances of any disqualification.
Intellectual Property. All aspects of our Sponsoring Events, including but not limited to the sponsoring system, algorithms, and user interface, are our exclusive intellectual property.
C. Prizes and Payouts
Prize Distribution. For Sponsored Events, prizes will be distributed to winning players or teams. The total prize amount for each event will be clearly stated before the event begins. Prizes may include other rewards as specified for each event.

Backer/Supporter Payouts. If a player or team you have backed wins a prize, you will receive a payout proportional to your Sponsor, less applicable fees. Your payout will be calculated based on your percentage contribution to the total entry fee. For example, if you contributed 10% of the entry fee, you would be entitled to 10% of the prize won by that player or team. Please see Section 5(b)(v) “Backer/Supporter Sponsoring” above for further details and an example.
Payout Process. Payouts will be processed within a reasonable timeframe after the conclusion of the Sponsored Event and verification of results. We reserve the right to delay payouts in case of disputes, technical issues, or other circumstances that require additional verification.
Taxes and Reporting. You are solely responsible for any taxes that may apply to your winnings. We may require you to provide necessary information for tax reporting purposes. Failure to provide accurate information may result in withholding of payouts or other consequences as required by law.
Forfeiture of Prizes. If a winning player or team is disqualified after the event for any reason, including but not limited to cheating or violation of event rules, we reserve the right to forfeit and redistribute any prizes. In such cases, backers/supporters of the disqualified player or team may not receive payouts.
Unclaimed Prizes. Any prizes or payouts that remain unclaimed after a reasonable period (as determined by us) may be forfeited. We will make reasonable efforts to contact winners and distribute payouts, but it is your responsibility to ensure your account information is up to date and to claim your winnings in a timely manner.
Errors and Adjustments. In the event of any errors in prize calculation or distribution, we reserve the right to correct such errors and adjust payouts accordingly. We will make reasonable efforts to communicate any such adjustments to affected users.
Arbitration for Sponsoring Disputes. Any disputes arising from or relating to taking Events shall be subject to binding arbitration as outlined in Section 10 of these Terms.
Time Limitation for a Sponsoring Dispute. Any dispute related to a Sponsoring Event must be raised within 30 days of the event's conclusion.
Force Majeure. We are not liable for any failure or delay in administering Sponsoring Events due to circumstances beyond our reasonable control, including but not limited to technical failures, natural disasters, or regulatory changes.
D. Changes to Sponsoring Terms
Like these Terms, the Terms of Sponsoring may change from time to time, and your continued participation in the sponsoring aspects of the Website indicate your acceptance of our Terms of Sponsoring, as amended, and thus it is important for you to periodically access and review these Terms and Terms of Sponsoring.

E. Sponsoring Disclaimer
Please remember: Sponsoring is a high-risk activity. Past performance does not guarantee future results. You may lose your entire Sponsored amount. Please always ensure that you Sponsor responsibly. Sponsoring is purely for entertainment purposes and should not be considered in investment or financial product.

7. Legal and Regulatory Compliance
A. Gaming Laws

You understand and agree that laws and regulations regarding payment of prizes, participation in competitions, and playing the Website (“Gaming Laws”) vary between the various states in the United States and among the different countries of the world. At this time, we do not permit players to access or play any real-money entry fee competitions or receive any prizes from the following jurisdictions: **Arizona, Louisiana, Montana, South Carolina, and South Dakota.** (“Restricted Jurisdictions”). You agree that you will not access or play any real-money entry fee competitions or receive any prizes (or assist any other person in doing so) from a Restricted Jurisdiction. **We do not make any representation or guarantee that your ability to access the Services or the Website (or to pay entry fees or receive prizes) from outside the Restricted Jurisdictions complies with all applicable laws. It is your sole responsibility to determine your own compliance with all applicable laws.**

B. Additional Laws
It is your sole responsibility to determine whether there are any laws that prohibit or restrict your ability to access the Services, play the Website, pay entry fees, and/or receive any prizes (“**Other Laws**”). Even if you are not in a Restricted Jurisdiction, it is your responsibility to verify all applicable federal, state, and local laws and regulations to ensure that your activities related to the Services and the Website comply with all those laws and regulations. Regardless whether the Software permits your access, you may not access the Services or participate in the Website if doing so (or if receiving any prizes) will be a violation of any law or regulation.

