

TERMS AND CONDITIONS OF USE

Welcome to CastleBranch. These Terms and Conditions of Use (“**Terms of Use**”) constitute a binding contract between Castle Branch, Inc., together with its subsidiaries and affiliates (collectively, “**CastleBranch**”), and you, a user of the System (as defined below). These Terms of Use govern and control Your access to or use of the System (in whole or in part). These Terms of Use contain certain rights, obligations, and agreements between CastleBranch and You, as well as consents, instructions, acknowledgments, and authorizations by You, regarding the access or use by You of the System and our collection, storage, processing, use, and disclosure of information and records about You, such as, but not limited to, Personal Information (as defined below), consumer reports, investigative consumer reports, criminal background screen results, drug testing results, immunization records, and other information, data, and records. By accessing or using any website owned or operated by CastleBranch (each, a “**Website**” and collectively, the “**Website(s)**”) (including, without limitation, www.castlebranch.com or <https://mycb.castlebranch.com>) or any of CastleBranch’s products, services, platform, system, software, documentation, network, or other features, functionality, modules, or tools (the Website(s) and CastleBranch’s products, services, platform, system, software, documentation, network, and other features, functionality, modules, and tools collectively are referred to herein as, the “**System**”), You represent, warrant, certify, and agree that You have read and understand, agree to, and agree to be bound by, these Terms of Use, whether or not You are a registered Account (as defined below) holder. The terms “**we**,” “**us**,” “**our**” and similar terms in these Terms of Use refer to CastleBranch. The terms “**you**,” “**You**,” “**your**,” “**Your**,” and similar terms in these Terms of Use refer to you, the user of the System.

CastleBranch may, in its sole discretion, modify these Terms of Use (including, without limitation, change, modify, add, or delete all or any portion of these Terms of Use) at any time without further notice, and such changes, modifications, additions, or deletions are, unless otherwise stated, effective immediately. The current version of these Terms of Use will be located on the Website at all times. If these Terms of Use are modified, the modified Terms of Use will be posted on the Website and CastleBranch will make reasonable efforts to bring any modifications to Your attention at the time of Your access of the Website. Your continued use of the System after any such changes constitutes Your acceptance of, agreement to, and agreement to be bound by, these Terms of Use, as amended. **If You do not agree to these Terms of Use or any future Terms of Use, or amendments thereto, You shall not use or access (or continue to use or access) the System (including, without limitation, the Website(s)).** These Terms of Use, as amended, shall be effective at all times commencing with Your first access of the System (including, without limitation, the Website(s)), and shall survive (except for Your right and license to hold an Account and access and use the System) the termination, suspension, or deletion of Your Account or the cessation or termination of Your use of or access to the System (including, without limitation, the Website(s)).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU ACCESS OR USE ANY PART OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE WEBSITE(S)). IF YOU DO NOT AGREE TO THESE TERMS OF USE IN THEIR ENTIRETY YOU MAY NOT ACCESS OR USE THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE WEBSITE(S)), SHOULD CEASE USING THE SYSTEM IMMEDIATELY, AND SHOULD CLOSE OUT THE WEBSITE. BY USING ANY PART OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE WEBSITE), YOU ARE DEEMED TO HAVE ACCEPTED, AGREED TO, AND AGREED TO BE BOUND BY, THESE TERMS OF USE IN THEIR ENTIRETY.

THESE TERMS OF USE CONTAIN A BINDING MANDATORY ARBITRATION PROVISION.

Any registration by, use of, or access to the System by anyone under the age of 13 is prohibited and in violation of these Terms of Use. By registering an Account, or by accessing or using any part of the System, You represent, warrant, and certify that You are at least 13 years of age. If You are at least 13 years of age but under the age of 18 or the age of majority in Your jurisdiction of residence, You may only register, create an Account, use, or access the System with the written consent of Your parent or legal guardian, and only after You and Your parent or legal guardian has signed and returned to CastleBranch a paper copy of these Terms of Use, which can be found at the following link: <https://mycb.castlebranch.com/files/CastleBranch.TermsOfUse.LegalGuardian.pdf>. In the event You access and use the System, or create an Account, and Your parents or legal guardian have not first signed and returned to CastleBranch a paper version of these Terms of Use, You are representing, warranting, and certifying that You are eighteen (18) years of age or older and the age of majority in Your jurisdiction of residence, that You are competent to enter into binding contracts, and that You accept, agree to, and shall abide by these Terms of Use.

Electronic Signature and Transactions Consent

In order to use the System, You must consent to electronically receive disclosures, documents, notices, and information from us, and to otherwise engage electronically in transactions with us. You have the right to have any subsequent disclosures or notices that are required by law to be delivered in writing to You provided or made available to You in paper form (i.e. a hard copy). To obtain a paper copy of any subsequent legally required disclosures or notices, You may print them by using the print function on Your Internet browser, or You may request a paper copy by sending a letter containing a clear statement of Your request and Your full mailing address to:

Castle Branch, Inc.
Attention: Compliance Department
1844 Sir Tyler Drive
Wilmington, NC 28405

You will not be charged a fee to obtain a paper copy of any subsequent notices or disclosures that are required by law to be delivered in writing to You. Your consent to receive notices, documents, disclosures, and information in electronic form and to engage in transactions with us electronically is valid at all times commencing upon Your agreement to these Terms of Use or Your use of the System (which is deemed to be Your consent to receive notices, documents, disclosures, and information in electronic form and to engage in transactions with us electronically agreement by You to these Terms of Use) and after Your use of the System (including, without limitation, the Website) or Your Account with CastleBranch has terminated or ceased, and applies to all notices, documents, disclosures, and information that may be provided or made available by us to You.

You may, at any time, withdraw Your consent to receive in electronic form any subsequent notices or disclosures which we are required by law to deliver in writing to You, by sending a letter containing a clear statement of Your revocation of consent and Your full mailing address to:

Castle Branch, Inc.
Attention: Compliance Department
1844 Sir Tyler Drive
Wilmington, NC 28405

Any withdrawal of Your consent to receive electronic disclosures and notices which we are required by law to deliver in writing to You will be effective only after we have a reasonable period of time to process Your withdrawal. Upon withdrawal of Your consent, we will provide You with a paper copy of any disclosures or notices required by law to be provided in writing to You and which are provided after the effective date of Your withdrawal. You will not be charged a fee to obtain a paper copy of the disclosures and notices. In the event You withdraw Your consent to receive notices and disclosures in electronic form, we may terminate Your Account or Your access to and use of the System, without liability or penalty to us. You will not be entitled to a refund of any fee payable or paid by You, regardless of Your withdrawal of consent. Any withdrawal of Your consent will be effective only to withdraw Your consent to receive electronic disclosures and notices which we are required by law to deliver in writing to You. Your withdrawal will have no effect on our continuing right to deliver, and Your consent to receive, electronic information, documents, notices, and disclosures which we may otherwise deliver to You and which we are not legally required by law to deliver in writing to You.

You may update Your contact information, including email address, by accessing Your Account on the Website or by sending a letter containing Your updated contact information to:

Castle Branch, Inc.
Attention: Compliance Department
1844 Sir Tyler Drive
Wilmington, NC 28405

To access and use the Website and to access and retain the electronic records described in these Terms of Use, You must have access to a computer with the following hardware and software requirements:

- Computer/tablet: Windows/Mac/Linux operating system
- Web browser: IE 10 or higher; Edge 13 or higher; Firefox 43 or higher; Chrome 45 or higher; Safari 9 or higher; Opera 34 or higher; iOS Safari 8.4 or higher; Android Browser 4.4 or higher; Chrome for Android 47 or higher

If we change the hardware or software requirements needed to access and use the Website or to access or retain the electronic records, in such a way that it creates a material risk that You will not be able to access or retain a record, we will provide You with a statement of the revised hardware and software requirements by posting a copy of the new requirements to Your CastleBranch Account in advance of the change.

