

# Champion Web Service, LLC - POLICIES

Last Updated July 14, 2020

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## Champion Web Service, LLC - Privacy Policy

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### Introduction

This Privacy Policy covers how Champion Web Service, LLC (“CWS”) collects, uses, discloses and stores information about you when you use our websites or platforms. [Learn more about CWS software at www.ChampionWebService.com](http://www.ChampionWebService.com).

### What Information We Collect and How We Collect It

In order to provide our services to you and to ensure that our software and platforms operate correctly, we collect various types of information, including information that identifies you or may identify you as an individual (“personal information”). When you use our websites, sign up for our services, and use our software or platforms, we collect the following information:

Information you provide to us:

- If you use the contact information provided on the ChampionWebService.com or RegChamp.com websites to contact us directly, you agree to allow CWS to store and process your contact information. We will receive your contact information which could include, depending on how you contact us, your email address, name, company name, job title, the reason for contacting, and postal address.
- We receive and store the information you provide directly to us when you sign up for and use our services and platforms. The types of information we may collect directly from our customers and users include name, email address, mailing address, phone number, job title, payment and billing information (but not credit card numbers), and any other information provided by the user (including a user-submitted photograph if a user chooses to provide one).

When you use our websites or platforms, we automatically collect the following information:

- Internet Protocol Address (“IP address”). IP addresses are assigned by your Internet service provider (e.g., Comcast/Xfinity, AT&T, Time Warner, Verizon, Charter, etc.) to the modem used to access the Internet for connected devices in your home and/or work-place. Any devices using the modem to access the Internet may broadcast the same IP address. At home, connected devices could include one or more laptop/desktop computers, tablets, mobile phones, smart/connected TVs and gaming consoles. At work, connected devices could include one (or all) floor(s) in an office building. Our websites receive your IP address from your Internet browser each time you request a file or web page.
- User-Agent. Due to the nature of how the Internet works, we may receive information (known as “User-Agent”) automatically sent by your web browser, such as data associated with the source device’s Internet browser/content delivery software (e.g., Microsoft Explorer, Mozilla Firefox or Google Chrome). The User-Agent information we receive may also include information such as device type (e.g., computer, tablet, mobile device), and/or date/time of visit. Similar to the collection of IP addresses, our websites also receive User-Agent information associated with your browser and type of device.

- Information collected by cookies and other similar technologies. We use various technologies to collect information which may include saving cookies to users' computers. These tools help us understand and improve the performance of the CWS websites and platforms.

### How We Use the Information We Collect

- **Services.** We may use the information we collect in connection with the services we provide. We may use the information we collect to set up user accounts; provide, operate, and maintain services; process and complete transactions; provide customer service and support and respond to inquiries; to send communications; to prevent fraudulent activity; for any other purpose based on our legitimate interest.
- **Websites.** We may use the information we collect to administer and improve the CWS websites and platforms.
- **Promotional Communications.** We may use your personal information to contact you with newsletters, marketing, or promotional materials and other information that may be of interest to you. You may opt-out of receiving any, or all, of these communications from us by following the instructions provided in any email we send or by following the unsubscribe link in those emails.
- **Analytics.** We may use aggregated information that's collected to understand general information and trends related to our websites, such as how many users have visited our web site during a given period of time, and the types of devices the visitors use. The information can't be used to identify an individual and is used by us to help improve the solution for consumers.
- **IP addresses – Fraud Prevention.** Our use of IP addresses is limited to helping identify and combat potentially fraudulent activity. IP addresses are stored in our log-files and are deleted after 30 days.
- **Respond to Inquiries.** If you choose to contact us directly (by email, form, or postal mail) using the contact information we provide on the CWS websites, we will use your contact information to respond to your inquiry.

### Cookies

The CWS websites and platforms may place cookies on your browser in order to identify you when you return to our websites or log in to our software.

### With Whom We Share Information

We will not rent, sell or share information about you with other people or non-affiliated companies. We may share and disclose information (including personal information) in the following instances:

- **Vendors and Service Providers.** We may share your information with vendors and service providers whom we engage to perform tasks on our behalf.
- If CWS is acquired or merged with another company, we will transfer collected information to the acquiring company.
- Under certain circumstances, we may be required to disclose personal information if necessary to comply with a subpoena or court order, to establish or exercise our legal rights or defend against legal claims, or to cooperate with government and/or law enforcement officials.

We may share aggregated information (i.e., information that cannot be used to identify an individual) for a variety of reasons, including under the following circumstances:

- To make our product better and foster transparency.
- If CWS, is acquired or merged with another company we will transfer aggregate information to the acquiring company.
- We may share aggregate information if necessary to comply with a subpoena or court order, to establish or exercise our legal rights or defend against legal claims, or to cooperate with government and/or law enforcement officials.