C. Your Representations and Warranties to Us
In consideration of accessing and/or using the Services (including the Website), you represent and warrant that: (i) You have the right, capacity, and authority to agree to and to be bound by these Terms, to register for an Account, and to play the Website and participate in related competitions; (ii) You will comply with these Terms; (iii) All of the information that you provide to us at the time of Account registration and as we may request from time to time is accurate and complete to the best of your knowledge, and you will promptly notify us in writing of any inaccuracies or incompleteness; and (iv) you are located in a jurisdiction (whether state, territory, or country) where it is not unlawful for you to access the Website or the Services, and you may otherwise use the Services and play the Website without violating any applicable federal, state, local, or other law or administrative regulation.

D. Illegal Use
You agree that you will not engage in, attempt to engage in, or assist others engaging in any illegal or unlawful conduct related to or utilizing the Services, Software, or the Website, including but not limited to fraud, cheating, hacking, tampering, or any other conduct in violation of applicable civil or criminal laws.

E. AML/KYC Compliance and Verification Policies
Before withdrawal of any funds from your Account, we will require you to verify your identity through one of our identity verification methods, which we may designate and change in our sole discretion from time to time.

You may verify your identity by providing us with a picture of yourself holding your drivers' license, passports, or other similar government document.

We may also require you from time to time to execute documents, including affidavits of identity, to ensure and verify your identity and compliance with our policies.

F. Anti-Money Laundering (AML) and Know Your Customer (KYC) Policies
We implement strict AML and KYC procedures to prevent illegal activities. You agree to:

Provide accurate and up-to-date personal information upon request;
Submit to identity verification, which may include government-issue ID and proof of address;
Comply with additional due diligence measures for large transactions or withdrawals;
Acknowledge that we may monitor, flag, and report suspicious activities to relevant authorities;
Understand that failure to comply with AML/KYC requirements may result in account suspension or termination.
We reserve the right to refuse or cancel transactions that we deem suspicious or non-compliant with our AML/KYC policies.

G. Prohibited Countries
If you are located in any of the following countries or territories, you may not deposit or withdraw any funds with us due to United States federal sanctions policies and a high risk of illegal activity. You may also not participate in any sponsoring competition. Any attempt to circumvent our geo-location and geo-blocking measures is an express violation of these Terms, may result in a blocking and termination of your Account, and may be reported to the appropriate law enforcement authorities as illegal:

Afghanistan;
Belarus;
Burma;
Central African Republic;
Crimea;
Cuba;
Democratic Republic of the Congo;
Ethiopia;
Iran;
Lebanon;
Libya;
North Korea;
Russian Federation;
Somalia;
Sudan;
Syria.
8. Indemnification

You agree that you will, at your own cost and expense, indemnify and hold us and our directors, officers, employees and agents harmless from and against any and all claims, disputes, liabilities, judgments, settlements, actions, debts or rights of action, losses of whatever kind, and all costs and fees, including reasonable legal and attorneys' fees, arising out of or relating to (A) your breach of these Terms; (B) any or misuse of your Account, the Software, the Services, and the Website by any person including yourself; (C) your violation of any applicable laws; and/or (D) your negligence, misconduct, or illegal activity that results in actual or potential liability to us.

We will provide you with prompt written notice of any claim subject to indemnification. You may control the defense and settlement of these claims, but we may, at our sole discretion, take control of any claim. In such event: (A) you agree to cooperate with our sole control and provide any necessary assistance, and (B) you remain responsible for your indemnification obligations. We may employ counsel at our own expense to assist us with respect to any claims. You shall bear the expense of such counsel if it becomes necessary due to a conflict of interest or because you do not assume control of the claim. We shall have no authority to settle any claim on your behalf without your consent.

9. Licensing and Ownership

A. User License

Subject to these Terms, we grant you a personal, nonexclusive, limited, non-transferable, non-assignable, non-sublicensable, limited license to install and run the Software and play the Website on a device owned or controlled by you, solely for the purpose of accessing and using the Services and playing the Website in accordance with these Terms, and solely for so long as your Account is open. You acknowledge that you are receiving licensed rights only. You may not directly or indirectly, or authorize any person or entity to: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Software, the Website, or its structural framework; (ii) create derivative works of the Software or the Website; (iii) use the Software or the Website in whole or in part for any purpose except as expressly provided in these Terms; or (iv) disable or circumvent any access control or related device, process or procedure established with respect to the Software or the Website. You acknowledge that you have access to sufficient information such that you do not need to reverse engineer the Software or Website in any way to permit other products or information to interoperate with the Software. You are responsible for all use of the Software or the Website that is under your possession or control.

B. License Grant Rights

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to: (i) download, install, and use our app for your personal, non-commercial use on devices you own or control, and (ii) access and use the services provided through our website and app in accordance with these Terms. This license does not allow you to copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our express written permission.

