

Terms of Use

Posted and Effective as of September 2, 2020

Welcome and thank you for visiting this site, which is owned and operated by Champria Corp. ("CHAMPRIA", "Us" "our" or "We"). These Terms of Use (these "Terms") are provided by CHAMPRIA and are applicable to all CHAMPRIA digital operations at or through our websites, our mobile/tablet sites, and our social media presence, (individually a "Site" and collectively, the "Sites"). The Sites are the property of CHAMPRIA, and We provide these Terms subject to the following conditions. Visitors to our Sites are sometimes referred to in these Terms as "you" or "your" and you and we together are sometimes referred to as the "parties".

PLEASE READ THESE TERMS CAREFULLY BEFORE USING A SITE. YOUR ACCESS AND/OR USE OF A SITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS. IF YOU DO NOT FULLY ACCEPT THESE TERMS, DO NOT USE OR ACCESS A SITE.

Notice Regarding Dispute Resolution: These Terms contain provisions that govern how claims you and CHAMPRIA (or any member of the Family of Businesses) have against each other relating to the Sites are resolved (see Section 18 on "Arbitration" below), including an obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 18, "Arbitration" below.

Table of Contents

1. Effective Date/Revisions to these Terms
2. Additional Terms
3. Privacy
4. Use of the Sites and License
5. Restrictions on Use of the Sites
6. Account
7. Applicable Law
8. Intellectual Property
9. User Content Posted by You
10. User Content Posted by Others
11. Third Party Links
12. Disclaimers

13. Limitations of Liability
14. Indemnity
15. Copyrights
16. Counter-Notice
17. Disputes, Choice of Law, and Jurisdiction
18. Arbitration
19. Admissibility
20. Waiver and Severability
21. Entire Agreement
22. Termination
23. Additional Assistance

1. Effective Date/Revisions to these Terms. These Terms are effective as of the date set forth above. CHAMPRIA may revise these Terms at any time and from time to time. We will notify you of changes to these Terms by posting the amended terms on the Sites at least thirty (30) days before the effective date of the changes. If you have provided us with your email address, we will also notify you of any material changes to these Terms that adversely affect your rights by sending an email at least thirty (30) days before the effective date of the changes to the email address you most recently provided to us. We encourage you to keep the email address you provide to us current, and to promptly notify us of any changes to your email address, so that you may receive any notices we send to you regarding material changes to these Terms. If you do not agree to any revisions to these Terms, you should stop using the Sites, and if you are a registered user, you may cancel your account with us within the thirty (30) day period by contacting us at zeke@champria.gg, and you will not be bound by the new terms. Otherwise, the new terms will take effect thirty (30) days after our posting of the change. Our employees do not have the right to modify these Terms orally or otherwise. If any employee of ours offers to modify the provisions of these Terms except using the process described above, he or she is not acting as an agent for us or speaking on our behalf.

2. Additional Terms. Certain provisions of these Terms may be superseded by expressly designated legal notices, rules or other terms located on particular pages of a Site (the "**Additional Terms**"). Your use of such pages or download or use of our mobile application, confirms your unconditional acceptance of the Additional Terms. If these Terms conflict with such Additional Terms, such Additional Terms shall govern and apply to your use of that portion of a Site; however the arbitration provisions in Section 18 of these Terms shall apply to the Additional Terms. Use of our mobile applications is also subject to the terms of the separate license agreements for such Sites as found on such Sites and may be subject to separate terms entered into, which are in addition to these Terms.

3. **Privacy.** Our **Privacy Policy** applies to your access and use of the Sites, including any personal information provided via the Sites or via any other aspect of the Sites. The terms and conditions of our **Privacy Policy** are hereby incorporated by reference into these Terms. In addition, the Privacy Policy is subject to the terms and conditions of these Terms and in the event of conflict between these Terms and the Privacy Policy, these Terms shall govern and prevail. The Sites are not intended for residents of or visitors from or located in countries that are subject to the General Data Protection Regulation (“GDPR”).