- For any lawful basis.

## **Security**

We take security very seriously. Ensuring that the information collected by our websites and platforms is secure and protected is very important to us. Consistent with industry standards and applicable law, CWS has established appropriate technical and organizational measures to help prevent unauthorized access to, disclosure, alteration or misuse of information collected by the CWS websites and platforms ("Collected Data").

We use Infoquest Technologies, Inc. to store all Collected Data. Infoquest employs a robust physical and network architecture security program with multiple certifications. For more information on Infoquest's security processes, please visit [www.Infoquest.com](http://www.Infoquest.com)

## **Encryption**

Data transmitted on the CWS websites and platforms is encrypted in transit.

## **Physical Security**

CWS's technical infrastructure is hosted on Infoquest's data centers. Physical security controls at Infoquest data centers include 24x7 monitoring, cameras, visitor logs, and entry requirements.

## **Access Control**

All services related to operations and infrastructure are accessible only through secure connectivity (e.g., SSL, SSH). All systems require multi-factor authentication. Our back-office, service, and infrastructure password policies require minimum lengths, complexity, expiration, lockout, and disallows reuse. CWS grants access to staff and contractors on the basis of least privilege rules, reviews permissions monthly, and revokes access immediately after employee termination.

## **Data Retention**

We will keep personal information provided by customers until they request that we delete it.

If you contact us directly using the contact information provided on the CWS websites, we will retain your contact information indefinitely.

## **Children's Privacy**

The CWS websites and platforms were not developed or intended for individuals that are deemed to be children under applicable data protection or privacy laws, nor do we knowingly collect information from children.

## **"Do Not Track"**

Do Not Track ("DNT") is a privacy preference that users can set in certain web browsers. DNT is a way for users to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers.

## **Your Rights**

- You can opt-out of receiving certain marketing or promotional communications from CWS at any time by using the unsubscribe link in the email communications we send.
- If you would like to request access, review, update, rectify, or delete any personal information we have about you, you can contact us here. Our privacy team will respond as soon as possible. Rights available under the GDPR are described in our GDPR statement, below.
- California residents have the right to ask us for a notice identifying the categories of personal information we share with third parties for marketing purposes. California residents can exercise this right by submitting a written request to support@championwebservice.com.

### **California Privacy Rights under the CCPA**

The California Consumer Privacy Act of 2018 (“CCPA”) takes effect January 1, 2020 and provides California consumers with certain rights regarding their personal information.

The section “What Information We Collect and How We Collect It” explains the specific details of personal information CWS collects. The CCPA also requires listing categories of personal information collected. As defined by the CCPA, we collect, or have collected in the past 12 months, the following categories of personal information:

- Identifiers (such as name, email address, postal address, phone number, IP address)
- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (such as name, contact information, employment)
- Commercial information (such as transaction information, purchase history, payment information)
- Professional or employment-related information (such as job title and your business contact information)
- Inference data about you (such as additional features we think would be of interest to you)

Personal information, as defined by the CCPA, does not include publicly available information from government records and de-identified or aggregated consumer information.

We use and disclose the categories of personal information we collect from and about you consistent with the business purposes discussed in the section “How We Use the Information We Collect”.

The CCPA also sets forth obligations for businesses that “sell” personal information to third parties. We do not “sell” personal information and have not sold any personal information in the past 12 months.

If you are a California resident, you may have the following consumer rights under the CCPA:

1. Right to know about personal information collected, used, disclosed, or sold. You have the right to request that we disclose to you the categories of personal information we collect or disclose (or have collected or disclosed in the past 12 months) about you, the categories of sources of such information, the business or commercial purpose for collecting your personal information, and the categories of third parties with whom we share/discard personal information. This information is also explained throughout this Privacy Policy.
2. Right to request deletion of personal information. You have the right to request the deletion of your personal information we have collected from you, subject to certain conditions and limitations under the law.
3. Right to Opt-Out of the sale of personal information. The CCPA provides consumers with the right to opt-out of the sale of their personal information. We do not share, sell, rent, or trade User Personal Information with third parties for their commercial purposes as defined under the CCPA.
4. Right to non-discrimination for exercising a consumer privacy right. We will not discriminate against you for exercising any of your rights under the CCPA.

To exercise any of your rights as set out above on or after January 1, 2020, please contact us by submitting a request to support@championwebservice.com or by contacting us at Champion Web

Service, 4145 43<sup>rd</sup> Ave South, Minneapolis, MN 55406. You will be required to verify your identity before we are able to fulfill your request. You can designate an authorized agent to make a request on your behalf. To do so, you will need to provide a written authorization or power of attorney signed by you for the agent to act on your behalf. You will still need to verify your identity with us. Note that consumers may only make a personal information request twice in a 12-month period under the CCPA. We will work to respond to your verifiable request within 45 days of receipt. Certain information may be exempt from requests under applicable law.