C. Ownership
All Services, Software, Website, , app features, user data, gameplay streams, and related materials, all logos, symbols, expansion names and symbols, play symbols, trade dress or “look and feel”, all digital assets and those portions of the Software and Services which are our property as well as all derivative works or modifications of any of the foregoing, and all related and underlying intellectual property (including without limitation patents, trademarks, trade secrets and copyrights), are our sole and exclusive property. We reserve all rights not expressly granted herein. Except as expressly set forth herein, no right or license is granted hereunder, express or implied or by way of estoppel, to any intellectual property rights and your use of our Services, Software, or playing the Website does not convey or imply the right to do so in combination with any other information or products.

D. Marketing Cooperation
By participating in our tournaments, you grant us permission to use your username, likeness, and tournament results for marketing and promotional purposes without additional compensation. This shall include user images, gameplay streams, or any reproduction of your gameplay in relation to our services. If you win a significant prize or progress to advanced stages of a tournament, you agree to cooperate with reasonable marketing requests, which may include wearing branded apparel or participating in promotional events.

By participating in any Tournament or promotion in which you win a Prize, you agree to cooperate in all advertising, marketing, and publicity material and activities we may produce or arrange at our expense. You also agree, if requested:

To wear any branded clothing or attire we may provide;
To sign an irrevocable release form allowing us, without compensation, to use your name, photograph, likeness, details of your location, and any comments made by or attributed to you for promotional purposes in any media, worldwide.
You agree not to display third-party branding or advertising for any organization we consider to be our competitor during any event we host or arrange. You also agree to conduct yourself in a manner that will not bring us or our affiliates into disrepute. We reserve the right not to award a Prize or to request the return of any Prize awarded in the event of a breach of these requirements.

10. Disclaimers and Liability Limitations
A. Disclaimer of Liability; No Warranty
IN NO EVENT SHALL WE, OUR AFFILIATES AND SERVICE PROVIDERS, OR ANY RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, ATTORNEYS, OR REPRESENTATIVES, BE LIABLE:

FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE,

STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE OUR SERVICES, APP, OR SOFTWARE OR THESE TERMS, EVEN IF AN AUTHORIZED REPRESENTATIVE OF OURS HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OUR GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR SERVICES, APP, AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OUR SERVICES, APP, SOFTWARE, OF ANY PART THEREOF, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE OUR SERVICES, SOFTWARE, AND APP. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (a) ANY INACCURACY, DEFECT OR OMISSION OF CRYPTOCURRENCY PRICE DATA THAT MAY BE MADE AVAILABLE TO YOU THROUGH OUR SERVICES, APP, OR SOFTWARE, (b) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (c) INTERRUPTION IN ANY SUCH DATA.

PARTICIPATION IN STAKING ACTIVITIES IS SOLELY FOR ENTERTAINMENT PURPOSES ONLY AND IS NOT INTENDED AS AN INVESTMENT OPPORTUNITY OR FOR PROFIT-MAKING PURPOSES. BY PARTICIPATING IN STAKING ACTIVITIES, YOU ACKNOWLEDGE THAT YOU BEAR ALL RISKS ASSOCIATED WITH SUCH PARTICIPATION, INCLUDING BUT NOT LIMITED TO POOR PERFORMANCE BY PLAYERS OR TEAMS YOU BACK. WE DISCLAIM ALL LIABILITY FOR LOSSES INCURRED THROUGH STAKING ACTIVITIES AS DETAILED IN THE STAKING ADDENDUM.

B. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO $250.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE ARE NOT AND WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL,

PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PRODUCTS OR SERVICES, INCLUDING THE APP, GOVERNED BY THESE TERMS.

C. Release

If you have a dispute with one or more users or players related to the Website (or users of the Services or Software), you release us, our affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, attorneys, and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition to your indemnification obligations in Section 6, you agree to indemnify and hold us, our affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, attorneys, and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of these Terms or your violation of any law, rule or regulation, or the rights of any third party.

11. Timing of Claims, Resolving Disputes, Arbitration, Class Action Waiver

A. Time Limitation for Claims

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

B. Informal Resolution Process

Before initiating any formal legal action against us, you agree to participate in our mandatory informal resolution process. Within 30 days of the event causing your issue, you must send a detailed written description to support@superchamps.com, either personally or through your authorized legal representative. If represented by counsel, you must provide us with a physically signed document authorizing your counsel to act on your behalf. You agree to participate in a video conference with our representatives to discuss the dispute and attempt resolution. After receiving your notice, we will work with you to schedule the conference at a mutually agreeable time. You must personally participate in the conference, even if represented by counsel. Our representative will also participate, and their counsel may attend.

