

TERMS AND CONDITIONS OF USE

Effective Date: January 19, 2023

Welcome to the family of websites and applications provided by Castle Branch, Inc. (“CastleBranch”). These Terms and Conditions of Use (“Terms of Use”) govern your access to and use of all CastleBranch sites (e.g. www.castlebranch.com and <https://mycb.castlebranch.com>), mobile site, official apps made available for iPhone and Android, and all related functionality, services, and Content (as defined below) offered by CastleBranch on or through any of the foregoing (“CastleBranch Sites”).

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 (as defined below) 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 the CastleBranch Sites or any CastleBranch Entities’ products, services, platform, system, software, documentation, network, or other features, functionality, modules, or tools (collectively, the “System”), You represent, warrant, certify, and agree that You are of legal age in your jurisdiction of residence to enter into these Terms of Use, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms of Use (see Minor Registration below), You have read and understand that these Terms of Use constitute a binding contract between CastleBranch and You, and further agree to be bound by these Terms of Use, whether or not You are a registered Account (as defined below) holder.

Certain terms are defined herein, but others have the meanings provided below:

“CastleBranch,” means Castle Branch, Inc. and any subsidiaries (including any subsidiaries that CastleBranch may form or acquire in the future). We also refer to CastleBranch as “we,” “us” and “our.” But when we say “CastleBranch Entities,” we mean CastleBranch and its affiliates; its and their suppliers, vendors, contractors, and licensors; and its and their directors, officers, employees, and agents.

“CastleBranch Sites,” means castlebranch.com, <https://mycb.castlebranch.com>, any CastleBranch mobile site, the CastleBranch Apps, and all related functionality, services, and Content offered by or for CastleBranch on or through any of the CastleBranch Sites and the CastleBranch Apps or the systems, servers, and networks used to make the CastleBranch Sites available.

“CastleBranch Apps,” means any official apps we make available for iPhone and Android, which can be downloaded from the iTunes App Store or the Google Play Store.

The terms “we,” “us,” “our” and similar terms in these Terms of Use refer to CastleBranch or, in certain instances, CastleBranch Entities.

The terms “you,” “You,” “your,” “Your,” and similar terms in these Terms of Use refer to you, the user of the System.

When we say “you” or “your” we mean any user of any CastleBranch Site.

CastleBranch may, in its sole discretion, modify 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. 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. IF YOU DO NOT AGREE TO THESE TERMS OF USE IN THEIR ENTIRETY, INCLUDING ANY FUTURE MODIFICATIONS, YOU SHALL (1) NOT ACCESS OR USE THE SYSTEM, (2) CEASE USING THE SYSTEM IMMEDIATELY, AND (3) CLOSE OUT THE CASTLEBRANCH SITES. BY USING ANY PART OF THE SYSTEM, YOU ARE DEEMED TO HAVE ACCEPTED, AGREED TO, AND AGREED TO BE BOUND BY, THESE TERMS OF USE IN THEIR ENTIRETY.

WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS:

While there are important points throughout these Terms of Use, please note there are specific warranty disclaimers and limitations on CastleBranch's liability.

UPDATES:

We may update these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use through the CastleBranch Sites. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Use incorporating such changes or otherwise notified you of such changes. By continuing to use or access any of the CastleBranch Sites after we post any changes, you accept the updated Terms of Use. The "Last Updated" legend above indicates when these Terms of Use were last changed.

MINOR REGISTRATION:

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. Protecting the privacy of children is especially important to us. CastleBranch complies with all applicable state and federal laws regulating student and health privacy. The federal Children's Online Privacy Protection Act ("COPPA") is designed to prevent the collection and use of information from children under age 13. However, certain products and services we offer are intended to support a child's participation in both school and non-school related activities. In such

instances, verifiable consent from a child's parent or guardian is required before collecting, using, or disclosing personal information from a child under age 13 as provided for in our Privacy Policy ("COPPA Consent"). By registering an Account, or by accessing or using any part of the System, You represent, warrant, and certify that, except with respect to the COPPA Consent provided for in our Privacy Policy, 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 by clicking 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 which 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 which 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 11; 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 CastleBranch Sites 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 using electronic means 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, You may be required to register and set up an account on one or more of the CastleBranch Sites or be offered the opportunity for a single login (in all such instances, "Account"). Registration of an Account on one or more of the CastleBranch Sites requires Your full legal name, a valid e-mail address, and a unique password. Depending on the type of Account You have, 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 in connection with Your use of the System the CastleBranch Entities 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 any CastleBranch Entity, 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>; provided further that references to CastleBranch's Privacy Policy, or any other policy or law included herein, does not in and of itself create any private right of action with respect to (i) any matter contained herein, and/or (ii) anyone including You or any third party.

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 CastleBranch Sites 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 create derivative works based on the CastleBranch Sites, 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:

Modify, adapt, translate, or reverse engineer any portion of the System, or use any robot, tools, spider, site search/retrieval application, or other device, software, application, or means or method to scrape, retrieve, copy, reproduce, circumvent or extract data or other information on or from the System, retrieve or index any portion of the System;

Reformat or frame any portion of the System;

Attempt to probe, scan, or test the vulnerability of the System or breach any security or authentication measures;

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;

Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure protecting the System;

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;

Remove or alter in any manner any copyright, trademark, or other proprietary right notices contained in or on the System;

Interfere with any other user's use of the System;

Use any meta tags or other hidden text or metadata utilizing name, trademarks, URL, or product/service names without CastleBranch's express written consent

Solicit, obtain, use, or disseminate personal information about other users without their express written permission;

Impersonate or misrepresent Your affiliation with any person or entity, through pretexting or any other form of social engineering, or otherwise commit fraud;

Resell the System, or any products, services, tools, features, or functionality offered, advertised, or sold through the System, in whole or in part;

Violate any applicable law, regulation, or ordinance;

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;

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;

Link to the System (including, without limitation, the Website) on any other website without the prior written consent of CastleBranch; or

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, disable access, content or other materials, 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, videos, audio clips, profiles, messages, notes, information, documents, communications, feedback, submissions, suggestions, questions, and other information, data, content, and other materials 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 the CastleBranch Entities 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 the CastleBranch Entities, 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 OF 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, you acknowledge and agree that CastleBranch also may collect, monitor, record, or transcribe written transcripts, descriptions, summaries, video recordings or voicemails, audio recordings and texts to, from, and through the System of You ("Recordings"), which may include Personal Information about You.

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.

If you are using the System in connection with (i) Your current or a prospective employer, or (ii) requests from an Educational Institution, we may need to share, provide, disclose, collect, process, store, and use certain Data, Content, Personal Information, or other information about You. In order to facilitate any such legitimate requests the CastleBranch Entities offer many products, services, features, functions, and tools 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. For example, if a prospective employer requests that 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, courthouses, 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); (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 or to any of the CastleBranch Entities; (vii) to any of the CastleBranch Entities' agents, employees, vendors, representatives, service providers, or contractors, as determined in the CastleBranch Entities' 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 any of the CastleBranch Entities or You; or (ix) any one or more of the CastleBranch Entities or the System, in whole or in part, 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.