### **Changes to this Privacy Policy**

We may update this Privacy Policy from time to time based on changes to applicable laws and regulations or other requirements applicable to us, changes in technology, or changes to our business.

Any changes we make to the Privacy Policy in the future will be posted on this page, so you should review it periodically.

If there are significant changes to our information practices, specifically how we process personal information, you will be provided with appropriate online notice. We will also post a notice on our home page if our Privacy Policy has changed.

# **Champion Web Service, LLC – GDPR Statement**

**Last Updated July 14, 2020**

The General Data Protection Regulation (GDPR) is a European Union regulation which protects the rights of data subjects in the European Economic Area (EEA), with respect to the processing of their “personal data,” as such term is defined in the GDPR.

## **Compliance**

The CWS websites and platforms are designed to meet the principles of the GDPR. Here are some of the actions we’ve taken to ensure our compliance with GDPR:

- We limit the personal data we collect;
- We have established a legal basis for the processing of that data

## **What Personal Data is Collected and How it is Collected**

Please see the CWS Privacy Policy, above, which describes the categories of information we process, the purposes for which we process personal data, and how we collect that personal data.

## **How Long is Personal Data Retained**

We will keep personal information provided by customers until they request that we delete it.

If you contact us directly using the contact information provided on the CWS websites, we will retain your contact information indefinitely.

## **Children's Privacy**

The CWS websites and platforms were not developed or intended for individuals that are deemed to be children under applicable data protection or privacy laws, and we do not knowingly collect information from children.

## **Legal Basis for Processing**

If you are a user of the CWS websites or platforms located in the EEA, we rely on legitimate interest as the legal basis for processing the personal data we collect via the websites and platforms.

## **Controller**

Champion Web Service, LLC is the controller of your personal information covered by this Privacy Policy for purposes of European data protection legislation.

## **Subprocessors**

In connection with the operation of our websites, CWS may engage third parties (each a “Subprocessor”) to process your personal data. As a condition of permitting a Subprocessor to process your personal data, CWS will enter into a written agreement with each Subprocessor containing data protection obligations at least as protective as the technical and organizational measures CWS has put into place to protect your personal data from accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access.

We use the following Subprocessors to operate our websites and provide our services:

<b>Name</b>	<b>Subprocessing Activity</b>	<b>Country of Origin</b>
Infoquest Technologies, Inc.	Cloud Service Provider	United States
CardConnect	Payment Processing Gateway	United States
Authorize.net	Payment Processing Gateway	United States

### **International Data Transfers**

If you are located within the EEA when you visit the CWS websites or platforms, we may transfer your personal data outside of the EEA. When we do, we will ensure that an adequate level of protection is provided for the information by using industry-standard encryption. See our Privacy Policy, above, to learn more about the technical and operational measures we implement.

### **Your Data Protection Rights Under GDPR**

If you are a resident of the European Union, you have certain data protection rights under the GDPR. CWS will take reasonable steps to allow you to access, review, update, rectify, or delete any personal data we hold about you.

In certain circumstances, you have the following data protection rights:

- **Right of access.** The right to obtain access to your personal data.
- **Right to rectification.** The right to erase or rectify inaccurate or incomplete data.
- **Right to erasure.** The right to obtain the erasure of your personal data in certain circumstances.
- **Right to portability.** The right to move, copy, or transfer personal data.
- **Right to restrict processing.** The right to restrict processing of personal data.
- **Right to object to processing.** The right to object to processing of personal data for certain purposes.

If you wish to exercise one of these rights, please contact us by using the contact details below. We may ask you to verify your identity before responding to these requests.

### **Direct Marketing**

You may opt-out of receiving marketing communications at any time by unsubscribing from email marketing, by changing your notification settings in the CWS application or by opting-out of any emails we may send to you.

### **How to Contact Us**

If you have any questions about this GDPR Statement, you may contact us via [support@championwebservice.com](mailto:support@championwebservice.com) or you can send correspondence to the following addresses:

Champion Web Service, LLC  
4145 43<sup>rd</sup> Ave South  
Minneapolis, MN 55406  
USA

Champion Web Service, LLC  
c/o Kimberley Mason  
Oakdown, Salt  
Staffordshire ST18 0BW  
England

If contacting us does not provide you with an adequate resolution and your inquiry is related to information collected about you in the European Union/European Economic Area, please contact the applicable [EU Data Protection Authority](#).