You hereby represent, warrant, certify, and affirm that You are able to obtain these Terms of Use electronically, and read and print these Terms of Use, using hardware and software that You own or have reasonable access to and reasonably expect to continue to have access to; and that Your obtainment of these Terms of Use conclusively demonstrates Your ability to access and retain information in the electronic form in which we currently make it available to You.

By registering an Account, accessing or using the System, or otherwise signing, agreeing to, or accepting these Terms of Use, by digital signature, electronic signature, click and accept, or some other means or method as may be required by CastleBranch, You accept and agree, and affirmatively and voluntarily consent, (i) to these Terms of Use; (ii) to conduct transactions with us by electronic means; (iii) that we may provide to You electronically all disclosures, notices, documents, and other information required by law to be provided to You in writing, as well as all other documents, notices, disclosures, communications, and information that we may provide to You; (iv) that electronic signatures, electronic records, and electronic agreements, consents, authorizations, instructions, and other documents shall be given full force and effect, and shall be binding on You, as if they were original, hand-executed agreements, consents, authorizations, instructions, or other documents; (v) that Your registration of an Account, access or use of the System (in whole or in part), or otherwise signing, agreeing to, or accepting these Terms of Use, by digital signature, electronic signature, click and accept, or such other means or method as may be required by CastleBranch, constitutes Your electronic signature to these Terms of Use; (vi) that these Terms of Use and Your electronic signature are valid, have full legal effect, are enforceable, and are binding on You as if these Terms of Use were an original, hand-executed agreement; and (vii) to use electronic means to receive, accept, agree to, and sign these Terms of Use. You acknowledge and agree that if You desire a paper copy of these Terms of Use, You may print a copy from the Website or Your Account.

Account Registration

To use the System (including, without limitation, the Website) You must register and set up an account (“**Account**”). Registration of an Account on the Website requires Your full legal name, a valid e-mail address, and a unique password. CastleBranch also may require and collect additional information from You including, but not limited to, date of birth, address, phone number (cell phone and home), alternative email addresses, educational history, social security number, name of current school/program at which You are enrolled (if any), actual or anticipated graduation dates (if You are enrolled in an educational institution), actual or anticipated degrees, and name of employer. You shall provide valid, accurate, and complete information as requested and shall keep all registration information complete and current. A failure to provide information required by CastleBranch may result in termination or suspension of Your Account with or without notice to You. In addition, when You register with the Website, CastleBranch may ask You for certain additional information and it is within Your discretion to provide such information. Your registration of an Account and use of the System is void where prohibited. You shall not (i) create an Account for any person other than Yourself; (ii) use or access the Account of any other person; (iii) permit the access or use of Your Account by any other person; or (iv) provide your Account username or password to any other person.

Collection, Storage, Use, Processing, and Disclosure of Data

You acknowledge and agree that CastleBranch may collect, store, process, retain, use, and disclose Your name, addresses, email addresses, consumer reports, investigative consumer reports, drug testing results, criminal record search results, immunization records, and any other information, records, and data about You (whether provided by You, by another person, agency, organization, or entity, or otherwise obtained by CastleBranch, and whether constituting Personal Information or non-personally identifiable information) (collectively, “**Data**”) as described in these Terms of Use or CastleBranch’s Privacy Policy. A copy of CastleBranch’s Privacy Policy can be found at <https://mycb.castlebranch.com/privacy>.

Passwords

All Accounts are password protected. When You create an Account, You must create a unique password. You shall not disclose Your username or password to any third party or permit any third party to use Your username or password. You are responsible and liable for maintaining the confidentiality of Your username and password, and for any and all activities that occur under, in, or using Your Account, username, or password, whether or not authorized by You (which includes, but

is not limited to, any access, disclosure, or use of Your Data by any person, entity, organization, or agency through the use of Your username or password). You immediately shall notify CastleBranch if You have any suspicion or knowledge that an unauthorized party is accessing Your Account or has otherwise obtained Your password or username. CastleBranch will never ask for Your password in an unsolicited phone call or email. You may change Your password at any time. You acknowledge and agree that CastleBranch shall have no responsibility or liability for any unauthorized access to or use of Your Account, Data, or Content, which is caused in whole or in part by the disclosure or loss, voluntary or involuntary, by You of Your username or password.

Intellectual Property and Limited License

Subject to these Terms of Use, CastleBranch grants to You a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and make personal use of the Website and the components, services, products, functions, or features of the System for which You have paid the applicable fee(s) as determined by CastleBranch in its sole discretion; provided, however, this limited license shall terminate immediately, and You shall cease all access to and use of the System and Your Account, upon the termination, suspension, or deletion by CastleBranch of Your Account or access to the System. CastleBranch may terminate Your right and license to use and access the System (or any portion thereof) in its sole discretion without liability or notice to You. You shall not modify the System, or any portion thereof, and shall not reproduce, duplicate, copy, sell, or resell the System, or any portion thereof, or any products, services, documentation, features, functionality, tools, or other content on the System. This limited license does not include any resale or commercial use of the System, any portion thereof, or any products, services, documentation, features, functionality, tools, or other content on the System; any derivative use of the System, any portion thereof, or any products, services, documentation, features, functionality, tools, or other content on the System; any scrapping or extraction of data or other information on the System (including, without limitation, the Website); or any use of robots or other data mining, gathering, or extraction tools on the System (including, without limitation, the Website), and all such activities are strictly prohibited and a material breach of these Terms of Use.

You acknowledge and agree that, as between CastleBranch and You, CastleBranch owns all right, title, and interest in and to all proprietary and other intellectual property rights in and to the System. The System contains certain protected materials such as trademarks, copyrights, and other proprietary information and intellectual property of CastleBranch and its licensors ("**Protected Materials**"). You may not copy, modify, publish, transmit, distribute, perform, display, sell, or resell any such Protected Materials or information without CastleBranch's express prior written consent. You acknowledge and agree that all trademarks, service marks, and logos used on the System are the sole property of CastleBranch and its licensors. All content created by CastleBranch, our licensors, or our agents, vendors, or contractors, such as texts, logos, graphics, images, java script code, HTML code and other software, is exclusively our property. You have no right or license, and nothing in these Terms of Use is intended to, or will be construed to, grant to You any such right or license, to use any trademark, service mark, logo, or any other proprietary information or Protected Materials contained on or part of the System.

