

These Terms of Service (“Terms”) govern your use of our website (the “Site”) and related products and services, including any content or information provided as part of the Site or such related products, services or websites (collectively with the Site, the “Services”), which are owned or operated by Campus Legends, LLC dba CAMPUS, a Florida limited liability company (“CAMPUS”, “we”, “our” or “us”).

Our Privacy Policy, available at [CAMPUS.io](https://campus.io), is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and CAMPUS.

These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety, and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, “you” and “your” refer to both you individually and the entity on behalf of which you are entering into these Terms.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE CAMPUS PRIVACY POLICY.

1. Overview; NFT Terms.

1.1. **Overview.** The Services may include the ability to access, view, purchase, collect, gift, resell and otherwise transact and interact with non-fungible tokens (“NFT(s)”) and artwork, designs, drawings, videos, compositions or other media or creative works (“Content”) associated with such NFTs. NFTs are blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard. NFTs digitally point to the corresponding Content relating to such NFT, but do not themselves contain a copy of the Content.

1.2. **NFT Purchases.** You may be permitted to bid for or purchase NFTs minted or otherwise made available through the Services by CAMPUS. Buying an NFT entitles you to certain rights in such NFT and the Content as further set forth below.

1.3. **Marketplace.** CAMPUS may (but is under no obligation to) operate a marketplace for the resale and purchase of NFTS (collectively, the “Marketplace”). To the extent available, the Marketplace may permit you to sell, purchase, or otherwise transact with respect to NFTs. In such event, CAMPUS facilitates transactions between a buyer and seller of an NFT through the Marketplace, but CAMPUS is not a party to any agreement between buyer and seller of an NFT on the Marketplace. Transactions conducted through the Marketplace may be subject to transaction fees and other applicable fees. By minting, providing, or selling an NFT through the Marketplace, you represent and warrant that you own are legally authorized to do so. Your rights to the NFT transfer to the buyer upon sale or other transfer. Buyers and sellers hereby hold CAMPUS harmless from any claim arising out of the acts or omissions of any other buyer or seller in connection with their respective participation in the Marketplace and any alleged wrongdoing of any buyer or seller in connection therewith.

1.4. **Secondary Sales.** Unless otherwise noted, you may transfer or sell the purchased NFT through secondary marketplaces (together with all subsequent sales of a NFT by any holder in perpetuity, a “Secondary Sale”), including the Marketplace to the extent made available. Upon resale or other transfer of the NFT, all rights to the corresponding Content contemplated herein shall transfer to the transferee/purchaser and your rights to the Content shall immediately terminate. Each Secondary Sale of an NFT originally minted by CAMPUS generates revenue that is shared between CAMPUS and the then-current owner of the NFT (“Seller”) as follows: (i) ninety percent (90%) of the Gross Total paid by the buyer to Seller and (ii) ten

percent (10%) of the Gross Total to CAMPUS. Gross Total means the price paid by the buyer to Seller prior to any reduction for third party fees associated with the sale, such as transaction fees, processing fees, credit card fees, conversion fees, and platform fees (collectively, "Resale Fees"). Seller shall be solely responsible for payment of all Resale Fees. This revenue sharing obligation is part of a smart contract associated with the NFT at the time of original purchase, and it applies to all sales of an NFT in perpetuity.

1.5. **Rights to NFTs.** Subject to these Terms, you shall own the NFTs (but not the corresponding Content) purchase by you, and you may gift, re-sell, or otherwise transfer ownership of the NFT to any third party lawfully entitled to acquire it.

1.6. **Rights to Content; Restrictions.** CAMPUS grants you a limited, non-exclusive, non-transferable (except in connection with a Secondary Sale), non-sublicensable, revocable license to access, use, and display the Content associated with the purchased NFT solely for your personal, non-commercial use. For clarity, except for the foregoing license, neither your purchase of an NFT nor these Terms grants you any other license or rights to any other intellectual property rights (including copyrights, trademarks, service marks, or rights of publicity) in the Content. Without limiting the foregoing and subject to applicable law, you may not: (i) commercialize the NFT (other than by reselling it as contemplated herein) or Content, including in connection with the marketing, advertising, or selling of any third party product; (ii) modify the Content in any way or combine the Content with, or embed the Content into, any digital or other content or media; (iii) use the NFT or Content in any manner which infringes upon the intellectual property rights of any person or entity; or (iv) use the NFT or Content in connection with or to promote any illegal activity, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of CAMPUS or any individual whose name, image, likeness, trademarks, or copyrighted material appears in connection with or is represented by the NFT. These restrictions are intended to be interpreted broadly. You may not use the Content to suggest any affiliation, sponsorship, approval, endorsement, or other relationship between you and the subject matter of the Content or the owner/licensor of the intellectual property rights in the Content. You shall not create any products, provide services, adopt as a social media handle, use as the name of a social media account, use as a trademark or trade name, or otherwise use or exploit any intellectual property associated with Content. You shall not display the Content in a context that may embarrass, or bring into disrepute, or enmesh in controversy, the Content or the owner of the intellectual property rights in the Content (by way of example, displaying the Content in connect with personal attacks, harassment, or discrimination).