### **Changes to this GDPR Statement**

Please visit this page periodically to stay aware of any changes to this GDPR Statement, which we may update from time to time. If we modify this GDPR Statement, we will make the revised overview available at the URL of this page and indicate the date of the latest revision.



# **Champion Web Service, LLC – Cookie Policy**

**Last Updated July 10, 2020**

This site and the CWS platforms may use cookies. This page describes how and why we use cookies.

## **How We Use Cookies**

We use cookies for a variety of reasons detailed below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

## **Disabling Cookies**

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore, it is recommended that you do not disable cookies.

## **The Cookies We Set**

### **Account related cookies**

If you create an account with us, then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out; however, in some cases they may remain afterwards to remember your site preferences when logged out.

### **Login related cookies**

We use cookies when you are logged in so that we can remember that you are logged in. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

### **Forms related cookies**

When you submit data to us through a form such as those found on contact pages or comment forms, cookies may be set to remember your user details for future correspondence.

### **Third Party Cookies**

We use Google analytics.

### **What information do we know about you?**

We don't request or require you to provide personal information to access our web site. As noted above, we may receive your IP address and user agent automatically. If you optionally elect to fill out our early access request form, we will receive your Name, Email, Phone number, and Company name as well as your stated interest in our products.

If an account is created by an organization registering to compete at an event sponsored by our event producer clients, that account may include all the information required for sports registration, including your name, birthdate, address, phone number, and email address.

**What about cookies?**

The CWS websites and platforms may place cookies on your browser in order to identify you when you return to our websites or log in to our platforms.

# Champion Web Service, LLC – Terms of Service

Last Updated July 10, 2020

Please read these Terms of Service (the “Agreement”) carefully before using the websites, Platforms, and Services operated by Champion Web Service, LLC (“CWS”). This Agreement is a contract between visitors to the CWS websites (“Visitors”), users of the Platforms and Services (“Authorized Users”), and customers of CWS (“Customers”) (collectively “Users”) and CWS. By visiting the CWS websites and using the Platforms and Services, Users are agreeing to these terms. CWS periodically updates these terms. Authorized Users and Customers that have an active CWS account will be informed of any updates to this Agreement via an email or in-app notification. The parties agree as follows:

## 1. Definitions

“Affiliate” means a person or entity that owns, is owned by, or is under common control with a Party, and “control” in this definition means that a person or entity owns more than 50% of the equity interest of any entity and/or has the ability to control the management of such entity.

“Account” means a unique account created for Authorized Users to access the Services.

“Authorization Form” means a document issued by CWS and executed or otherwise agreed upon by authorized representatives of Customer which specifies the details of the specific Services to be provided to Authorized Users.

“Authorized Users” means individuals who are authorized by Customer to use the Platforms and Services with varying levels of control and access specified by Customer and who have been supplied user identifications and passwords by Customer.

“Content” means any text, documents, data, applications, images, and other files created by CWS and provided through the Services.

“Customer Information” means all information and data submitted to CWS by or on behalf of Customer in connection with the creation and management of Customer’s account for the Services.

“Customer” means Customer who subscribes to CWS’s subscription plan.

“Platforms” means the CWS proprietary “Software as a Service” (defined herein) that enable businesses to create sports-related events, accept registration, and score the event online .

“Services” means access to the Platforms and services, via an account, that are ordered by and paid for by Customer and made available by CWS.

“Service Start Date” means the date on which Customer is granted access to the Services purchased pursuant to registration for services.

“Software as a Service” (“SaaS”) means a software delivery model in which a software platforms is made available on a subscription basis and is centrally hosted.

“System Availability” means the percentage of minutes in a month that the key components of the Services are operational.

## 2. CWS Services

2.1 Services. During the Term (as defined herein), subject to the terms and conditions of this Agreement for such Services, and solely for Customer's internal business and non-commercial purposes, CWS shall make the Services available to Customer in accordance with the subscription plan selected during the registration process.

2.2 Updates and Functionalities. Customer acknowledges that, from time to time, CWS may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of such Platforms and Services (including the addition, modification, or removal of functionality, features or content). Excluding the addition of wholly new products, CWS will provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the "Updates").

### 2.3 Acceptable Use Policy.

Customer shall:

- (i) be responsible for Authorized Users' compliance with this Agreement;
- (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Platforms or Services, including keeping passwords and user names confidential and not permitting any third party to access or use its or any of its Authorized Users' user names, passwords, or Customer account for the Services;
- (iii) be solely responsible and liable for all activity conducted through its Customer account in connection with the Services;
- (iv) promptly notify CWS if Customer becomes aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of Customer's (or any Authorized User's) user name, passwords, or Customer account; and
- (v) use, or otherwise access in connection with Customer's use thereof, the Services only in accordance with applicable laws and government regulations.