Prohibitions and Other Restrictions

You shall not, under any circumstances:

1. Modify, adapt, translate, or reverse engineer any portion of the System (including, without limitation, the Website, any code, or any logic or process), or use any robot, tools, spider, site search/retrieval application, or other device, software, application, or means or method to scrape, retrieve, copy, or extract data or other information on or from the System, or retrieve or index any portion of the System;
2. Reformat or frame any portion of the System;
3. Attempt to probe, scan, or test the vulnerability of the System (including without limitation, CastleBranch's system, network, or Website(s)), or breach any security or authentication measures;
4. Falsify any TCP/IP packet header or any part of the header information in any content, or in any way use the System to send altered, deceptive, or false source-identifying information;
5. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure protecting the System;
6. Upload, publish, display, or otherwise disseminate information that (i) infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary right or trade secret of any party or infringes any intellectual property or applicable law; (ii) is unsolicited or unauthorized and contains advertising or promotional materials, would be classified as junk mail, spam, chain letters, or a pyramid scheme, or any other form of such solicitations; (iii) is unlawful, deceptive, threatening, abusive, inciting to unlawful action, obscene, harmful, harassing,

defamatory, libelous, vulgar or violent, or is otherwise hateful or constitutes hate speech; (iv) contains objects or symbols of hate or invades the privacy of any third party; (v) contains nudity or pornography, including without limitation, any child pornography; (vi) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, access, control, obtain, transmit, disclose, or limit the functionality of any computer software, files, records, content, data, or information, or interfere with the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the System; or (vii) includes code that is hidden or otherwise surreptitiously contained within the images, audio, or video of any content that is unrelated to the immediate, aesthetic nature of the content;

7. Remove or alter in any manner any copyright, trademark, or other proprietary right notices contained in or on the System;
8. Interfere with any other user's use of the System;
9. Use any meta tags or other hidden text or metadata utilizing CastleBranch's name, trademarks, URL, or product/service names without CastleBranch's express written consent;
10. Solicit, obtain, use, or disseminate personal information about other users without their express written permission;
11. Impersonate or misrepresent Your affiliation with any person or entity, through pretexting or any other form of social engineering, or otherwise commit fraud;
12. Resell the System, or any products, services, tools, features, or functionality offered, advertised, or sold through the System, in whole or in part;
13. Violate any applicable law, regulation, or ordinance;
14. Collect information from or about other users, by any means, for the purpose of sending unsolicited email or unauthorized framing of or linking to the System;
15. Send unsolicited email advertisements to CastleBranch's email addresses or the email addresses of CastleBranch's officers, directors, members, managers, employees, representatives, agents, or contractors, or to other user's email addresses;
16. Link to the System (including, without limitation, the Website) on any other website without the prior written consent of CastleBranch; or
17. Use the System, in whole or in part, in any manner not permitted by these Terms of Use.

Term/Right to Delete, Suspend, or Terminate Account/Retention of Information

CastleBranch, in its sole and absolute discretion, may delete, suspend, or terminate Your Account or Your access to or right to use the System (including, without limitation, the Website), in whole or in part, at any time, for any reason or no reason, with or without notice to You and without liability to You. You agree that CastleBranch shall have no liability to You or any other person or entity for any termination, suspension, or deletion of Your Account or access to or right to use the System, in whole or in part. These Terms of Use (except for Your right and license to hold an Account and access and use the System) shall survive the termination, suspension, or deletion of User's Account or User's access to or right to use the System. Even after termination, suspension, or deletion of Your Account or access to or right to use the System, in whole or in part, CastleBranch shall have the right to retain, store, copy, use, access, and disclose all Data, Content, Personal Information, Recordings, and all other information, data, and records about You, for such period as determined by CastleBranch in its sole discretion, which information, data, and records may be used and disclosed as described in these Terms of Use or CastleBranch's Privacy Policy, including, without limitation, business, regulatory, accounting, and legal purposes.

User Submitted Content

The System may provide features and functionality for You to submit information, documents, records, and other content. You acknowledge and agree that You are solely responsible for all content on Your Account, including, but not limited to, photos, profiles, messages, notes, information, documents, and records (collectively, the "**Content**") that You upload, publish, submit, enter, add, or display on or through the System or Your Account, or transmit, disclose, or share with others, and the consequences of uploading, publishing, entering, transmitting, sharing, adding, or displaying such Content. You shall not upload, publish, enter, share, add, transmit, or display Content which is subject to copyright protection, trademarks, or other intellectual property protection, including, without limitation, any trade secret or proprietary information, belonging to others without obtaining the prior written consent of the owner of such rights.

You acknowledge and agree that any person or entity designated by You on Your Account or otherwise through the System may receive, review, copy, access, and use Content and Data designated or permitted by You. The System also may provide features permitting You to publish, display, transmit, share, disclose, or give access to Your Content or Data to another person or entity (including, without limitation, a non-user of the System), and You agree that CastleBranch shall

have no liability or responsibility to You or any other person or entity for any such action taken by You.

CastleBranch has no control over and does not endorse the Content. The Content does not reflect the opinions or policies of CastleBranch. CastleBranch makes no representations or warranties, express or implied, as to the Content or to the accuracy, validity, or reliability of the Content or any other material or information You upload, publish, add, enter, share, transmit, disclose, or display. You understand and agree that CastleBranch may, but is not required to, review and delete, in its sole and absolute discretion, without notice and without any liability to You, any Content or Data. CastleBranch has the right at all times to disclose, in its sole and absolute discretion, any Content as authorized or required by any law, regulation, subpoena, or court order.

User understands that User is solely liable, and CastleBranch shall not be liable under any circumstances, for any losses, liabilities, expenses, or damages of any kind suffered as a result of uploading, publishing, sharing, adding, entering, transmitting, or displaying any Content whatsoever (including, without limitation, the designation by User of parties to receive, review, or have access to User's Content). User, for and on behalf of User and User's heirs, successors, assigns, and legal representatives, hereby forever releases and discharges each and all of the Indemnified Parties from any and all liabilities, claims, damages, actions, and losses in any way related to or connected with (a) any error, omission, disclosure, display, transmission, loss, or use by any one or more Indemnified Parties of or with respect to the Content, even if arising from an Indemnified Party's negligence, or (b) User's uploading, publishing, adding, entering, displaying, transmitting, disclosing, or sharing of Content or including, without limitation, the sharing by User of Content.

You understand and agree that all Content, Data, and other Personal Information about You on the System will be stored in and accessible from locations within the United States of America, for the purposes set out in these Terms of Use and in CastleBranch's Privacy Policy, and may be subject to production or disclosure requirements by United States authorities in accordance with applicable United States laws.

You understand and agree that You are solely liable, and CastleBranch shall not be liable under any circumstances, for any losses, liabilities, expenses, or damages of any kind suffered as a result of uploading, publishing, sharing, entering, transmitting, or displaying any Content or Data whatsoever (including, without limitation, the designation or authorization by You of persons or entities to receive, review, use, or have access to Your Content or Data). You, for and on behalf of Yourself and Your heirs, successors, assigns, and legal representatives, hereby forever release and discharge CastleBranch (including, without limitation, its subsidiaries and affiliates), and their respective shareholders, directors, officers, members, managers, employees, representatives, contractors, and agents, and their respective heirs, successors, and assigns (each, a "CastleBranch Party" and collectively, the "CastleBranch Parties"), from any and all liabilities, claims, damages, actions, and losses in any way related to or connected with (a) any error, omission, disclosure, display, transmission, loss, or use by one or more CastleBranch Parties of or with respect to Your Personal Information, Content, or Data, even if arising from a CastleBranch Party's negligence, (b) any Content uploaded, published, entered, displayed, provided, transmitted, disclosed, or shared by You, or (c) Your uploading, publishing, entering, displaying, transmitting, disclosing, or sharing of Content or Data including, without limitation, the sharing by You of folders in Your Account or specific items contained within folders in Your Account, the designation, authorization, or instruction by You of persons or entities to receive, review, use, or have access to Your Personal Information, Content, or Data, or the direct transmission, sharing, disclosing, or publishing by You of Your Personal Information, Content, or Data.

