

## Camp Issuer Terms of Use

Last Updated: April 17, 2024

Camp Issuer Inc., a British Virgin Islands corporation (“Camp Issuer”, “we”, “us” or “our”) provides a website-hosted user interface (the “Interface”) for accessing Camp Network, a layer two protocol on the Ethereum network (the “Camp Network”), and related content and functionality through Camp Issuer and any other website operated by Camp Issuer on which these Terms are posted (collectively, the “Site” and together with the Interface and Camp Network, including all existing and any updated or new features, functionality and technology, the “Services”).

Please read these Terms of Use (the “Terms”) and our Privacy Policy (“Privacy Policy”) carefully because they govern your use of the Services.

In addition, please carefully read and review section 5(C) as it pertains to the interfaces interaction with third-party services. For example, your use of the interface to access Camp Network is subject to these terms.

Important notice regarding arbitration: When you agree to these terms you are agreeing (with limited exception) to resolve any dispute between you and Camp Issuer through binding, individual arbitration rather than in court. Please review carefully Section 17 “dispute resolution” below for details regarding arbitration. However, if you are a resident of a jurisdiction where applicable law prohibits arbitration of disputes, the agreement to arbitrate in Section 17 will not apply to you but the provisions of Section 16 (Governing law) will apply instead.

1. **Agreement to Terms.** By accessing the Services, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Services.
2. **Privacy Policy.** Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use and share your information.
3. **Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. You may read a current, effective copy of these Terms by visiting the “Terms” link on the Site. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Services anymore. We may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.
4. **Who May Use the Services?**
  - a. **Eligibility.** You may use the services only if you are 18 years or older and capable of forming a binding contract with Camp Issuer, and not otherwise barred from using the services under applicable law.

- b. **Compliance.** The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

#### 5. **About the Services.**

- a. **Camp Network.** Camp Network enables users to do various things such as processing Ethereum transactions more efficiently, passing information between Ethereum and the Camp Network Testnet / Mainnet blockchain (i.e., bridging) and interacting with third-party smart contract-based applications that are built on the Camp Network Testnet / Mainnet. Camp Issuer does not control or operate any version of Camp Network.
- b. **The Interface.** The Interface provides a user-friendly, human readable means for you to view and initiate self-directed transactions with Camp Network. The Interface is distinct from Camp Network and provides one, but not the exclusive means of accessing Camp Network.
- c. **Third Party Services.** You may use of the Interface to interact with certain third- party services and protocol functionality (“Third-Party Services”) at your own election. Your use of such Third-Party Services and protocol functionality through the Interface is governed by these Terms and any applicable terms and conditions under which the Third-Party Service is offered. For example, your use of the Interface to access Camp Network is subject to these Terms. Those terms and conditions may involve separate fees and charges or may include disclaimers or risk warnings about reliance on or the accuracy of any information.

#### 6. **Accessing the Services.**

- a. You may access the Services with a third-party cryptocurrency wallet, whether or not custodial, desktop, mobile, or “hot” or “cold” (i.e., MetaMask, Ledger, Fortmatic, etc.). These wallet services are Third-Party Services within the meaning of these Terms. By using a third-party wallet in connection with the Services, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet.

Third-party wallets are not operated by, maintained by, or affiliated with Camp Issuer, and Camp Issuer does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents.

- b. Camp Issuer accepts no responsibility for, or liability to you, in connection with your use of a third-party wallet and makes no representations or warranties regarding how the Services will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact the wallet provider.
  - c. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Services by emailing [legal@campnetwork.xyz](mailto:legal@campnetwork.xyz) with "Reporting Security Issue" in the email subject line.
7. **General Prohibitions and Enforcement Rights.** You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:
- a. Distribute any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
  - b. Use, display, mirror or frame the Services or any individual element within the Services, Camp Issuer's name, any Camp Issuer trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Camp Issuer's express written consent;
  - c. Access, tamper with, or use non-public areas of the Services, Camp Issuer computer systems, or the technical delivery systems of Camp Issuer providers;
  - d. Attempt to probe, scan or test the vulnerability of any Camp Issuer system or network or breach any security or authentication measures;
  - e. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Camp Issuer or any of Camp Issuer providers or any other third party (including another user) to protect the Services;
  - f. Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other

- than the software and/or search agents provided by Camp Issuer or other generally available third-party web browsers;
- g. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
  - h. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
  - i. Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
  - j. Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);
  - k. Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities while using the Services;
  - l. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - m. Further or promote any criminal activity or enterprise or provide instructional information about illegal activities.