Customers must not:

- (a) make the Platforms or Services available to anyone other than the Authorized Users;
- (b) sell, trade, publish, reproduce, or otherwise transfer the Content, Platforms or Services to another party;
- (c) use the Platforms or Services to store or transmit any content that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law;
- (d) upload to, or transmit from, the Platforms or Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component;
- (e) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Platforms or Services (including any mechanism used to restrict or control the functionality of the Platforms or Services), any

third-party use of the Platforms or Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law);

(f) probe, scan, or test the vulnerability of any Content, systems, networks, servers or accounts related to the Platforms or Services or attempt to gain unauthorized access to the Platforms or Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Platforms or Services;

(g) access the Platforms or Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Platforms or Services; or

(h) authorize, permit, or encourage any third party to do any of the above.

Customer agrees that CWS may suspend, for any time period within CWS's sole and absolute discretion, or terminate its access to the Platforms or Services for a violation of this Section 2.3 or for any abusive practices that degrade the performance of any Service for Customer and/or other CWS customers.

2.4 Non-Exclusivity. Users acknowledge that the rights granted to it under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict CWS's right to license, sell, or otherwise make available the Platforms or Services to any third party or perform any services for any third party.

### **3. Intellectual Property**

3.1 Platforms and Services. As between Customer and CWS, CWS retains all rights, title, and interest in and to the Platforms and Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of CWS's rights or interests therein or any other CWS intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to the Platforms and Services not expressly granted in this Agreement are reserved by CWS.

3.2 Feedback. Customer may from time to time provide suggestions, comments, or other feedback to CWS with respect to the Platforms and Services ("Feedback"). Feedback, even if designated as confidential by Customer and, notwithstanding Article 5 of this Agreement, shall not create any confidentiality obligation for CWS. Customer shall, and hereby does, grant to CWS a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

3.3 Privacy Policy. Customer is solely responsible for the Customer Information submitted to the Platforms and Users are responsible for any information submitted through the CWS websites. Therefore, it is very important for Users to read both this Agreement and CWS's Privacy Policy carefully to understand the rights and responsibilities of all parties. CWS reserves the right to contact Users via email regarding information and changes to the Platforms and Services, information about products and services that affect CWS's partners and Users, and to ensure continuing operation of the Platforms and Services. CWS also reserves the right to contact Users via email regarding existing products and services or when a new product, feature or functionality becomes available. CWS may use the Customer Information to provide the Services, as provided herein and as provided in CWS's Privacy Policy, above, which is incorporated herein, or as may be required by law.

### **4. Subscription, Payment, and Free Trial Period**

4.1 Subscription Terms. CWS offers a range of subscription plans for the CWS Services and Platforms. As an express condition of Customer's use of and access to the CWS Services and Platforms, Customer agrees to pay all fees applicable to the subscription plan for which Customer registered (the "Plan").

4.2 Fees. Customer will pay all fees as and when described in the registration process on the CWS websites or in the applicable Authorization Form(s) (for Customers) (the "Fees"). The fee for Customer's Plan is billed in advance, is non-refundable, and automatically renews on a monthly or annual basis, as specified in the applicable Plan. No refunds or credits will be provided for partial months of Plans.

4.3 Plan Cancellation. If Customer cancels a Plan before the end of a current pre-paid period, Customer will not be charged again for the Plan beginning with the next billing cycle. If Customer cancels a Plan, Customer will lose all access, upon expiration of the current pre-paid period, to the CWS Services and Platforms and any data associated with Customer's account.

4.4 Free Trial Period. During the registration process, CWS may offer a one-time free trial period during which Customers can try out the CWS Services and Platforms for 7 days from the date of registration without pre-paying in advance ("Free Trial Period").

- a. Customer is required to provide valid credit card payment information in order to create an Account and access the CWS Platforms and Services for the trial period.
- b. Customers who participate in a Free Trial Period must cancel their subscription by the end of the Free Trial Period to avoid incurring charges. If Customer does not cancel before the Free Trial Period expires, Customer authorizes CWS to charge the Customer's credit card on file for the full cost of the plan described during the registration process. The subscription will automatically renew and continue month-to-month or year-to-year (depending on the plan selected during the registration process), unless and until Customer cancels their subscription or CWS terminates this Agreement pursuant to Section 6.3. Customer will not receive a notice from CWS that Customer's Free Trial Period is about to end or has ended.
- c. Customers may cancel their subscription at any time during the Free Trial Period by following the steps described in the registration process. Upon cancellation of Customer's account, Customer will immediately lose all access to the CWS Services and Platforms.