1.7. **Unlock Rewards.** CAMPUS may offer certain "unlock" rewards from time to time in its sole discretion. Such unlock rewards may be available in connection with the purchase of certain individual or groups of NFTs. In such event, in order to receive such unlock reward, you must: (i) maintain an active account with all requisite details and requirements completed to receive the unlock reward, (ii) be holding the corresponding NFT(s) at the time of the unlock reward, and (iii) otherwise fulfill any specified requirements in connection with the unlock reward.

1.8. **Wallet Services.** CAMPUS may enable, integrate with, or link to wallet services or functionality for use in connection with the NFTs and Services and may engage third parties or to provide users with financial payment capabilities using both traditional and digital currencies (collectively, "Wallet Services"). CAMPUS is not responsible for, and you hereby hold CAMPUS harmless from any claims in connection with your use of, any such Wallet Services. All fees related to your use of Wallet Services are solely your responsibility. You alone have control of and responsibility for transactions related to the Wallet Services.

1.9. **Assumption of Risk.** The value of NFTs is subjective and therefore can be volatile. Any purchase or sale you make, accept or facilitate of an NFT (including outside of the Site) will be entirely at your own risk. There is no guarantee that your NFT will have any resale value and you may face a complete loss. You acknowledge that you have obtained sufficient information to make an informed decision to authorize, bid, purchase, or sell an NFT and that you have sufficient financial resources to withstand a complete loss of the value of any NFT you purchase. CAMPUS Parties does not and cannot guarantee that any NFTs purchased will retain their value, and expressly denies and disclaims any liability to you for any losses you may incur by transacting in NFTs. Before making the decision to buy or sell an NFT, you should conduct your own due diligence. You hereby hold CAMPUS harmless from any decisions you make to buy or sell any NFTs and any corresponding losses.

2. Your Eligibility; Your Responsibility

To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to CAMPUS; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (vi) will not violate any rights of CAMPUS or a third party.

You assume all responsibility for your use of, and access to, the Services. Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited.

3. Personal Information; Your User Materials; Your Account

3.1. **Accuracy.** By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

3.2. **Privacy.** To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the CAMPUS Privacy Policy, available at CAMPUS.io.

3.3. **Your Materials.** As between you and CAMPUS, you own the information, materials, photos, or other content (the "User Materials") you provide CAMPUS under this Agreement. Any User Materials that you upload or otherwise provide to CAMPUS in connection with the Services may be used by CAMPUS in order to provide and promote the Services or CAMPUS's business. Accordingly, you grant to CAMPUS, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the User Materials. Such right to use such User Materials shall survive the termination of these Terms and termination of the Services. You authorize us to use, forward, or post your profile or related information on other sites and services. Notwithstanding the foregoing, you retain all rights to the User Materials, except as otherwise provided herein or as otherwise provided in any other agreement between you and CAMPUS. Any User Materials you submit to us is provided at your own risk of loss. You are solely responsible for all User Materials you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing User Materials to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any law, contractual restrictions or other third party rights (including any intellectual property rights). CAMPUS may also remove or delete your User Materials from the Services at any time in its sole discretion.

