

Broker Gateway—Terms of Use

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS BROKER GATEWAY

Your use of this Champion Energy Services, LLC ("**Champion**") Broker Gateway (the "**Gateway**") is expressly conditioned on your acceptance of the following terms and conditions (this "**Agreement**"). If you do not agree with any part of the Agreement, you must not use the Gateway. If you use the Gateway, you agree to be bound by the terms of this Agreement.

1. **Modifications.** Champion may modify the terms of this Agreement at any time in its sole discretion, without advance notice. The most up-to-date version of this Agreement will always be available for review on the Gateway. Your continued use of the Gateway after any such amendment constitutes your agreement to be bound by the modified Agreement. Unless specifically stated otherwise, any new features, products or services added to the Gateway will be subject to these Terms
2. **Ownership of Content.** The original information and all other material that Champion provides on the Gateway (the "**Content**") is wholly owned by or licensed to Champion. The Gateway contains copyrighted material, trademarks, and other information protected by intellectual property laws. Any unauthorized use of the Content may violate applicable intellectual property and other laws.
3. **Permitted and Prohibited Uses.** You are permitted to view the Content in furtherance of your professional broker relationship with the customer. Except to the extent required for the limited purpose of reviewing the Content, you are prohibited from any reproduction, adaptation, distribution or display of the Content. You may not modify the Content or use the Content on any other website or networked computer environment for any purpose. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the Content. [To the extent that any portion of the Gateway allows you to post or transmit any material, you are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, pornographic or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.]
4. **Links and Third Parties.** Champion may provide links from the Website as a convenience to our visitors. Champion has no control over the content posted at these sites and makes no representations about any content or material available at these locations. Links are not intended to imply sponsorship, affiliation or endorsement of the linked website or any content or material on such website. If you believe that Champion has provided a link to a website that contains infringing or illegal content or material, please notify us so that we may evaluate whether (in our sole discretion) to disable or remove such link.
5. **Risk of Loss; Accuracy of Information.** You expressly agree that your use of the Gateway is at your sole risk, and that you assume full responsibility and risk of loss resulting from the downloading and/or use of the Content. Although Champion strives to ensure the accuracy of the information presented on the Gateway, Champion cannot guarantee the accuracy, truthfulness or reliability of any information provided on or by means of the Gateway.
6. **No Warranties. THIS WEBSITE IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL AT THE SITE, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, CHAMPION MAKES NO WARRANTIES, REPRESENTATIONS OR GUARANTEES THAT THIS WEBSITE WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, VIRUS FREE, OR ERROR FREE.**

TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT WARRANTIES, REPRESENTATIONS OR GUARANTEES HAVE BEEN MADE TO YOU, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED MERELY AS NONBINDING EXPRESSIONS OF POLICY RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION 6 AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL BE CONSTRUED TO TAKE PRECEDENCE.



7. Disclaimer of Warranties. **CHAMPION HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT CHAMPION KNOWS OR HAS BEEN ADVISED OF ANY SUCH PURPOSE), AND ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT.**
8. Limitation of Liability. Even if Champion has been advised as to the possibility of such damages, Champion and/or its suppliers disclaim all responsibility for direct, indirect, incidental, special, consequential or other damages (including but not limited to damages for lost business, lost profits, or lost data) arising from or because of inaccuracies or omissions in the information contained on this Gateway, or in any Gateway linked to or from this Gateway. Champion and/or its suppliers further disclaim any liability arising from the use of any Content on this Gateway, including any damage to your computer or other property or loss of data arising from any use of the Content on this Gateway.

If you are dissatisfied with this Gateway, or any information contained in the Gateway, your sole and exclusive remedy is to discontinue use.
9. Indemnification. You agree to indemnify, defend and hold harmless Champion from and against any and all claims, suits, liabilities, and expenses (including, without limitation, attorneys' fees) arising in any way out of claims based upon your use of the Gateway, or the Content found on the Gateway including any violation of this Agreement by you or by those using your login information.
10. Termination of Right to Use Gateway. If you breach any of the terms of this Agreement, Champion has the right to restrict, suspend or terminate your right to use the Gateway. Upon such termination, you immediately shall delete or destroy any copies (electronic or otherwise) of the Content you have obtained from the Gateway.
11. Champion Affiliates. Any reference to "Champion" in this Agreement includes all of Champion's affiliates, subsidiaries, content providers, agents, successors, assigns, and other related parties.
12. Governing Law and Venue. This Agreement will be governed by the laws of the State of Texas, without giving effect to its conflicts of law principles. Venue for any dispute related to this Agreement shall be proper in Harris County, Texas.
13. No Waiver. No delay or omission by Champion to exercise any right or power occurring upon any breach of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Champion of any breach of this Agreement shall not be construed to be a waiver of any subsequent breach.
14. Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.
15. Entire Agreement. This Agreement contains the entire understanding between you and Champion regarding the Website and your use of the Website, and supersedes all prior or contemporaneous understandings or agreements regarding the Website and your use of the Website. This Agreement may not be amended or modified except by making such amendments or modifications available on this Website as described above.
16. Age and Responsibility. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use (or the use of others using your login information) of the Website.