4.5 Taxes and Withholdings. Customer is responsible for paying all taxes, assessments, charges, fees, and levies that may be levied or based upon Customer's subscription to the Services, and any interest, fines, and penalties with respect thereto, imposed by any governmental authority. If CWS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.2, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides CWS with a valid tax exemption certificate authorized by the appropriate taxing authority.

#### 4.6 Customers:

1. *Invoicing*. CWS shall invoice Customer for the Fees in the currency set forth on the applicable Authorization Form. Unless otherwise stated on the Authorization Form, all invoices shall be payable upon presentation and prior to any commencement of Services. Any disputed amounts shall not affect payment of non-disputed amounts. Customer shall make payments to CWS via the entity and address set forth in the Authorization Form and in the manner described on the Authorization Form.
2. *Auto-Renewal*. Customer agrees and authorizes CWS to issue an annual recurring charge for Customer's utilization of the Platforms and Services absent termination consistent with Article 6.
3. *Late Payment*. If any amounts invoiced hereunder as Fees or otherwise are not received by CWS by the due date, then at CWS's discretion, such charges may accrue late interest at the rate of \$100 per month or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. In addition, upon 30 days' written notice to Customer provided after the due date, CWS may suspend Customer's access to the Services, if any, if CWS has not received the amounts invoiced hereunder at the expiration of such 30-day period.

## 5. Confidential Information and Security

5.1 Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care consistent with industry standards) and will not disclose or use any Confidential Information (as defined below) of the other party for any purpose outside of the scope of this Agreement, and each party shall limit access to Confidential Information to those of its, or its Affiliates', employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those herein.

In this Agreement, "Confidential Information" means all information, data and financial information relating to the business, commercial strategies, pricing, personnel, customers, products, or services of each party. Confidential Information includes any business information that is either marked physically or identified orally as "confidential" or "proprietary." Confidential Information excludes any information that (a) was lawfully in the receiving party's possession before receiving it from the disclosing party; (b) is provided in good faith to the receiving party by a third party without restriction on use or disclosure and without breaching any rights of the disclosing party; (c) is or becomes generally known or available to, or accessible by, the public through no act or omission of the receiving party; or (d) was or is independently developed by the receiving party without reference to the disclosing party's Confidential Information. In the event that the receiving party or any representative of the receiving party becomes legally compelled (by law, rule, regulation, subpoena, or similar court process) to disclose any of the Confidential Information, the receiving party will (if permitted to do so) provide the discloser with notice of such circumstances and will limit such disclosure to the required disclosure.

5.2 Security. CWS has implemented technical and organizational security measures consistent with the prevailing industry standards. However, CWS cannot guarantee that unauthorized third parties will never be able to defeat those measures and expressly denies any responsibility for damages, monetary or otherwise, resulting from unauthorized third party access to Customer's account or use, alteration, or disclosure of the Customer Information except in the event of CWS's gross negligence or willful misconduct. Details about CWS's security measures can be found in the Privacy Policy, above.

## **6. Term and Termination**

6.1 Term of Agreement. This Agreement shall commence on the Service Start Date and shall continue in effect until the expiration of the Plan or this Agreement has been terminated in accordance with this Article 6 (the "Term").

6.2 Term of Subscription Plan. The term of each Plan shall start on the Service Start Date specified in the registration process and shall continue for the term specified therein. Except as expressly stated otherwise, Plans shall automatically renew for subsequent one-month or one-year renewal periods, unless a Party gives the other Party written notice of non-renewal at least 30 days prior to the end of the then-current term. Upon renewal, CWS reserves the right to increase the Fees for Services by providing Customer written notice thereof (which notice may be provided by email) at least 30 days prior to the end of the then-current term.

6.3 Termination for Cause. Either party may terminate this Agreement for cause (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In the event that CWS terminates this Agreement for cause, no refund shall be issued.

6.4 Termination for Convenience. CWS may terminate this Agreement for convenience upon 60 days' written notice to the Customer. In the event of CWS's termination for convenience, CWS will issue the Customer a pro-rata refund of Fees paid for Services not rendered.

6.5 Effects of Termination. Upon termination of this Agreement or cancellation of a Plan for any reason, (i) Customer will immediately cease all use of the Services; (ii) Customer will have no further access to its Customer account provided by CWS; (iii) CWS will cease sending Customer any communications provided through the platform; and (iv) Customer will pay CWS all unpaid Fees owing to CWS. If Customer terminates this Agreement in accordance with Section 6.3, then without limiting any other remedies that may be available, Customer will pay any unpaid Fees covering the remainder of the term specified in the Plan after the date of termination. In no event will termination relieve Customer of its obligation to pay any amounts and Fees payable to CWS for the period prior to the date of termination and other obligations that survive termination of this Agreement.