3.4. **Interactions with Other Users.** You are solely responsible for all interactions with other users. You acknowledge and agree that we do not have an obligation to verify any User Materials or other information provided by users on the Services. CAMPUS offers various forums which allow you to post comments. CAMPUS also enables sharing of information by allowing users to post content and information, including links and other information. Pursuant to the license granted by you above, CAMPUS may grant other users of the Services access and share rights to your User Materials in accordance with these Terms, your settings and the nature of your connection with such other users. Information you share may be seen and used by other users of the Services. CAMPUS cannot guarantee that users of the Services will not use the information that you share on CAMPUS, nor the manner of use. CAMPUS is not responsible for another user's or other third party's misappropriation or misuse of your User Materials or other information. You are solely responsible for your interactions with other users. Additionally, CAMPUS is not responsible for the truthfulness, accuracy, authenticity, or completeness of any of the User Materials or any other information provided by other users or any other third party. You hereby release CAMPUS from all claims, demands, or damages of every kind, known or unknown, in any way connected with (i) any relationship arising between users of the Services, (ii) any dispute between you and another user, or (iii) arising out of any services which originated through the Services or were otherwise provided by a user. Additionally, you agree to immediately report to us any false information provided or misconduct by any user of the Services.

3.5. **Social Media Integration.** The Services may allow you to enable or log in to the Services via various social networking services like Facebook or Twitter (“Social Network Service(s)”). By directly integrating these services, we make your online experiences richer and more personalized. To take advantage of this feature, we will ask you to log into or grant us permission via the relevant Social Network Service. When you add a Social Network Services account to the Service or log into the Service using your Social Network Services account, we will collect relevant information necessary to enable the Service to access that Social Network Service and your data contained within that Social Network Service. As part of such integration, the Social Network Service will provide us with access to certain information that you have provided to the Social Network Service, and we will use, store and disclose such information in accordance with our privacy statement. However, please remember that the manner in which Social Network Services use, store and disclose your information is governed by the policies of such third parties, and CAMPUS shall have no liability or responsibility for the privacy practices or other actions of any Social Network Services that may be enabled within the Service.

3.6. **Your Account.** Except for your User Materials licensed to us as set forth above, the account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account.

3.7. **Feedback.** You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to CAMPUS (“Feedback”) to CAMPUS. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and CAMPUS shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from CAMPUS under any circumstances relating to such Feedback.

4. Personal Use; Limited License; Ownership

Subject to the terms and conditions herein, CAMPUS grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services through a generally available mobile device, web browser or CAMPUS authorized Site to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Services except with the prior written approval of CAMPUS. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and CAMPUS.

Furthermore, without the prior written approval of CAMPUS, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by CAMPUS are licensed, not sold. The Services, and all copies of the Services, are owned by CAMPUS or its third party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. CAMPUS reserves all rights not expressly granted to you herein. You agree that you have no right to any CAMPUS trademark or service mark and may not use any such mark in any way unless expressly authorized by CAMPUS.

Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the termination of your CAMPUS account, prohibition on use of the Services, and further legal action. CAMPUS reserves the right to limit your use of or access to the Services, in its sole discretion in order to maintain the performance and availability of the Services and to enforce these Terms of Service.

5. Fees; Payments

If you purchase any NFTs or Services that we offer for a fee, you agree to pay the applicable fees when due plus all related taxes. All applicable taxes are calculated based on the billing information you provide us at the time of purchase. Unless otherwise denoted, all fees are assessed in U.S. dollars. All purchases are non-cancellable and non-refundable unless otherwise determined by CAMPUS in its sole discretion. Your order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable. We reserve the right to request additional information or documentation before authorizing any transactions or payouts. You also agree that CAMPUS and its third-party service providers providing payment processing services may store your payment information. We may charge your payment information for subsequent charges you authorize, such as account upgrades or other special charges authorized by you. If the payment method you use with us reaches its expiration date and you do not edit the applicable information, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts.

6. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- Using the Services while operating a motor vehicle;
- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Acts that may materially and adversely affect the quality of other users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into CAMPUS's Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by CAMPUS in writing;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Falsifying user identification information;

- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, an CAMPUS representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

CAMPUS enforces a zero-tolerance SPAM policy regarding information transmitted through our network. CAMPUS may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

- Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via the Services, or e-mail that advertises any IP address belonging to CAMPUS or any URL (domain) that is hosted by CAMPUS.
- The use of web pages set up on ISPs that allow SPAM-ing that directly or indirectly reference customers to domains or IP addresses hosted by CAMPUS.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

If CAMPUS determines that you have posted one or more articles of SPAM, we may cancel your account immediately and take steps to prevent you from using our network at any time thereafter.

You agree not to use the Services for the purpose of recruiting for another website or service that offers competing functionality to the Services.