The CastleBranch Entities 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 develop new products, services, tools, features, and functionality, and to improve existing (e.g. the System) products, services, tools, features, and functionality; (iv) to customize Your Content and System experience, and to make suggestions for You; (v) to send to You announcements, notices, updates, and promotional, advertising, and marketing materials (including, without limitation, emails, text messages, telephone calls, and voicemails) regarding the CastleBranch Entities, the System, including but not limited to, important updates and modifications to these Terms of Use; (vi) to respond to any comments, disputes, inquiries, or submissions You make to us; (vii) for internal purposes such as auditing and data analysis; (viii) as permitted or required by applicable law; or (ix) 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 one or more of the CastleBranch Entities 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 is inconsistent with the intent of 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 one or more of the CastleBranch Entities 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 commercially reasonable 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 and does not 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 the CastleBranch Entities 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, through the CastleBranch Entities, offers and provides many different products and services. The Data, Content, Recordings, Personal Information, and other information, documents, and records about You (including, without limitation, on Your Account and whether provided, uploaded, entered, compiled, or obtained by You or CastleBranch) which is maintained by one or more of the CastleBranch Entities, may be considered a consumer report and be disclosed, transmitted, shared, provided, or otherwise communicated by one or more of the CastleBranch Entities under certain circumstances (as set out in FCRA). In connection with Your use of the System You may request that CastleBranch prepare a consumer report or investigative consumer report (either by affirmatively purchasing a background check or drug test or other service or search or by entering a package code which may contain a request to prepare a background check or drug test or other service or search). In addition, Your Educational Institution(s) or Authorized End Users may request that CastleBranch prepare a consumer report or investigative consumer report on You. For purposes of the consumer report or investigative consumer report, 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 consumer report or investigative consumer report 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 the CastleBranch Entities 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 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, HIPAA, OSHA, 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, HIPAA, OSHA, 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, HIPAA, OSHA, 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.

CALIFORNIA CONSUMER DISCLOSURE:

Under California Civil Code Section 1789.3, Users who are residents of California are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Service of the Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd, Suite N 112, Sacramento, CA, 95834, or by telephone at 916.445.1254.

In addition, You may contact

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

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 CastleBranch Sites 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.

OPT-OUT INSTRUCTIONS FOR TEXT MESSAGES AND AUTOMATED PHONE CALLS:

If you are an individual user, you acknowledge that by providing your telephone number(s) to CastleBranch, you are providing CastleBranch with your express written consent to receive promotional, marketing, and/or informational text messages and/or phone calls from us and/or Customers. You acknowledge that you may incur a charge for these messages and calls by your telephone carrier and that CastleBranch is not responsible for these charges. Your consent to receive automated calls and texts is completely voluntary, however, opting out of receiving such communications will limit your use of the Service. You may opt-out of receiving text messages and/or phone calls at any time:

To opt-out of text messages and automated phone calls, please contact us at opt-out@castlebranch.com. Please allow up to thirty (30) days to process any opt-out request. If you opt-out of receiving text messages and/or phone calls, we reserve the right to still contact you if it relates to verifying your account, any transaction made using our Service, or if required by law. It is your sole responsibility to notify us if you no longer want to receive automated calls or text messages. You waive any rights to bring claims for unauthorized or undesired calls or text messages by failing to opt-out immediately or by failing to follow these instructions. Please allow up to thirty (30) days (or ten (10) business days where required by law) to process any opt-out request. Please note that if you opt out of automated calls or text messages, we reserve the right to make non-automated calls to you.

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.

PROTECTION FOR SURVIVORS OF HUMAN TRAFFICKING

The federal Consumer Financial Protection Bureau recently implemented new section 605C of the Fair Credit Reporting Act (FCRA). The new section 605C provides that a consumer reporting agency may not furnish a consumer report containing any adverse item of information concerning a consumer that resulted from a severe form of trafficking in persons or sex trafficking if the consumer has provided trafficking documentation to the consumer reporting agency.

If you are a survivor of human trafficking and would like to dispute an adverse item on your consumer report that resulted from trafficking, please click [here](#) or email us at traffickingdisputes@castlebranch.com, or call toll-free at 1-866-217-7215.

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, AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTY OF ANY KIND. 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.

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, including, but not limited to 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 Entities 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. The CastleBranch Entities 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 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 waive 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; (iii) 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.

CLASS ACTION AND JURY TRIAL WAIVER:

CLASS ACTION AND JURY TRIAL WAIVER. YOU AND CASTLEBRANCH AGREE THAT ANY AND ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CASTLEBRANCH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS

ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING.

Print Full Name of Student/Applicant: _____

Signature of Parent/ Legal Guardian: _____

Print Full Name of Parent/Guardian: _____

Date: _____

Email of Parent/Guardian: _____

Telephone # of Parent/Guardian: _____

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