6.6 No Refunds. In the event that Customer terminates this Agreement or cancels its Plan in accordance with section 4.3, CWS will not issue any refunds for fees already paid.

6.6 Survival. Any provision of this Agreement that, either by its terms or to give effect to its meaning, must survive, and such other provisions that expressly or by their nature are intended to survive termination shall survive the expiration or termination of this Agreement. Without limiting the foregoing, Sections 4.1, as well as Sections 3, 5, 7-11, shall survive the expiration or termination of this Agreement.

## **7. Service Levels**

7.1 General. The CWS Services and Platforms depend on IT equipment, software and services that are provided, maintained and supported by CWS. CWS will provide and maintain the CWS Services and Platforms.

7.2 Customer Plans. CWS will use its best efforts to make the CWS Services and Platforms available to Customers subscribed to the Plans. CWS makes no service level or System Availability guarantees to Customers subscribing to the Plans.

7.3 Customers. CWS shall provide the Services to Customers with a guaranteed 98.999% System Availability during each calendar month. System Availability does not include planned downtime for maintenance and upgrades. The sole remedy for downtime for Customers is in the form of service credits, calculated as the minutes of unplanned downtime during a calendar month (rounded to the nearest minute) divided by the number of minutes in that calendar month and multiplied by the Customer's monthly cost divided by the number of minutes in that calendar month. The remedies set out above are Customer's sole and exclusive remedy for issues related to System Availability.

## **8. Warranty and Disclaimers**

8.1 Mutual Warranties. Each of CWS and User represents and warrants that it has the power and authority to enter into this Agreement and to perform its obligations and duties under this Agreement and that doing so is not in conflict with any other agreement.

8.2 CWS Warranties. CWS warrants that (i) subject to Section 2.2, the Services will materially perform in accordance with the applicable documentation and the functionality of the Services will not be materially decreased during the term of the applicable Plan; (ii) the Services do not knowingly contain any malicious code or viruses. For any breach of an above warranty, Customer's exclusive remedies are those described in Section 6.3; (iii) the Services do not knowingly infringe the intellectual property of any third party.

8.3 Legal Disclaimer. Nothing on the CWS websites, Platforms, or Services, nor any portion thereof constitutes actual legal, regulatory, or other professional advice, opinion, or recommendation by CWS, its Affiliates of any Content provider. If legal or other professional assistance is required, Users should seek the services of an attorney or other competent professional. Users assume all responsibilities and obligations with respect to any decision, advice, conclusions, legal opinions, recommendations made or



given as a result of the use of the Platforms and Services, including, without limitation, any decision made or action taken by User in reliance upon Content, or incorporating or referencing the Content. .

**8.4 General Disclaimer.** SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION 7.3 MAY NOT APPLY TO CUSTOMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CWS EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CWS SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AND NON-INFRINGEMENT, THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. IN ADDITION, CWS DOES NOT WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CWS OR ELSEWHERE NOR ANY COURSE OF DEALING WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

CWS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CONTENT ON THE WEBSITES OR PLATFORMS IN TERMS OF THEIR TIMELINESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WHILE CWS MAKES REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, USERS SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE OR THAT THE CONTENT CONTAINS ALL RELEVANT INFORMATION. WE UNDERTAKE NO OBLIGATION TO VERIFY OR MAINTAIN THE CURRENCY OF SUCH INFORMATION.

CWS DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE CONTENT MADE AVAILABLE THROUGH THE SERVICES, INCLUDING CUSTOMER INFORMATION, AND ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. CWS DOES NOT CONTROL OR VET CUSTOMER INFORMATION AND IS NOT RESPONSIBLE FOR WHAT CUSTOMERS POST, TRANSMIT, OR SHARE ON OR THROUGH THE SERVICES. CWS EXPRESSLY DENIES ANY RESPONSIBILITY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR THE INFORMATION CONTAINED THEREIN AS WELL AS ACCOUNT AND CUSTOMER INFORMATION.

## **9. Indemnification**

User agrees to defend, indemnify, and hold harmless CWS, its Affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys' fees, of any kind or nature that are in connection or arising out of a third party claim (i) alleging that User's use of the websites or Services infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates any applicable law; (ii) relating to, or arising from, Customer Information or User's breach of Section 2.3 or Section 8.1; or (iii) relating to User's violation of this Agreement.