Privacy/Data Collection and Use

Information Collected: By creating an Account or accessing and using the System, You hereby acknowledge and agree that CastleBranch may collect, process, use, access, retain, store, and disclose information about You as described in these Terms of Use or CastleBranch's Privacy Policy. The information that we may collect about You may include personally identifiable information (such as, but not limited to, Your name, date of birth, social security number, email address(es), home address, mailing address, phone number(s), personal location, student identification number, Educational Institution(s) attended, and employer(s)) ("**Personal Information**") and non-personally identifiable information. We also may collect Your credit or debit card number, expiration date, security code (located on the back of Your credit or debit card) or other banking or payment information in the event that You pay for access to or use of the System or for any products, services, features, functions, or tools on or through the System. In addition to the collection, storage, disclosure, and use of Data, Content, Personal Information, and other information and records, CastleBranch also may collect, record, or transcribe written transcripts, descriptions, summaries, or video or audio recordings of You when You contact CastleBranch ("**Recordings**"), which may include Personal Information about You. Examples of Recordings might be a recorded telephone conversation with a customer service representative.

CastleBranch also collects information about You when you use the System (including, without limitation, any Website(s)).

When You use the System, we automatically record information about Your interaction. This information includes, but is not limited to, when the System (including, without limitation, any Website(s)) is accessed, Your use of the System, Your IP address and URL requests, Your browser type and settings, the date and time of Your requests, and how You used the System.

CastleBranch may use "cookies" for various purposes, such as to collect and store Your preferences so You do not have to set them each time. "Cookies" are commonly used pieces of information in the form of small files that are placed on a computer hard drive to enable You to more easily communicate and interact with websites. A cookie file can contain information such as the URL, computer IP address, domain type, browser type, the country, state, and telephone area code where Your server is located, the pages of the Website viewed, and any search terms entered on the Website. These cookies allow CastleBranch to customize the Website content to Your preferences, profile, or demographic information. You may configure Your browser to accept or reject all or some cookies, or notify You when a cookie is set. You must enable cookies from CastleBranch in order to use most functions on the Website.

Use of Collected Information: CastleBranch will not use, or disclose or sell to any third party, any Personal Information, Data, Content, or Recordings about You, except as provided in these Terms of Use or CastleBranch's Privacy Policy, as consented to, authorized, or instructed by You, or as required or permitted by applicable law.

CastleBranch offers many products, services, features, functions, and tools to its clients and users, including, but not limited to, criminal record searches, drug testing, driving record information, social security verifications, surveys, consumer reports, investigative consumer reports, immunization record verification, compliance management services, document tracking services, and other services. Depending on the products, services, features, functions, or tools ordered by You, by Your current or prospective employer, by an Educational Institution, or by others, we may need to share, provide, disclose, collect, process, store, and use certain Data, Content, Personal Information, or other information about You. For example, if a prospective employer requests that CastleBranch perform a criminal record search about You, we may provide information to that prospective employer about You relating to that service. By way of another example, if an Educational Institution orders a criminal record search, drug test, and immunization record verification about You, we may obtain, from public records sources, information furnishers, court houses, other record repositories, or directly from You, information about You and provide that information to the ordering entity.

You agree that CastleBranch may disclose, transmit, share, or provide Personal Information, Content, Data, Recordings, or other information, data, or records about You as follows: (i) as provided in these Terms of Use or CastleBranch's Privacy Policy; (ii) pursuant to Your consent, agreement, authorization, instruction, or designation (for example, when You designate or authorize, through Your Account or otherwise, Educational Institutions, business organizations, or other persons, entities, or organizations to have access to or copies of Your Personal Information, Content, Data, Recordings, or other information, documents, or records); (iii) to Your Educational Institution(s) (as defined below); (iv) to Authorized End Users; (v) to Your Health Care Affiliates; (vi) to a third party service or product provider when a product, service, feature, function, or tool provided on or through the System requires interaction with a third party, or is provided by a third party, such as an application service provider; (vii) to CastleBranch' agents, employees, vendors, representatives, service providers, or contractors (including, but not limited to, information furnishers) as necessary, in CastleBranch's sole and absolute discretion, to perform their job functions or provide the products or services requested or purchased by You or by another person or entity about You (subject to applicable law); (viii) as required by law, subpoena, or order of any court or government agency having jurisdiction over CastleBranch or You; or (ix) CastleBranch or the System, in whole or in part (including, without limitation, any Website(s)) are purchased, in which event the third-party purchaser will have access to and use of the Content, Data, Personal Information, Recordings, and other information, data, and records in accordance with these Terms of Use.

CastleBranch may use and process the collected information, including, without limitation, Personal Information, Data, Content, and Recordings, (i) to prepare and provide consumer reports and investigative consumer reports as instructed, authorized, consented to, or purchased by You, Educational Institution(s), Authorized End Users, or Health Care Affiliates; (ii) to perform and provide other products, services, features, functions, and tools provided, offered, or sold on or through the System or otherwise by CastleBranch; (iii) to make the System (including, without limitation, any Website(s), products, services, features, functionality, and tools) better; (iv) to develop new products, services, tools, features, and functionality, and to improve existing products, services, tools, features, and functionality; (v) to customize Your Content and System (including, without limitation, any Website(s)) experience, and to make suggestions for You; (vi) to send to You announcements, notices, updates, and promotional, advertising, and marketing materials (including, without limitation, emails) regarding CastleBranch, the System, the Website(s), or any products, services, features, functionality, or tools on the System (including, without limitation, the Website(s)), including but not limited to, important updates and modifications to

these Terms of Use; (vii) to respond to any comments, disputes, inquiries, or submissions You make to us; (viii) for internal purposes such as auditing and data analysis; (ix) as permitted or required by applicable law; or (x) as provided in these Terms of Use or CastleBranch's Privacy Policy.

The term "**Educational Institution(s)**" means and includes any and all college(s), university(ies), vocational school(s), technical school(s), or other educational institution(s) (including, without limitation, any program, department, or school therein or associated therewith), at which You are or were enrolled, taking classes, admitted, or receiving instruction, training, or education, or at which You are applying or being considered for admittance, enrollment, or instruction, training, or education. The term "**Authorized End Users**" means Your employer or prospective employer, your landlord or prospective landlord, a potential creditor of Yours, or any other person, entity, agency, or organization to which CastleBranch is permitted or required by applicable law or You to provide with Personal Information, Data, Content, Recordings, consumer report(s), investigative consumer report(s), or other information, documents, or records about You. The term "**Health Care Affiliates**" means health care facilities, clinics, practices, or partners affiliated with, contracted with, or a part of Your Educational Institution(s), or at which You will receive training, education, or instruction as part of Your degree, licensure, clinical, practicum, or other educational requirements.

If CastleBranch intends to use or disclose Your Personal Information, Data, Content, or Recordings in a way that is materially different than the uses and disclosures stated in these Terms of Use or CastleBranch's Privacy Policy then CastleBranch will make reasonable efforts to contact You.

You understand and acknowledge that all Personal Information, Data, Content, and Recordings will be stored in and accessible from locations within the United States and may be subject to production or disclosure requirements by United States authorities in accordance with applicable United States laws.

You agree that CastleBranch shall have the right to retain, store, process, copy, use, access, and disclose all Data, Content, Personal Information, Recordings, and all other information, data, and records about You, for such period as determined by CastleBranch in its sole discretion, which information, data, and records may be used and disclosed as described in these Terms of Use or CastleBranch's Privacy Policy, including, without limitation, business, regulatory, accounting, and legal purposes.