This informal resolution process may last up to 90 days from initiation. During this time, all statutes of limitations and filing deadlines will be paused. Neither party can waive the conference requirement unless both sides agree in writing. Failure to request and participate in this process will prevent you from recovering damages or initiating legal proceedings against us. Any arbitration or lawsuit filed without completing this process is invalid and subject to immediate dismissal at your own cost. If the dispute remains unresolved after 90 days, either party may proceed with arbitration or small claims court action. This process applies to all claims, including potential mass arbitrations, and is designed to efficiently address disputes while protecting our interests.

C. Binding Arbitration
You agree to resolve any disputes, claims, or controversies with us exclusively through binding arbitration, not in court or by jury. This agreement covers all aspects of our relationship, including these Terms and their interpretation. The Federal Arbitration Act governs this agreement. Before starting arbitration, you must complete the informal dispute resolution process and send a letter requesting arbitration to our registered agent. The arbitration may be conducted by JAMS, NAM, or AAA, with JAMS as the default provider. For claims under $250,000, JAMS Streamlined Arbitration Rules apply; for larger claims, JAMS Comprehensive Arbitration Rules apply. If you cannot afford the arbitration fees, we will pay them if your claim is not frivolous and you have complied with the dispute resolution process.

The arbitrator has exclusive authority to determine the scope and enforceability of this agreement and to decide the rights and liabilities of both parties. They can award monetary damages and non-monetary relief as allowed by law. The arbitrator's decision is final and binding. All claims must be arbitrated individually, not as a class or representative action. You have the right to opt-out of this arbitration agreement within 30 days of first using our services by sending a written notice to support@superchamps.com. If you opt-out, we are not bound by these provisions either. However, you remain obligated to follow the informal resolution process. This agreement survives the termination of your relationship with us.

Exceptions to arbitration include claims related to our intellectual property rights, allegations of piracy or privacy invasion brought by us, and claims for equitable relief. By agreeing to these terms, you waive your right to a jury trial and to seek multiplied damages, class-wide relief, or represent others in legal proceedings against us.

D. Class Arbitrations
You agree to waive the right to bring or participate in a Class Arbitration to the fullest extent permitted by law. A Class Arbitration occurs when we receive 25 or more substantially similar claims within a 60-day period, whether from individuals or through coordinating law firms. In such cases, claims will be processed in batches of up to 50, with half selected by claimants' counsel and half by us. Batches will be processed one at a time until all claims are resolved. A single arbitrator will be assigned to each batch, and a single set of fees will apply per side per batch. You agree to cooperate in implementing this approach for efficient and cost-effective resolution of claims.

If your claim is not selected for the initial batch, it will be delayed until assigned to a subsequent batch. You agree to this process despite potential delays. No arbitration fees will be assessed until your claim is assigned to a pending batch. Unbatched claims cannot proceed until the previous batch is resolved. Payment of arbitration fees and costs will follow applicable class arbitration rules and fee schedules. If you prevail, we will reimburse excess filing fees. If we prevail and the arbitrator finds your claim frivolous or in bad faith, you may be required to reimburse our fees and costs, unless you are a California resident. The arbitrator may award reasonable attorneys' and expert fees to the prevailing party.

You agree to waive any right to receive multiplied damages, collective recovery, or class-wide relief. You covenant not to sue for such relief or represent others in legal proceedings. This process applies to all claims, including potential class arbitrations, and is designed to efficiently address disputes while protecting our interests. For any questions or to initiate this process, contact support@superchamps.com.

E. Class Action Waiver; Jury Trial Waiver
For all claims, controversies, and disputes subject to arbitration under these Terms, you agree to waive all constitutional and statutory rights to sue in court and have a trial before a judge or jury. Instead, you elect to resolve all claims, disputes, and controversies through arbitration under this Agreement to Arbitrate, except as specified in these Terms. An arbitrator can award the same damages and relief as a court on an individual basis and must follow these Terms as a court would. However, arbitration differs from court proceedings: there is no judge or jury, discovery may be more limited, and court review of an arbitration award is very restricted.