4. **Use of the Sites and License.** The Sites are general purpose sites and are not targeted towards children under the age of thirteen (13). By accessing or using the Sites, including by registering an account on a Site, you represent and warrant that you are eighteen (18) years of age or older (or age of majority if higher in your place of residence) and are not a resident of or located in the European Economic Area or any other country subject to the GDPR. If you are under the age of eighteen (18) or age of majority if higher in your place of residence, you should use the Sites only with the involvement of a parent or guardian. Subject to your compliance with these Terms, We grant you a personal, non-exclusive, non-transferrable, limited privilege to access and use the Sites solely for your personal, non-commercial use. This privilege does not include any resale or commercial use of the Sites. We may revoke your access and use of a Site at any time (including if you violate these Terms), and nothing herein constitutes a representation that the Sites will be available to you for your access or use.

5. **Restrictions on Use of the Sites.** You agree that you will access and use the Sites only in a lawful manner and only in accordance with these Terms. Additionally, you agree that you will not:

a. Gain access, or attempt to gain access, to any portion of a Site, or any systems or networks connected to a Site, by hacking, password mining or any other illegitimate or unlawful means;

b. Create or maintain any link from another website to any page on a Site without CHAMPRIA prior written permission;

c. Run or display a Site (or any material on a Site) in frames or through similar means on another site, application or location, without CHAMPRIA prior written permission;

d. Modify the information or materials located on a Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public, non-personal or commercial purpose;

e. Use any deep-link, page-scrape, robot, spider, website search application or other automatic device, program or methodology, or any similar or equivalent manual process, to access, copy, retrieve, monitor, mirror, reproduce or index a Site, or any portion of a Site;

f. Collect any data or information regarding users and/or devices, including usernames, personal information, preferences, email addresses or accounts;

g. Create or transmit unsolicited electronic communications, such as spam, use any device, software or routine to interfere or attempt to interfere with the proper working of a Site, or otherwise interfere with users' enjoyment of a Site;

h. Transmit or upload to a Site any item containing or embodying any virus, worm, defect, trojan horse, software bomb or other harmful or malicious code or feature that does or could interfere

with, damage or degrade in any manner the performance or security of a Site or adversely affect a user;

i. Take any action that imposes, in our sole discretion, an unreasonable or disproportionately large load on a Site or the IT infrastructure used to operate a Site;

j. Submit or post to a Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity or otherwise use a Site to transfer, communicate or store illegal material;

k. Scan or test the vulnerability of a Site or any network connected to a Site;

l. Access or use a Site or any User Content (as defined below) in any manner which would violate any applicable local, state, federal or international law (including any laws regarding the export of data or software to and from the United States or other countries); or

m. Attack a Site via a denial-of-service attack or a distributed denial-of-service attack or similar means.

6. Account. You may be required to create an account to access or use certain areas of a Site or you may elect to create an account. If you choose to create an account, you are responsible for maintaining the confidentiality of your account (including your username and password information), and also for restricting access to such information, your account and your device. You agree to accept responsibility for all activities that occur under your account or password. Additionally, you agree to notify Us immediately of any unauthorized access or use of your account or password, or any other breach of security.

We reserve the right, including if We become aware that you are under the age of eighteen (18) (or age of majority if higher in your place of residence), to terminate your account or registration, at any time. We do not sell products or services to children and do not permit children to have accounts. We sell services to adults, who can purchase items with a credit card or other payment method. If you are under the age of eighteen (18)(or age of majority if higher in your place of residence), you may not have an account and you may use the Sites only with the involvement of a parent or guardian.

Should We determine that your account information may be compromised due to your personal device being infected with a virus, malware, other malicious code, or due to other theft of your account information, We reserve the right to invalidate, delete, or otherwise modify your account in order to protect your account, the accounts of account holders, and other CHAMPRIA systems from further damage or exposure. This may include proactively changing your password. Should this need arise, We will make reasonable efforts to inform you of any modifications made, via the email address listed for your account.