Security of Information: CastleBranch takes seriously the security of its System and Your Personal Information, Data, Content, and Recordings, and takes efforts to maintain the security, integrity, and confidentiality of the System. CastleBranch has implemented industry standard technology designed to keep Data, Content, Recordings, and Personal Information safe from unauthorized access or disclosure. CastleBranch employs Secure Socket Layer (SSL) data encryption when data is transmitted over the Internet to the Website. The Website also is compliant with the Payment Card Industry Data Security Standard (PCI DSS). CastleBranch has installed layered firewalls and other security technologies to help prevent unauthorized access to the System. Strong password protection protocols are used on all computers and employees are kept up-to-date on CastleBranch's security and privacy policies. The servers used to store Your information are maintained in a secure environment with appropriate security measures. CastleBranch also limits access to Personal Information as described in these Terms of Use and CastleBranch's Privacy Policy. Such protective measures are designed to limit access to Your Content, Data, and other Personal Information.

Please note that despite the efforts of CastleBranch, factors beyond its control may result in the unauthorized access to or disclosure of Personal Information, Content, Data, or Recordings, or other information about You. Accordingly, CastleBranch cannot guarantee that Personal Information, Content, Data, or Recordings will be secure under all circumstances and CastleBranch offers no guarantees, warranties, or representations with regards to the maintenance or non-disclosure of Personal Information, Content, Data, Recordings, or other information.

You agree that CastleBranch shall not under any circumstances be liable for, and You, for and on behalf of Yourself and Your heirs, successors, assigns, and legal representatives, hereby forever release, acquit, and discharge each and all of the CastleBranch Parties from, any and all liabilities, claims, damages, actions, and losses in any way related to or connected with any loss or disclosure of Personal Information, Recordings, Content, Data, or other information about You.

Fair Credit Reporting Act ("FCRA") Consent and Instruction

CastleBranch offers and provides many different products and services. The Data, Content, Recordings, Personal Information, and other information, documents, and records about You which is maintained by CastleBranch (including, without limitation, on Your Account) (whether provided, uploaded, entered, compiled, or obtained by You or CastleBranch)

and disclosed, transmitted, shared, provided, or otherwise communicated by CastleBranch may under certain circumstances (as set out in the Fair Credit Reporting Act) be considered a consumer report and governed by the Fair Credit Reporting Act (“FCRA”). You may request that CastleBranch perform a criminal record or other background check about You or a drug test on You (either by affirmatively purchasing a background check or drug test or by entering a package code which may contain a request to perform a background check or drug test). In addition, Your Educational Institution(s) or Authorized End Users of Health Care Affiliates may request that CastleBranch perform a background check or drug test on You. For purposes of the background check and/or drug test, You represent and warrant to CastleBranch that You have not falsified Your identity or provided another person's name, Personal Information, or Data to CastleBranch for the purpose of obtaining a background check or drug test on anyone other than You, and that all information and Data provided by You to CastleBranch is complete, valid, true and accurate, including, but not limited to, all Data, Personal Information, and Content.

You may obtain a free copy of "A Summary of Your Rights Under The Fair Credit Reporting Act" by visiting http://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf.

You understand and agree that all Personal Information, Data, and Content provided to CastleBranch may be verified by CastleBranch or its authorized representatives. You hereby consent to the collection of, and instruct us to collect, such information, and authorize and instruct all individuals, entities, organizations, Educational Institutions, Authorized End Users, Health Care Affiliates, law enforcement entities, or other persons, entities, agencies, or organizations listed or referred to in any Personal Information, Data, Content, information or application provided to CastleBranch by You, or which may possess or have access to any information or documentation regarding You, to provide to CastleBranch any and all information and documentation necessary or requested for purposes of verifying the Data, Personal Information, Content, and information provided by You.

You agree and consent to CastleBranch or CastleBranch’s representatives, contractors, affiliates, or subsidiaries obtaining, collecting, compiling, processing, and preparing a consumer report and/or investigative consumer report about You that will include Personal Information regarding You, including but not limited to, educational history, work references, driving record, social security number verification, license verification, credit history, and criminal convictions or arrest records. You acknowledge that all information not provided by You is secured by and through fallible human sources and records.

You hereby agree, approve, and consent to, and authorize and instruct (a) the performance by CastleBranch (including, without limitation, its affiliates and subsidiaries) and its employees, representatives, contractors, vendors, and data furnishers of a review of Your background or a drug test on You, the obtaining, collecting, and preparing of a consumer report and/or investigative consumer report regarding You, and the collection and use of any and all of Your Personal Information, Data, Content, and other records, data, and information for purposes of performing such background check or drug test and the obtaining, collecting, and preparing of a consumer report and/or investigative consumer report regarding You, upon Your request of User or the request of an Educational Institution(s), Authorized End User, or Health Care Affiliate; and (b) the disclosure, transmittal, use, provision, review, or sharing by CastleBranch of Your background check report, drug test results, immunization records, CPR and other certifications and verifications, license and education certifications and verifications, and other Personal Information, Data, or Content to or by (i) any person, organization, or entity designated, instructed, or authorized by You; (ii) any Educational Institution(s); (iii) to Authorized End Users; (iv) to Health Care Affiliates; and (v) to CastleBranch (including, without limitation, CastleBranch’s employees, representatives, contractors, vendors, data furnishers, or agents).

You, for and on behalf of Yourself and Your heirs, successors, assigns, and legal representatives, hereby release and forever discharge each and all CastleBranch Parties from any and all liabilities, claims, damages, actions, and losses in any way related to or connected with the performance of background checks, drug tests, consumer reports, investigative consumer reports, any errors or omissions in any drug test, consumer report, investigative consumer report, or background report or check, or the compiling, making available, disclosing, performing, transmitting, or use of the drug tests, background reports, Personal Information, consumer report, investigative consumer report, Content, or Data, including any errors or omissions contained in or omitted from such drug tests or background reports or investigations. You, for and on behalf of Yourself and Your heirs, successors, assigns, and legal representatives, hereby forever release and discharge each and all CastleBranch Parties and all individuals, organizations, entities, law enforcement entities, and others from any and all liabilities, claims, damages, actions, and losses in any way related to or connected with the transmission, disclosure, use, or verification of any of Your Data, Personal Information, Content, information, or documentation.

Family Educational Rights and Privacy Act Notice and Consent

The Family Educational Rights and Privacy Act ("FERPA") provides certain rights to students concerning the privacy of, and access to, the student's education records (as defined in FERPA). Certain of the records, data, information, Content, Personal Information, and Data on Your Account or in the possession of CastleBranch may constitute education records (as defined in FERPA) and may be subject to protection under FERPA from unauthorized disclosure. You understand and agree that any Educational Institution or Health Care Affiliate automatically shall have access to the Data, Personal Information, and Content in Your Account (including, without limitation, drug test results, immunization records, background check reports and verifications, CPR and other training or education certifications or verifications, health-care physical records, and other information, documents, and records) which is required by such Educational Institution or Health Care Affiliate for purposes of the Educational Institution's or Health Care Affiliate's consideration or review of You for admission, acceptance, enrollment, placement, or retention at the Educational Institution or Health Care Affiliate. In addition, You understand and agree that any other person, entity, educational institution, or organization designated by You on or through Your Account shall have access to the Data, Personal Information, and Content designated by You in Your Account. You also understand and agree that Educational Institutions and Health Care Affiliates, even if not directly designated by You within Your Account, shall have access to the Data, Personal Information, and Content (drug test results, immunization records, background check reports and verifications, CPR and other training or education certifications or verifications, health-care physical records, and other information, documents, and records) contained within Your Account when such Data, Personal Information, and Content is required by such Educational Institution or Health Care Affiliate for purposes of the Educational Institution's or Health Care Affiliate's consideration or review of You for admission, acceptance, enrollment, placement, or retention at the Educational Institution or Health Care Affiliate, or for their audit, regulatory, or legal needs.