You agree to waive any right you may have under any legal theory, statute, regulation, or authority to receive any multiplier of actual losses or damages (including treble damages), any amount on anyone else's behalf, any collective recovery, or any class-wide or state-wide relief. You covenant not to sue for such relief or take any position in any legal proceeding requesting relief on behalf of anyone other than yourself individually. You also agree not to serve as a class representative, class member, or participate in any class, consolidated, private attorney general, or representative proceeding, whether in arbitration or in court. This class action waiver and jury trial waiver are essential parts of our agreement to arbitrate disputes. If a court decides that the class action waiver or jury trial waiver is unenforceable for any claim, then the entire arbitration agreement will be null and void for that claim. This provision shall not apply if you exercise your right to opt-out of arbitration within 30 days of first using our service by sending a written notice to support@superchamps.com.

F. No Limitation on Public Injunctive Relief
Nothing in these Terms is intended to limit the right to public injunctive relief and nothing in these Terms actually does limit such right.

12. Copyright, DMCA, and Other Intellectual Property Complaints
A. General
We respect the intellectual property of others and expect our users and players to do the same. If you believe that there has been a violation of your copyright, trademark, or any other intellectual property rights, please follow the procedures in this section to notify us.

B. Process
We will process and investigate notices of alleged infringement and will take appropriate actions under the U.S. Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. A notification of alleged copyright infringement should be emailed and addressed

to Super Champs Foundation Copyright Agent at: support@superchamps.com (Subject Line: "DMCA Takedown Request").

C. Requirements

In accordance with the DMCA, the notification must be in writing and contain the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest regarding which the allegation is made;
A description of the copyrighted work or other intellectual property that you claim has been infringed:
A description of where the material that you allege is infringing is located on our website or within our Website, with enough detail that we may find it;
Your physical mailing address, telephone number and email address;
A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are or represent the copyright to intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

D. Counter-Notice

If you receive a notice of infringement from us, and believe that your user content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, you may send a written counter-notice containing the following information to our Copyright agent (at the contact information set forth in subsection B above):

Your physical or electronic signature;
Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
A statement that you have a good faith belief that the content was removed or disabled as a result of miSponsor or misidentification of the content; and
Your name, physical address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the state of Delaware, U.S.A. and a statement that you will accept service of process of that court upon the suit of the person who provided notification of the alleged infringement.

E. Our Notice to You

If a counter-notice is received by our Copyright Agent, we will send a copy of the counter-notice to the original complaining party informing that person that we may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the user alleged to have committed copyright infringement, the removed content may be replaced, or access to it restored, in fourteen (14) days or more after receipt of the counter-notice, at our sole discretion.

F. Repeat Infringer Policy

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, as may be appropriate and in our sole discretion, the Account and access of users or players who are deemed to be repeat infringers. We may also at our sole discretion limit access and/or terminate the participation of any users or players who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

13. Third-Party Intellectual Property

All rights reserved to the respective owners and licensees of all intellectual property. Xbox and Xbox One and Xbox Series X are registered trademarks of Microsoft Corporation. Microsoft Corporation is not affiliated with us. PlayStation and PlayStation 4 and 5 are registered trademarks of Sony Computer Entertainment. Sony Computer Entertainment is not affiliated with us. All other trademarks and other intellectual property are the property of their respective owners. We do not make any representation, either express or implicit, of endorsement, affiliation, or association with any game system manufacturer or any game developer, distributor, or publisher.

14. Miscellaneous Provisions

A. Entire Agreement

These Terms are the entire agreement between you and us. There are no other agreements, and any prior agreements, arrangements, or understandings have been merged into these Terms. Our Privacy Policy is expressly incorporated into and made a part of these terms pursuant to subsection E.

B. Severability

To the extent that any part of the Terms (including the incorporated Privacy Policy and the Sponsoring Addendum referenced below) is found to be unenforceable or invalid by a court, the unenforceable or invalid portion shall be severed from the rest of the Terms, and the remaining Terms shall be given their full effect to the maximum extent possible and to the maximum extent permitted by law.

C. Notices to You by Email

You agree that we may provide any and all notices to you via email at the email address you provide at the time of Account registration, and that all such notices shall be deemed given at the time that they are sent.

D. Assignment

We may assign these Terms at our discretion, in whole or in part, at any time without any notice to you. You may not assign these Terms or any license given to you by us in relation to the Terms.

E. Privacy Policy

These Terms incorporate our Privacy Policy, as if the Privacy Policy were set forth in its entirety here. The Privacy Policy explains the policies put in place and used by us to protect your privacy as you play the Website or otherwise use our Services. We receive, store and use all

information that you submit to us and all information you submit in registering for an Account and using the Website, in accordance with the Privacy Policy, so please read it carefully. Like these Terms, the Privacy Policy may change from time to time, and your continued access to your Account, use of the Services and the Website indicates your acceptance of the Privacy Policy as amended, and thus it is important for you to periodically access and review the Privacy Policy.

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