7. Applicable Law. By registering for an account, you represent that the services ordered will be used only in a lawful manner. The Sites are not intended to subject CHAMPRIA to the laws or jurisdiction of any state, country or territory other than that of the United States, and We do not represent or warrant that the Sites or any part thereof is appropriate or available for use in any jurisdiction besides the United States. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and/or sale of any service purchased via a Site.

8. Intellectual Property. All text, graphics, information, images, content, video, data, music, code, software, trademarks, trade names, service marks, logos, fonts, custom colors, and other material displayed on, available via, or that can be downloaded from a Site, excluding User Content (collectively, the "**CHAMPRIA IP**"), are either the property of, or used with permission by, CHAMPRIA or our service providers and licensors, and are protected by copyright, trade dress, trademark and other laws. Additionally, the design, arrangement, and collection of the CHAMPRIA IP on the Sites, including the look and feel of the Sites (the "**Look and Feel**"), is the exclusive property of CHAMPRIA and protected by applicable copyright laws. We expressly reserve all intellectual property rights in all CHAMPRIA IP and the Look and Feel. Nothing contained on the Sites grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any CHAMPRIA IP or the Look and Feel without the express written permission of Us or such third party owner.

9. User Content Posted by You. As a user of a Site, you may provide and/or post content, including reviews, comments, suggestions, profile information, photographs, videos, messages, communications and/or other materials, player eligibility, team roster, scheduling, performance and/or scoring information) (collectively, "**User Content**") and/or share it with other users. Subject to any licenses and rights expressly granted herein, any User Content posted by you, is owned by you.

User Content is and will be considered non-confidential and non-proprietary. We may, but are not obligated to, monitor or review any User Content. CHAMPRIA assumes no responsibility for any User Content, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We shall have no obligations to use, return, review, remove, or respond to any User Content (unless required by law). We retain the right to remove any or all User Content for any or for no reason, including User Content that, in our sole discretion, violates these Terms and reserve the right to terminate your access.

Without limiting the foregoing, We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of users and/or devices using or accessing the Sites. We are not responsible for claims resulting from our cooperation with law enforcement or court orders however the foregoing does not waive our liability, if any, for (i) claims for personal injury or death caused by our negligent acts or (ii) damages arising from our intentional, willful or reckless misconduct.

You are solely responsible for any User Content you post, publish or display on a Site or transmit to others. You will post only User Content you believe in good faith to be true and accurate, and you will not post to a Site any User Content that is false, inaccurate, misleading or fraudulent. You are prohibited from posting or transmitting any content that:

- a. Is deceptive, misleading, fraudulent, unlawful, threatening, defamatory, libelous, obscene, pornographic or profane;
- b. Promotes illegal activity, encourages conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violates any law;
- c. Violates the rights of a third party;
- d. Is offensive to users of the Site, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or

- e. Harasses or advocates harassment of another person or entity; or
- f. Reports your use of, or directs other users to maintain or use products any manner which is contrary to that stipulated or provided by the manufacturer or CHAMPRIA.

By uploading User Content to a Site, you hereby grant, and represent and warrant that you have all rights and authority necessary to grant:

(i) CHAMPRIA and our service providers an irrevocable, perpetual, non-exclusive, royalty-free, fully sub-licensable, fully paid-up, worldwide license and right to use, copy, revise, publicly perform, digitally perform, publicly display and distribute such User Content, and to prepare derivative works based on, or incorporate into other works, such User Content with or without attribution; and

(ii) All users of the Sites an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each such user's personal, non-commercial use, subject to the restrictions set forth in these Terms.