You further understand and agree that CastleBranch (including, without limitation, its affiliates and subsidiaries) and its employees, contractors, representatives, vendors, and agents shall have access to Your Personal Information, Content, Data, background check reports, drug test results, immunization records, and other information, documents, and records for purposes of providing the products and services purchased or ordered by You or Your Educational Institution(s), Authorized End Users, or Health Care Facilities including, without limitation, for purposes of performing Record Review services with respect to immunization records or other documents, or an extensive review process for background check results and drug test results, and You hereby consent to, authorize, and instruct such access and use by CastleBranch Parties.

You hereby agree, approve, and consent to, and authorize and instruct, the disclosure, transmittal, review, and sharing by CastleBranch of Your background check reports and results, drug test results, immunization records, CPR and other training certifications or verifications, license, education, and employment certifications and verifications, and other Personal Information, Data, and Content to or by (i) any Educational Institution, Authorized End User, Health Care Affiliate, or other person, organization, association, or entity consented to, or instructed, designated, or authorized by, You; (ii) any Educational Institution(s) or Health Care Affiliate(s) for purposes of such Educational Institution's or Health Care Affiliate's internal needs, accreditation or other reporting needs, or consideration, evaluation, or review of You for admission, enrollment, employment, internship, training, clinical placement, rotations, or instruction, and/or reviewing and verifying Your compliance or qualification with such Educational Institution's or Health Care Affiliate's requirements for admission, enrollment, employment, internship, training, clinical placement, rotations, or instruction (including, without limitation, any clinical position or placement); or (iii) CastleBranch (including, without limitation, its subsidiaries and affiliates) or its employees, representatives, contractors, vendors, service providers, data furnishers, or agents) for purposes of performing or providing the products or services requested or purchased by You or Your Educational Institution(s) or Health Care Affiliates. You understand, acknowledge, and agree that this written consent to disclose Your Personal Information, Data, and Content constitutes a valid and legally effective electronic signature and electronic record and constitutes a valid and legally effective written consent from You to CastleBranch, as required by FERPA, to disclose Your Personal Information, Data, and Content.

You, for and on behalf of Yourself and Your heirs, successors, assigns, and legal representatives, hereby release and forever discharge each and all CastleBranch Parties from any and all liabilities, claims, damages, actions, and losses in any way related to or connected with the compiling, disclosure, transmission, making available, or use of the Data, Content, Personal Information, drug tests, background check reports and results, and immunization records and verifications, and other documents, records, and information about You, including any errors or omissions contained or omitted from such tests, reports or investigations.

Business Entity Release

You understand and agree that any organization, association, entity, or person designated by You shall automatically have access to the Data, Personal Information, and Content (including, without limitation, drug test results, immunization records, background check reports and verifications, CPR and other certifications, license and training verifications and

certifications, health-care physical records, and other information) contained within Your Account and designated by You. You hereby agree, approve, authorize, and consent to, and hereby instruct, the disclosure, transmittal, review, and sharing by CastleBranch of Your Data, Personal Information, and Content which is designated by You (including, without limitation, drug test results, immunization records, background reports and verifications, CPR and other certifications, license and training verifications and certifications, health-care physical records, and other information) to or by (i) any entity, organization, association, or person designated or authorized by You; or (ii) CastleBranch (including, without limitation, its subsidiaries and affiliates), and its employees, representatives, contractors, vendors, service providers, data furnishers, and agents for purposes of performing or providing the products or services requested or purchased by You.

You, for and on behalf of Yourself and Your heirs, successors, assigns, and legal representatives, hereby release and forever discharge each and all CastleBranch Parties from any and all liabilities, claims, damages, actions, and losses in any way related to or connected with the compiling, disclosure, transmission, making available, or use of the Data, Content, Personal Information, drug tests, background check reports and results, and immunization records and verifications, and other documents, records, and information about You, including any errors or omissions contained or omitted from such tests, reports or investigations.

Record Keeping Release

You acknowledge and agree that CastleBranch cannot be responsible for, and shall have no liability for, the record keeping practices, errors, or omissions of third parties such as, but not limited to, the Department of Motor Vehicles or other similar regulatory authority, municipal, county, state, and federal courts, state repositories, state and regional prisons, local police stations, federal bankruptcy courts, federal civil courts, state medical boards, drug testing facilities and other professional licensing organizations, and other local, state and federal organizations. You, on behalf of Yourself and Your heirs, successors, assigns, and legal representatives hereby release and forever discharge each and all CastleBranch Parties from any and all claims, liabilities, damages, actions, and losses in any way related to or connected with any errors or omissions contained in or omitted from any information obtained from any third parties.

Fees

You acknowledge that CastleBranch reserves the right to charge fees or other amounts for access to the System, in whole or in part, and for the various products, services, features, functions, and tools offered or provided on or through the System, and to change such fees from time to time in its discretion. The fees and other amounts charged to You may be established by CastleBranch and published on the System (or disclosed by CastleBranch in such other manner as determined by CastleBranch) or may be established through a separate contract or other document between CastleBranch and You, or between CastleBranch and another organization or entity (such as Your employer, prospective employer, or Educational Institution). You will be made aware of any fees or other amounts to be charged to You for access to and use of the System, in whole or in part, or for the various products, services, features, functions, and tools offered or provided on or through the System. If CastleBranch terminates, suspends, or deletes Your Account or access to and use of the System, in whole or in part, You shall not be entitled to any refund of any fees or other amounts paid by or charged to You. All fees paid are non-refundable.

Indemnification Obligation of User

You agree to defend, indemnify, reimburse, and hold harmless CastleBranch (including, without limitation, its affiliates and subsidiaries), and each of their respective members, managers, officers, directors, employees, agents, representatives, contractors, vendors, and service providers (each an **“Indemnified Party”** and collectively the **“Indemnified Parties”**) from and against any and all losses, damages, claims, judgments, actions, penalties, demands, liabilities, obligations, fines, or expenses (including, without limitation, reasonable attorneys' fees and expenses), in any way related to, arising out of, or connected with: (i) Your Content; (ii) Your access to or use of any part of the System (including, without limitation, any Website(s), products, services, features, functions, or tools); (iii) any actual or alleged provision by You of false, inaccurate, misleading, or fraudulent Personal Information or other information to CastleBranch; (iv) any actual or alleged violation or breach by You of any term, condition, obligation, certification, covenant, or other provision of these Terms of Use; (v) any actual or alleged violation or breach by You of any representation or warranty made by You to CastleBranch; (vi) any actual or alleged infringement or misappropriation by You of the intellectual property rights of any third party; (vii) any actual or alleged defamation, libel, or other tort by You; or (viii) any claim that You or Your activities on the System caused damage to a third party.

Your indemnification, defense, reimbursement, and hold harmless obligations shall survive the termination, suspension, cessation, or deletion of Your Account or Your access to or use of the System.

Third Party Advertisements, Links, and Services

The Website(s) may contain links to third-party websites, advertisements, services, products, special offers, or other activities that are not owned or controlled by CastleBranch. CastleBranch does not endorse or assume any responsibility, liability, or obligation for any such third-party website(s), advertisement, service, product, special offer, or otherwise. CastleBranch is not responsible for, and shall have no liability to You with respect to, the privacy policies, Terms of Use, content, products, services, or operations, practices, or policies on these other website(s) or third parties. Inclusion on the Website(s) of a link to another website or an advertisement does not imply that CastleBranch approves of or endorses such third party, such website(s) or its products or services, or the advertised product or service. When linking to another website, You should read the Terms of Use, end user agreement, and privacy policy posted on that website. CastleBranch's Terms of Use and Privacy Policy only govern the System (including, without limitation, the Website(s)). You access third-party websites at Your own risk. When accessing a third-party website via a link, You are leaving CastleBranch's System and Website(s) and are conducting Your business or other transactions with such other third-party, not with CastleBranch.