## **10. Limitation of Liability**

CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR CESSATION OF ACCESS OR TRANSMISSION TO OR FROM THE SERVICES ARE SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL CWS'S AGGREGATE LIABILITY TO CUSTOMER FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS

ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE, AS PRO-RATED BASED UPON THE FEES FOR THE THEN CURRENT TERM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CWS, ITS DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL CWS BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR CUSTOMER'S ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF CWS WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF CWS FOR (I) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE CWS, ITS EMPLOYEES, OR ITS AGENTS; (II) WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE OF CWS OR ITS EMPLOYEES; OR (III) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

CUSTOMER AGREES THAT CUSTOMER WILL ONLY BE ABLE TO PURSUE CLAIMS AGAINST CWS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND CUSTOMER WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. CUSTOMER FURTHER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF CWS'S SERVICES MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **11. General**

11.1 Assignment. Neither User nor CWS may assign or otherwise transfer any of their rights or obligations hereunder, (except by merger, sale of assets, change of control, operation of law or otherwise) without the prior written consent of the other party (not to be unreasonably withheld), and any attempted assignment without such consent will be void. Notwithstanding the foregoing, CWS may assign this Agreement in its entirety, without consent of User, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its shares or assets.

11.2 Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

11.3 Customer Logo. Customer agrees that CWS may use Customer's name and logo and may disclose that Customer is a customer of the Services in CWS advertising, press, promotion, and similar public disclosures, including at trade shows and similar events. In addition to the foregoing, Customer hereby

grants CWS a non-exclusive license during the Term to list Customer's name and display Customer's logo as an CWS customer on CWS's websites.

11.4 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes; lock-outs or labor disruptions; and any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

11.5 Counterparts and Interpretation. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or interference against the party drafting this Agreement in construing or interpreting the provisions hereof.

11.6 Amendment. No amendment, supplement, restatement, or termination of any provision of this Agreement shall be valid unless it is in writing and signed by each party to this Agreement at the time of the amendment, supplement, restatement, or termination.

11.7 Severability. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement or of that provision in any other jurisdiction.

11.8 Notices. For purposes of service messages and notices about the Services, CWS may place a banner notice across the Services or websites to alert Users. Alternatively, notice may consist of an email from CWS to an email address associated with Customer's account, even if CWS has other contact information. For communication about Customer's account and services associated with CWS, CWS may contact Customer or its Authorized Users through its Customer account or through other means including email, mobile number, telephone, or delivery services such as the postal service. Customer acknowledges and agrees that CWS shall have no liability associated with or arising from Customer's failure to maintain accurate contact or other information, including, but not limited to, Customer's failure to receive critical information about the Services. Notices to CWS must be delivered by email to support@championwebservice.com with a duplicate copy sent via registered mail to the following address: Champion Web Service, LLC, 4145 43<sup>rd</sup> Ave South, Minneapolis, MN 55406. This contact information provided may be updated by giving notice in accordance with this Section 10.8.

11.9 Waivers. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all parties to this Agreement, except that any provision that does not give rights or benefits to particular parties may be waived in writing, signed only by those parties who have rights under, or hold the benefit of, the provision being waived if those parties promptly send a copy of the executed waiver to all other parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

11.10 Governing Law, Jurisdiction and Venue. This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the State of Minnesota. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Hennepin County, Minnesota, as applicable, for any matter arising out of or

relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Hennepin County, Minnesota, such personal jurisdiction shall be nonexclusive.

11.11 Binding Arbitration. It is the intention of the parties to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Agreement by mutual negotiation and cooperation, a period of which shall be no less than five (5) business days from first notice of any such dispute. In the event the parties are unable to informally resolve any such dispute, including relating to this Agreement, the parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement and any disputes upon termination of the relationship, including claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. The arbitration will be conducted in Hennepin County, Minnesota, by a single neutral arbitrator and in accordance with the American Arbitration Association's ("AAA") then current Employment Arbitration Rules' expedited procedures for resolution. Notwithstanding the provision in the preceding or subsequent paragraph with respect to applicable substantive law, the arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of Minnesota, and only such power, and shall follow the law. In the event the arbitrator does not follow the law, the arbitrator will have exceeded the scope of his or her authority and the parties may, at their option, file a motion to vacate the award in court. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to costs and attorneys' fees.

11.12 Entire Agreement. The terms of this Agreement, together with any and all Exhibits and other terms incorporated by reference, including, without limitation, CWS's Privacy Policy, constitute the entire agreement between the parties with respect to the subject matter thereof and supersede any prior or inconsistent agreements, negotiations, representations, and promises, written or oral, with respect to the subject matter and is binding upon the parties and their permitted successors and assigns. In the event of any conflict between this Agreement and the terms specified in an Authorization Form, the provisions of the Authorization Form shall prevail. The terms of this Agreement will apply to all orders submitted to CWS and shall supersede any additional terms that may be incorporated in a purchase order form or any other Customer-generated form. Any such Customer terms shall be null and void.