Camp Issuer is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

- 8. **Intellectual Property Rights.** Camp Issuer and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.
- 9. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("Feedback"). If you choose to submit Feedback, you grant us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property or other rights that you own or control to use, copy, modify, create derivative works based upon, make, have made, sell, offer for sale, import and otherwise exploit in any manner or medium whatsoever

known now or in the future, your Feedback for any purpose, without compensation to you.

10. **Links to Third Party Websites or Resources.** The Services may provide links allowing you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.
11. **Termination.** We may suspend or terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of these Terms or the Services, the following Sections will survive: 8, 9, 10, 11, 13, 14, 15, 16, 17, and 18.
12. **Assumption of Risk.**
  - a. By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. Camp Issuer is not responsible for any issues with the blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.
  - b. There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Camp Issuer will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services for transactions, however caused.
  - c. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services.
  - d. You are solely responsible for determining what, if any, taxes apply to your transactions. Neither Camp Issuer nor any Camp Issuer affiliates are responsible for determining the taxes that apply to such transactions.
  - e. We may rely on third-party platforms to provide the Services. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we

violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Services will suffer.

- f. In addition to being an especially novel and untested implementation of blockchain technology in general, cross-blockchain bridging technology has historically been, and may in the future be, the subject of numerous cyberattacks and exploits, including without limitation, hacks that exploit a vulnerability in the associated software, hardware, systems or other equipment or social engineering to gain control of the any bridge components, wallets, smart contracts or other related systems.

**13. Warranty Disclaimers.** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. CAMP ISSUER (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. CAMP ISSUER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN.

**14. Indemnity; Release of Claims.**

- a. To the fullest extent permitted by applicable laws, you agree to indemnify, defend and hold harmless Camp Issuer as well as its affiliates and service providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns (collectively, the “Camp Issuer Parties”) from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (a) your use of the Services or your interaction with Camp Network or any other Third-Party Services; (b) your violation of the Terms or applicable law; (c) your violation of the rights of a third party; and (d) your negligence or willful misconduct. You agree to promptly notify Camp Issuer of any third-party Claims and cooperate with the Camp Issuer Parties in defending such Claims. You further agree that the Camp Issuer Parties

shall have the right to control the defense or settlement of any third-party Claims as they relate to Camp Issuer, if it so chooses.

- b. You expressly agree that you assume all risks in connection with your access and use of the Service, including your interaction with Camp Network and any other Third-Party Services. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Service, including your interaction with Camp Network. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.”

**15. Limitation of Liability.**

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CAMP ISSUER NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CAMP ISSUER OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF CAMP ISSUER AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO CAMP ISSUER FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO CAMP ISSUER, AS APPLICABLE.
- c. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CAMP ISSUER AND YOU.

**16. Governing Law and Choice of Forum.** These Terms and any action related thereto will be governed by the laws of the British Virgin Islands, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 17 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and Camp Issuer outside of arbitration will be the courts located in the British Virgin Islands, and you and Camp Issuer each waive any objection to jurisdiction and venue in such courts.

**17. Dispute Resolution.**

- a. **Informal Resolution of Disputes.** You and Camp Issuer must first attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) informally. Accordingly, neither you nor Camp Issuer may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via hand or first-class mail to us at Camp Issuer Inc., Jayla Place, 2nd Floor, Road Town, Tortola, British Virgin Islands VG1110.
- b. **Mandatory Arbitration of Disputes.** We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Camp Issuer agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Camp Issuer are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.
- c. **Exceptions.** As limited exceptions to Section 17(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.
- d. **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
- e. **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll



pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

- f. **Injunctive and Declaratory Relief.** Except as provided in Section 17(c) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- g. **Class Action Waiver.** YOU AND CAMP ISSUER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.
- h. **Severability.** With the exception of any of the provisions in Section 17(g) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

#### 18. General Terms.

- a. **Reservation of Rights.** Camp Issuer and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and other jurisdictions. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.
- b. **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between Camp Issuer and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Camp Issuer and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign

or transfer these Terms, by operation of law or otherwise, without Camp Issuer's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Camp Issuer may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

- c. **Notices.** Any notices or other communications provided by Camp Issuer under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.
- d. **Waiver of Rights.** Camp Issuer's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Camp Issuer. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- e. **Contact Information.** If you have any questions about these Terms or the Services, please contact Camp Issuer at [legal@campnetwork.xyz](mailto:legal@campnetwork.xyz)