You, on behalf of Yourself and Your heirs, successors, assigns, and personal representatives, hereby release and forever discharge each and all of the CastleBranch Parties from any and all claims, damages, demands, causes of action, losses, and liabilities in any way related to or connected with such third-party websites, Your access to or use of such third-party websites, such third-party websites' use of Your information and data provided by You to such third-party, or collected by such third-party about You (including personally identifiable information), and the products or services sold, offered, advertised, or purchased on or through such third-party websites.

You are free to participate in the promotions of, and purchase the products and services of, advertisers, vendors, and other product and service suppliers on the Website(s). Any such participation or purchase, including the delivery of, the performance of, and the payment for products and services, and any other terms, conditions, warranties, or representations associated with such participation, are solely between You and the advertiser, vendor, or product or service supplier. CastleBranch assumes no, and shall have no, liability, obligation, or responsibility for any part of any such participation or transaction.

Advertisements may be delivered to You by CastleBranch or a third-party that has an advertising contractual relationship with CastleBranch ("**Advertiser**"). Such Advertisers may set cookies on Your computer to allow the Advertisers to recognize Your computer in the future and store Your preferences. CastleBranch and Advertisers may use the cookies to compile information about You. Such information allows CastleBranch and Advertisers to deliver targeted advertisements that it or they believe will be of most interest to You. These Terms of Use and CastleBranch's Privacy Policy cover only CastleBranch's cookies, not the use of cookies by any third party Advertisers.

Data and Content Retention

All Data, Personal Information, Recordings, and Content regarding You (including, without limitation, personally identifiable information, consumer reports, investigative consumer reports, drug test results, immunization records, CPR training certifications or verifications, and other information, documents, and records) may be retained by CastleBranch for such time as determined by CastleBranch in its sole discretion. All Data, Personal Information, Recordings, and Content regarding You may be used, processed, and disclosed as provided in these Terms of Use or CastleBranch's Privacy Policy. It is entirely in CastleBranch's discretion to retain or delete any Data, Personal Information, Recordings, or Content regarding You. In no event do You or any other person or entity have a right to require the deletion of any Data, Personal Information, Recordings, and Content.

Non-Commercial Use

Except as otherwise specifically agreed in a separate writing by CastleBranch, the System (including, without limitation, the Website(s)) is for Your personal use only. The System may not be used by You, in whole or in part, in connection with any commercial endeavors or business.

DISCLAIMER OF LIABILITY/ DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU AGREE THAT USE OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION, THE WEBSITE(S)) IS

AT YOUR SOLE RISK. THE SYSTEM AND WEBSITE(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CASTLEBRANCH EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CASTLEBRANCH DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM USE OF THE SYSTEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CASTLEBRANCH, OR FROM OR THROUGH USE OF THE SYSTEM SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED HEREIN. CASTLEBRANCH ASSUMES NO, AND SHALL HAVE NO, RESPONSIBILITY OR LIABILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR COMMUNICATIONS, PERSONAL INFORMATION, DATA, CONTENT, OR RECORDINGS. CASTLEBRANCH IS NOT LIABLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION CAUSED BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED BY THE SYSTEM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY CASTLEBRANCH PARTY BE LIABLE TO YOU OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION FOR ANY DAMAGES, LOSSES, EXPENSES, OR OTHER AMOUNTS, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, ACTUAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, ARISING FROM OR IN ANY WAY RELATED TO YOUR USE OF THE SYSTEM, (INCLUDING, WITHOUT LIMITATION, ANY WEBSITE(S)), YOUR PURCHASE OR USE OF ANY OF THE PRODUCTS OR SERVICES OFFERED, ADVERTISED, OR SOLD THROUGH THE SYSTEM OR BY CASTLEBRANCH, ANY LOSS OR DISCLOSURE OF YOUR PERSONAL INFORMATION, DATA, CONTENTS, OR RECORDINGS, OR ANY OF THE WEBSITE CONTENT OR OTHER MATERIALS, EVEN IF ARISING FROM CASTLEBRANCH'S NEGLIGENCE AND EVEN IF CASTLEBRANCH IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY

IN THE EVENT THAT CASTLEBRANCH OR ANY CASTLEBRANCH PARTY IS HELD LIABLE FOR ANY AMOUNT TO YOU OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION NOTWITHSTANDING THE BREADTH OF THE DISCLAIMER OF LIABILITY ABOVE, IN NO EVENT SHALL CASTLEBRANCH OR ANY CASTLEBRANCH PARTY BE LIABLE OR RESPONSIBLE TO YOU OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION, FOR ANY CAUSE OF ACTION, CLAIM, OR LIABILITY WHATSOEVER, AND REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, CLAIM, OR LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, FOR AN AMOUNT IN EXCESS OF THE AMOUNT PAID, IF ANY, BY YOU OR SUCH OTHER PERSON, ENTITY, OR ORGANIZATION TO CASTLEBRANCH FOR THE SPECIFIC PRODUCT OR SERVICE WHICH IS THE SUBJECT OF THE CLAIM, BUT IN NO EVENT SHALL ANY CASTLEBRANCH PARTY'S LIABILITY TO YOU OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00) IN THE AGGREGATE. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO CASTLEBRANCH BY YOU FOR ANY PRODUCT OR SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM ANY CASTLEBRANCH PARTY, REGARDLESS OF THE CAUSE OF ACTION.

Email Choice/Opt-out

You may choose not to receive updates, CastleBranch newsletters, or CastleBranch advertisements by choosing the appropriate opt-out option in the email containing such newsletter, update, or advertisement. All such updates, newsletters, and advertisements will also include instructions for opting-out of those communications in the future.

International Users

CastleBranch may collect, process, use, disclose, store, and maintain Your information (including, without limitation, Personal Information) in the United States, where privacy laws may not be as protective as in Your home country. If You

access or use the System (including, without limitation, the Websites) from outside the United States, You are consenting to the transfer of Your information to the United States for processing, storing, using, disclosing, and maintaining in a manner consistent with these Terms of Use and CastleBranch's Privacy Policy.

Surveys

CastleBranch may request You to participate in surveys relating to the System, Website(s), CastleBranch (including, without limitation, its affiliates and subsidiaries), or third party advertisers, vendors, contractors, clients, or providers. Participation in such surveys is completely voluntary. However, CastleBranch, encourages You to participate in these surveys as they provide information which will be used to improve the System. The surveys may request contact information, such as Your name and email address, demographic information, age, or income level. CastleBranch and third party advertisers, vendors, contractors, or providers conduct such surveys in order to target advertising and learn Your preferences. CastleBranch may share the information collected from these surveys with its affiliates and subsidiaries, third party advertisers, vendors, contractors, clients, or providers, and the general public, but will not share Your Personal Information collected in a survey without Your prior consent or as otherwise described in these Terms of Use or CastleBranch's Privacy Policy.

Contests and Sweepstakes

CastleBranch may hold contests, sweepstakes, or other promotions on the Website(s). Participation in such contests, sweepstakes, or other promotions is voluntary and may require entrants to provide personal or contact information. CastleBranch will use the information collected to verify the entrant's identity and age and to communicate with entrants. CastleBranch will not share any of the entrant's personal or contact information collected for purposes of the contest or sweepstakes with any third party except to service providers, if any, as disclosed at the time of entry, if You are a contest winner, or as may be required by law or otherwise consented to by You or as otherwise described in these Terms of Use or CastleBranch's Privacy Policy. CastleBranch may make information about entrants available in aggregated form to advertisers, partners, and the general public.