You understand and acknowledge that We may: (a) be working on the same or similar idea to any ideas, expression of ideas or other materials you submit within your User Content (each, an "**Idea**"); (b) already know of such Idea from other sources; and/or (c) wish to develop such Idea or a similar idea on our own.

10. User Content Posted by Others. You acknowledge and agree that We have limited control over the User Content posted to the Sites, or any links to other sites, including the content of any messages or posts and manner of posting, and that We do not guarantee the accuracy, integrity or quality of User Content. All User Content, including advice and opinions posted by users, comprises the views and responsibilities of those who post such User Content and does not necessarily represent our views. We are not obligated to review or remove User Content and you understand that, by using a Site, you may be exposed to User Content that is offensive, indecent or objectionable.

11. Third Party Links. From time to time, a Site may contain links to and/or functionality interacting with third party sites that are not owned, operated or controlled by CHAMPRIA. All such links and/or functionality are provided solely as a convenience and do not constitute an endorsement by CHAMPRIA. If you use these links, you will leave the Site. We are not responsible for any content, materials or other information located on or accessible from any other site. We do not endorse, guarantee, or make any representations or warranties regarding any other site; any content, materials or other information located or accessible from such sites; or any results that you may obtain from using such sites. We also do not guarantee that links and/or functionality provided by third parties will be available or error-free, uninterrupted, free from viruses and/or unauthorized access, or otherwise meet your requirements.

IF YOU DECIDE TO ACCESS ANY OTHER SITE LINKED TO OR FROM THE SITES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

12. Disclaimers. We do not and cannot warrant that any Site (including any element of a Site) or its servers will be error-free, uninterrupted, free from viruses and/or unauthorized access, or otherwise meet your requirements.

YOUR USE OF A SITE (INCLUDING ANY ELEMENT OF A SITE) AND OF ANY USER CONTENT, IS AT YOUR OWN RISK. THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR IN CONNECTION WITH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER CHAMPRIA, NOR ANY OF ITS AFFILIATES, SERVICE PROVIDERS OR SUPPLIERS, WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE SITES. THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE SITES MAY BE OUT-OF-DATE, AND NEITHER CHAMPRIA NOR ANY OF ITS AFFILIATES OR SERVICE PROVIDERS MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CHAMPRIA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THE SITES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CHAMPRIA HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT OR SERVICE DEFECTS OR FAILURES, CLAIMS THAT ARE DUE TO IMPROPER PRODUCT OR SERVICE SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION (INCLUDING UNAUTHORIZED ACCESS OR MISAPPROPRIATION OF YOUR PERSONAL INFORMATION). WE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT.

THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

13. Limitations of Liability. We do not assume any responsibility, and shall not be liable for any damages to, or viruses or other harmful or malicious code that may infect or affect, your computer, device, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing of a Site, linking to a third party site, or your downloading of any materials or information from a Site and will not be liable for any loss or damage arising from the unlawful, malicious, negligent or wrongful conduct of third parties.

IN NO EVENT WILL CHAMPRIA OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS, ASSIGNS, PARTNERS, VENDORS NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SITES (OR ANY PART OF THE SITES) BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, ACCESS, OR THE RESULTS OF USE OF A SITE, ANY SITES LINKED TO A SITE, OR THE INFORMATION OR MATERIALS CONTAINED IN ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING OUR NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT OF ANY PROBLEM WITH THE SITES, OR ANY MATERIAL OR CONTENT ON THE SITES, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN YOU AND CHAMPRIA.

THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO DAMAGES ARISING FROM OUR INTENTIONAL, WILLFUL OR RECKLESS MISCONDUCT. NOTHING IN THESE TERMS PURPORTS TO EXCLUDE ATTORNEYS' FEES OR DAMAGES WHERE MANDATED BY STATUTE.

14. Indemnity. You agree to defend, indemnify and hold CHAMPRIA and its respective affiliates, licensors, directors, officers, employees, agents and representatives, harmless from and against any losses, costs, expenses or damages of any nature whatsoever, including attorneys' fees and court costs, arising from any claim, cause of action, suit or demand of any third party due to, arising out of or relating to your breach of these Terms.