7. Copyright Protected Materials

CAMPUS respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Services that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. CAMPUS has the right, but not the obligation, to remove from the Services any files, material, information, software or other material CAMPUS believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: hi@CAMPUS.io

8. Right to Restrict or Terminate Access

CAMPUS may deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that CAMPUS in its reasonable discretion believes violates the letter or spirit of any of these Terms. If CAMPUS denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, CAMPUS reserves the right to delete all of your User Materials, data, and other information stored on CAMPUS's servers. CAMPUS will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by CAMPUS pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, CAMPUS will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Services, or the termination thereof.

You may terminate these Terms by terminating your use of the Services and any related account. CAMPUS may terminate these Terms or suspend your use or access of the Services at any time upon written notice to you. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay CAMPUS any amounts owed to CAMPUS.

9. Security

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to CAMPUS any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. CAMPUS shall not be liable for any unauthorized use of payment accounts.

10. Disclaimer of Warranty

YOUR USE OF THE SERVICES AND PURCHASE OF NFTS IS AT YOUR SOLE RISK. ALL SITE CONTENT AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. CAMPUS DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. CAMPUS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, CAMPUS'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL CAMPUS, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("CAMPUS PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE NFTS OR USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

A CAMPUS PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID CAMPUS FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE CAMPUS PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CAMPUS TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION AND THE SECTION ABOVE WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

12. Indemnity

You agree to defend, indemnify and hold the CAMPUS Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or relating to (i) any violation of these Terms by you; (ii) your User Materials or any other content or material you submit or otherwise transmit through our Services; (iii) your violation of any rights of another; or (iv) your use of the Services. CAMPUS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

13. Dispute Resolution

Excluding claims for injunctive or other equitable relief, for any claim where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution provider mutually agreed upon by the parties. The arbitration shall be conducted by telephone, online or be solely based on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not require any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. Any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration each party waives any right to a jury trial.

14. Electronic Notices and Disclosures

You acknowledge and agree that CAMPUS may provide notices and other disclosures to you electronically by posting such notices or other disclosures on CAMPUS's website or by emailing it to you at any email address provided to CAMPUS by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

15. Changes to the Terms

We may add to, change or remove any part of these Terms, at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at the Site. As your next visit to the Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address of record or when you log-in to your account.

Your use or continued use of the Services following the posting or notice of any changes to these Terms or any other posted policies shall constitute your acceptance of the changed Terms or policies.

16. Third-Party Terms & Content

We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Services. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Services, our network, the public or our users. We are not a publisher of third-party content accessed through the Services and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

From time to time, the Services may contain references or links to third-party materials not controlled by CAMPUS or its suppliers or licensors. CAMPUS provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that CAMPUS is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible

or linked to the Services. You are responsible for evaluating whether you want to access or use a third party sites. Accordingly, if you decide to use third party sites, you do so at your own risk and agree that this Agreement does not apply to your use of any third party sites. You should review any applicable terms or privacy policy of a third party sites before using it or sharing any information.

17. Miscellaneous

These Terms, along with any rules, guidelines, or policies published on the CAMPUS homepage constitute the entire agreement between CAMPUS and you with respect to your use of our Services. If there is any conflict between the Terms and any other rules or instructions posted on the Services, the Terms shall control. No amendment to these Terms by you by shall be effective unless acknowledged in writing by CAMPUS. Notwithstanding the foregoing, CAMPUS reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above. These Terms shall be governed by, and construed in accordance with, the laws of the State of Florida, without reference to its choice of law rules. Subject to the arbitration provisions above, exclusive venue for any action arising out of or in connection with this agreement shall be in Jacksonville, Florida. The parties each hereby consent to the jurisdiction and venue in Jacksonville, Florida and waive any objections to such jurisdiction and venue. Notwithstanding the foregoing, you agree that CAMPUS shall be entitled to apply for injunctive remedies or other equitable relief in any jurisdiction. Subject to any applicable law to the contrary, you agree that any cause of action arising out of or related to the use of our Services must be commenced within one (1) year after the cause of action accrues, or such action will be permanently barred. If any portion of these Terms is found to be unenforceable or invalid for any reason, that provision will be limited or eliminated to the minimum extent necessary so that the rest of these Terms will otherwise remain in full force and effect. You may not assign your rights or obligations under these Terms without the prior written consent of CAMPUS. CAMPUS's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that CAMPUS may have pursuant to any intellectual property laws or any other laws. All rights and remedies available to CAMPUS, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to CAMPUS. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and CAMPUS, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by this Agreement.

If you have any questions, complaints, or claims, you may contact CAMPUS at hi@CAMPUS.io.