Mergers, Acquisitions, and Bankruptcy

In the event that CastleBranch, or its assets or business, in whole or in part, is acquired by or merged with any third party entity, CastleBranch reserves the right, in any of these circumstances, to transfer or assign Your Personal Information, Recordings, Data, Content, and other information, data, and content and all of CastleBranch's rights under these Terms of Use or its Privacy Policy. In the unlikely event of CastleBranch's bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, CastleBranch may not be able to control how Your Personal Information, Data, Content, or Recordings are treated, transferred, or used.

Choice of Law

You agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of these Terms of Use, CastleBranch's Privacy Policy, any other agreement between CastleBranch and You, and any dispute or claim between You and CastleBranch. Further, You agree that any claim or action relating in any way to these Terms of Use, CastleBranch's Privacy Policy, the System (including, without limitation, the Website(s), or the products, services, features, functions, or tools offered, provided, or sold on or through the System), or Your Personal Information, Data, Content, or Recordings shall, subject to the mandatory arbitration provision set out below, be instituted and prosecuted exclusively in the courts of the County of New Hanover, State of North Carolina or the federal Eastern District of North Carolina, and You consent to the jurisdiction of said courts and waives any right or defense relating to such jurisdiction or venue.

Miscellaneous

You agree that: (i) if any of the terms, provisions, obligations, covenants, or conditions contained in these Terms of Use shall be deemed invalid, void, or unenforceable, that specific term, provision, obligation, covenant, or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms, provisions, obligations, covenants, and conditions; (ii) You may not assign or otherwise transfer these Terms of Use or any of Your rights or obligations hereunder; (c) these Terms of Use (as amended), together with CastleBranch's Privacy Policy (as amended), any separate written agreement signed by You and CastleBranch, and any consent, authorization, or instruction signed by You

and provided to and accepted by CastleBranch, constitutes the entire agreement between You and CastleBranch with respect to the subject matter hereof and thereof; and (iv) You are not relying on any representations, guaranties, or warranties of CastleBranch except as may be specifically set forth in these Terms of Use. These Terms of Use shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. To the maximum extent permitted by applicable law, CastleBranch and You agree that any cause of action arising out of or relating in any way to these Terms of Use, CastleBranch's Privacy Policy, the System (including, without limitation, the Website(s) or the products, services, features, functions, or tools offered, provided, or sold on or through the System), or Your access to or use of the System, in whole or in part, must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. The failure by one party to enforce its rights under these Terms of Use shall not constitute a waiver of that party's rights for that or any subsequent breach of these Terms of Use. These Terms of Use are binding upon and shall insure to the benefit of You, CastleBranch, and each of Your and our respective heirs, successors, personal representatives, and permitted assigns. There are no third-parties who are intended to benefit in any way from these Terms of Use.

DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

THESE TERMS OF USE ARE SUBJECT TO THE ARBITRATION PROVISIONS INCLUDED BELOW.

Notwithstanding anything provided in these Terms of Use to the contrary, in the event that CastleBranch is unable to resolve a claim which You may have to Your satisfaction, or if CastleBranch is unable to resolve a claim which it may have with You, You and CastleBranch each agree to resolve those claims exclusively through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under these Terms of Use shall take place on an individual basis; class arbitrations and class actions are not permitted and are strictly prohibited.**

CastleBranch and You hereby agree to arbitrate all actions and claims between us (including, without limitation, those related to these Terms of Use; CastleBranch's Privacy Policy; the use, storage, sale, disclosure (voluntary or involuntary), collection, and processing of Your Personal Information, Data, Content, or Recordings; the System; the Websites; or any consumer report, investigative consumer report, or other product, service, feature, function, or tool offered, provided, disclosed, or sold by CastleBranch). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) claims arising out of or relating to any aspect of the relationship between CastleBranch and You, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) claims that arose before these Terms of Use or any prior agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; (iv) claims that may arise from or are in any way connected with Your use of the System, the Website(s), or the products, services, features, functions, or tools offered, sold, or provided on or through the System or by CastleBranch; (v) claims that may arise as a result of or which are in any way connected with the collection, use, storage, retention, or disclosure of Personal Information, Data, Content, or Recordings; (vi) claims that may arise under CastleBranch's Privacy Policy; and (vii) claims that may arise after the termination, deletion, cessation, or suspension of Your Account, access to the System, or these Terms of Use. Notwithstanding the foregoing, either party may bring an individual action in small claims court. In addition, nothing in this arbitration provision is intended to supersede any right You may have to dispute the accuracy or completeness of any consumer report or investigative consumer report about You, or to request a copy of Your file in our possession, under the Fair Credit Reporting Act or similar state laws. **This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission.** Such agencies can, if the law allows, seek relief against CastleBranch on Your behalf. **You agree that, by creating an Account, accessing or using the System, or signing, agreeing to, or otherwise entering into these Terms of Use, You are waiving the right to participate in a class action.** These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination, suspension, cessation, or deletion of Your Account, access to the System, or these Terms of Use.

If CastleBranch intends to seek arbitration, it first must send to You, by email or by certified mail, at the last email address or mailing address of Yours on record with CastleBranch, a written Notice of Claim ("Notice"). If You intend to seek arbitration, You first must send to CastleBranch, by certified mail, a written Notice. The Notice to CastleBranch should be addressed to: Castle Branch, Inc., Attention: General Counsel, 1844 Sir Tyler Drive, Wilmington, North Carolina 28405

("Notice Address"). The Notice must (a) describe the nature and basis of the claim; and (b) set forth the specific relief sought ("Demand"). If CastleBranch and You do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, CastleBranch or You may commence an arbitration proceeding.

The arbitration will be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless CastleBranch and You agree otherwise, any arbitration hearings will take place in the County of New Hanover, State of North Carolina. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which any award is based. Each party shall bear its own attorneys fees, costs and expenses and its pro-rata share of the arbitrator's fees.

The arbitrator 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. **YOU AND CASTLEBRANCH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR CASTLEBRANCH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and CastleBranch agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision (paragraph) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Any award shall be a conclusive determination of the matter and shall be binding upon the parties to the arbitration and their heirs, successors, and assigns, and shall not be contested by any of them.

Notwithstanding any provision in these Terms of Use to the contrary, You and CastleBranch agree that if CastleBranch makes any future change to this arbitration provision (other than a change to the Notice Address) while these Terms of Use are in effect, You may reject any such change by sending CastleBranch written notice within thirty (30) days of the change to the Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any claim between You and CastleBranch in accordance with the language of this arbitration agreement.

By signing below, each of You and Your parent or legal guardian hereby acknowledge that you understand, and accept and agree to, these Terms of Use, and represent and warrant to Company that these Terms of Use constitute the valid, legal, binding, and enforceable covenants and obligations of You and Your undersigned parent or legal guardian. The individual executing below as the parent or legal guardian represents and warrants to CastleBranch that he or she is the parent or legal guardian of the undersigned student and is competent and authorized to sign these Terms of Use for and on behalf of himself/herself and the undersigned student.

Signature of Student: _____

Print Full Name: _____

Date: _____

Signature of Parent/
Legal Guardian: _____

Print Full Name: _____

Date: _____

Relationship to Student: _____
(i.e. mother/father/
legal guardian)