15. Copyrights. If you believe any User Content or any other aspect of a Site infringes your copyright, you should send written notice of the alleged copyright infringement to our designated copyright agent at this address:

Copyright Agent

Champria Corp

1402 Crescent Drive NW

Albuquerque, New Mexico 87105

or by email at zeke@champria.gg

Such notice must meet the requirements of the Digital Millennium Copyright Act by providing the following information:

- a. A description of the copyrighted work that you claim has been infringed;
- b. A description of where the allegedly infringing material is located on the Site(s);
- c. Your name, address, telephone number and email address;
- d. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- e. A statement by you, made under penalty of perjury, affirming that the above information in your notice is accurate, and that you are the owner of the copyright at issue or are authorized to act on the copyright owner's behalf; and
- f. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

16. Counter-Notice. If you believe that your User Content was removed or disabled but 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 in your User Content; you may send a counter-notice to the Copyright Agent containing the following information:

- a. Your physical or electronic signature;
- b. 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;
- c. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- d. Your name, address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court in Pittsburgh, PA, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received, CHAMPRIA may send a copy of the counter-notice to the original complaining party informing that person that it 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 content provider, member or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at CHAMPRIA sole discretion.

17. Disputes, Choice of Law, and Jurisdiction.

(a) Initial Dispute Resolution. We are available by email at zeke@champria.gg to address any concerns you may have regarding your use of the Sites. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Any matter and/or dispute relating in any way to your visit to or interaction with a Site, including compliance with these Terms, which is not so resolved shall be submitted to binding confidential arbitration as provided in Section 18 (herein).

(b) Choice of Law and Courts for Non-Arbitrated Disputes. Unless expressly addressed in the Additional Terms, these Terms supersede any other agreement between you and CHAMPRIA to the extent necessary to resolve any inconsistency or ambiguity between them. The Sites are administered by CHAMPRIA from its offices in State of New Mexico. Notwithstanding the arbitration provisions in Section 18, to the extent you have in any manner violated or threatened to violate our intellectual property rights, We may seek injunctive or other appropriate relief in the state courts of the State of New Mexico or the United States District Court for the District of New Mexico, and you consent to exclusive personal jurisdiction and venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. Arbitration.

(a) If the parties don't reach an agreed upon solution pursuant to the dispute-resolution contemplated in Section 17(a) of these Terms, you and Champria each agree that any dispute, claim or controversy arising out of or relating to our products or services or the Sites (including, without limitation, CHAMPRIA digital operations at or through our websites, our mobile/tablet sites, our social media presence, our applications, or these Terms or the breach, enforcement, interpretation or validity thereof, shall be determined by binding arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. We strive to offer a fundamentally-fair arbitration hearing process. For small claims (i.e., up to \$10,000), in addition to your right to bring small claims court actions as noted below, We believe this can often be satisfied when hearings are conducted via electronic or telephonic means or by a submission of documents in lieu of a personal appearance by the parties. However the arbitrator shall have discretionary authority to require a face-to-face meeting, if it determines that such face to face meeting is necessary for a fundamentally fair hearing. Notwithstanding CHAMPRIA right to modify these Terms, CHAMPRIA agrees that Champria may not modify these arbitration provisions without notice to you and your agreement to such changes. Further, any such modification to the dispute and/or arbitration requirements in Section 17 or to this Section 18 shall not apply to claims arising prior to the date of such modification and any such changes shall not affect your prior election to opt out of arbitration as provided below. In connection with these arbitration provisions, the parties agree as follows:

1. This arbitration agreement is reciprocally binding on all parties such that both you and We are required to arbitrate claims;
2. Remedies that would otherwise be available to the parties under applicable federal, state or local laws, including the recovery of attorney's fees, remain available under this arbitration clause;
3. The arbitrator must be neutral and the parties will each have a reasonable opportunity to participate in the process of choosing the arbitrator;
4. You have a right to an in-person hearing in your hometown area within the United States;
5. You have the right to the use of counsel of your choosing at your own expense if you so elect, and to recover attorneys' fees and expenses of arbitration to the extent provided by law;
6. The parties are permitted the discovery or exchange of non-privileged information relevant to the dispute in accordance with JAMS procedures; and
7. The arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

(b) Arbitration Filing Fees. If you initiate the arbitration, to the extent the filing fee for the arbitration exceeds the lesser of \$250 or the cost of filing a lawsuit, CHAMPRIA will pay the additional cost. A request for payment of any such fees should be submitted to JAMS along with your form for initiating the arbitration, and We will make arrangements to pay all necessary fees directly to JAMS. All other costs of the arbitration will be borne by Us including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. You will be

responsible for your own attorney fees and expenses unless the arbitration rules or applicable law permit you to recover your attorney's fees. We will not require you to reimburse our fees and costs if you do not prevail. If we are the claiming party initiating an arbitration against you, We will pay all costs associated with the arbitration (other than your attorneys' fees and expenses unless permitted to be recovered under the arbitration rules or applicable law).

(c) Waiver of Certain Rights from Court. The parties understand that, absent this mandatory provision, they would have the right to sue in court. Court proceedings generally provide greater discovery rights, a judge or jury trial, and could provide greater opportunity for appellate review. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation.

(d) **Class Action Waiver**. THE PARTIES FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

(e) Exception - Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. Any appeal of the decision in such small claims court shall be subject to these arbitration provisions.

(f) 30-Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section 18 by sending written notice of your decision to opt-out to the following address via certified mail: Champria Corp, 1402 Crescent Drive NW, Albuquerque, New Mexico 87105 Attention: Legal Department. The notice must be sent within thirty (30) days of your first use of a Site after the effective date of these Terms, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those Sections. If you opt-out of these arbitration provisions, CHAMPRIA also will not be bound by them.

(g) YOU AGREE THAT BY ENTERING INTO THESE TERMS, IN PARTICULAR THE AGREEMENT TO ARBITRATE, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT YOU MAY BRING CLAIMS AGAINST CHAMPRIA ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION OR OTHER ACTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU ACKNOWLEDGE THAT BY ENTERING INTO THESE TERMS, YOU INTEND TO BE LEGALLY BOUND AND, IN ADDITION TO OTHER GOOD AND VALUABLE CONSIDERATION, YOU AGREE THAT CHAMPRIA AGREEMENT TO ARBITRATE CLAIMS CONSTITUTES CONSIDERATION FOR SUCH WAIVER. THE CLASS ACTION WAIVER IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT TO ARBITRATE AND CAN NOT BE SEVERED FROM THIS AGREEMENT TO ARBITRATE DISPUTES.

19. Admissibility. A printed version of these Terms shall be admissible in judicial and administrative proceedings and in arbitration proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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

21. Entire Agreement. These Terms and our Privacy Policy and Additional Terms constitute the sole and entire agreement between you and CHAMPRIA with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

22. Termination. You or CHAMPRIA may suspend or terminate your account or your use/access of a Site at any time, for any reason or for no reason. You are personally liable for any activity prior to such termination, including any orders that you place or charges that you incur prior to termination. CHAMPRIA reserves the right to change, suspend, or discontinue all or any aspect of the Sites at any time without notice except as provided in these Terms.

23. Additional Assistance. If you do not understand any of the foregoing Terms or if you have any questions or comments, We invite you to contact us in the following manner:

For general comments or questions about our Sites call our Customer Service Department at email zeke@champria.gg. You can also reach us by mail at 1402 Crescent Drive NW, Albuquerque, New Mexico 87105, ATTN: Customer Service.