

These terms and conditions create a contract between you and NC3 (the “Agreement”). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click “Agree.”

A. INTRODUCTION TO OUR SERVICES

This Agreement governs your use of NC3’s online certification services via NC3Certs.com (“Services”) through which instructors and students can issue and earn NC3’s industry validated professional certifications. In issuing and earning NC3 certifications, instructors and students will have access to various curriculum items including instructional PowerPoints, student guides, lab exercises, and exams, etc. (collectively, “Content”). Content may be owned by NC3 and/or its industry partners. To use our Services, instructors will need to utilize required lab equipment and to have successfully completed NC3 instructor training. Students will need to have been issued certification training by an actively certified NC3 instructor at a facility utilizing the required certification lab equipment.

B. USING OUR SERVICES

NC3 ID

Using our Services and accessing our Content will require an NC3 ID which consists of a unique, valid email address. Your NC3 ID is valuable, and you are responsible for maintaining its confidentiality and security. A user may update their NC3 ID anytime. NC3 is not responsible for any losses arising from the unauthorized use of your NC3 ID. Please contact NC3 if you suspect that your NC3 ID has been compromised.

NC3 CERTIFIED INSTRUCTOR

An instructor must meet the below requirements for each certification for which they will be designated:

- (i) Attend an officially sanctioned Train-The-Trainer (TTT) event for every certification (excludes “self-test” certifications, as defined by the Application Documentation)
- (ii) Successfully complete and pass the certification exam with at least an 80%
- (iii) Must be employed at an NC3 verified institution with the following on site:
 - The required certification equipment
 - Access to internet and internet capable devices
 - Lab/classroom space available to conduct the required hands on labs
 - Must agree to execute all “hands on” labs and cover all curriculum for each certification
 - Must meet the Re-certification requirement every 3 years by passing all certification exams with at least an 80%

- Must agree to not share curriculum, labs, exams, or other intellectual property with any other user. Each user must access the Application through their own account.
- Must agree to not sell, host, upload, or copy, digitally or physically any NC3 or third-party intellectual property to any other LMS, web-application or digital storage site. All materials obtained through the Application must remain on the Application.

Instructors who meet the above requirements are authorized to teach and issue certifications at their home campus to students only.

SERVICES AND CONTENT USAGE RULES

Your use of the Services and Content must follow the rules set forth in this section (“Usage Rules”). Any other use of the Services and Content is a material breach of this Agreement. NC3 may monitor your use of the Services and Content to ensure that you are following these Usage Rules.

All Services:

- NC3’s delivery of Content does not transfer any commercial or promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.
- You may not tamper with or circumvent any security technology included with the Services.
- You may access our Services only using NC3Certs.com

CERTIFICATION EXAMINATIONS:

- **Instructor Oath:** Instructors agree to administer exams in accordance with their issuing school’s proctoring requirements. In any case, instructors will take all practical means to maintain the integrity and security of the NC3 exams.
- **Student Oath:** Students agree to comply with the below Academic Dishonesty elements below as well as with the specific “Open Book” or “Closed Book” allowances for each NC3 Certification Exam. Academic Dishonesty is considered any act in which a student gains, or attempts to gain, an unfair academic advantage over other students. These acts may include, but are not limited to:
 - **Plagiarism:** Portrayal of another’s work or ideas as one’s own
 - **Cheating:** Using prohibited notes or study aids, allowing another party to do one's work/exam and turning in that work/exam as one's own, copying another student’s course work, and collaborating on course work when prohibited
 - **Fabrication:** Falsification or creation of data, research, or resources, altering a graded work without the prior consent of the course instructor

- **Lying:** Deliberate falsification with the intent to deceive in written or verbal form as applied to an academic submission
- **Bribery:** Providing, offering, or taking rewards in exchange for a grade, or, an assignment, or in the aid of Academic Dishonesty
- **Threat:** An attempt to intimidate a student, staff, or faculty member for the purpose of receiving an unearned grade or in an effort to prevent the reporting of an Honor Code violation, or in connection with any other form of Academic Dishonesty
- **Unauthorized Access:** Gaining unauthorized access to protected academic information including, but not limited to: NC3 exam database, a faculty member's computer, files, and/or office; or secure information on an online server
- **Clicker Fraud:** Using, or having someone else use, clicker technology fraudulently in an effort to receive academic credit.
- **Resubmission:** Submitting the same or similar work for credit more than once without permission from all course instructors involved
- **Aiding Academic Dishonesty:** Intentionally facilitating any act which may help a student to gain an unfair academic advantage including, but not limited to, any of the aforementioned acts.

INSTRUCTOR AND ADMINISTRATOR PRIVACY OATH

Instructors and other administrative users of the NC3 certification portal hereby agree to adhere to NC3's own policies for protecting user privacy as denoted in the Privacy Notice section below. Instructors and administrators will not provide access to NC3 certification system to anyone under the age of thirteen without parental or guardian support.

CERTIFICATION SUPPORT FILES

- Instructor uploading of Certification Support Files is provided for use by NC3 Certified Instructors to upload, when required, student materials such as labs, certificates or images of completed projects. To use this feature Instructors must agree to the following:
- Must agree to only upload files required by a certification's requirements. Files are limited to 10mb total per user and only the following file types: jpg jpeg gif png pdf doc docx
- Must agree not to use the user repository for file sharing, distribution, storage or uses not in keeping with the above use case.
- Must not upload illegal, pornographic, exploitative, or violent material. This includes all material that could be reasonably deemed unsafe, offensive or inappropriate for use in Title 9 compliant institutions.

- Must not upload any file that contains malicious or harmful code, scripts or software.
- Must to agree to only upload files which the both the Instructor and Student have permissions under copyrights.

PRIVACY NOTICE

This Privacy Notice and Policy (hereinafter, “Privacy Notice”) explains the policy on, and procedures related to, the collection, use, and disclosure of personal information that is provided via the NC3 certification portal, or other professional seminars, training, or educational classes operated by the NC3. By providing your personal information to NC3, you hereby acknowledge, understand, and agree that we may collect, process, amend, disclose, retain, or otherwise use your personal information in accordance with this Privacy Notice.

Scope

For purposes of this Privacy Notice, the term “personal information” means any information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual. This Privacy Notice applies to current and former users and other individuals who have registered or otherwise provided information to the NC3, regardless of whether they have attended any education, learning, or training events.

Collection of Personal Information

NC3 collects a broad range of personal information from its users, user applicants, and other individuals, including (but not limited to) the following:

- Full Name
- Residential or Mailing Address (street, city, state/province, postal code, country)
- Telephone Number
- Email Address
- Employer Name (full organization name)
- Job Title
- Online Registrations Information (e.g., user names and passwords)
- User Records (e.g., grades, attendance, awards)

Use of Personal Information

NC3 uses personal information for a variety of purposes related to the administration, functionality, and marketing of our educational programs and resources, as well as other legitimate business activities. For example, we may use personal information to generate User Records related to a user’s participation in NC3 certifications; assist us in creating, improving, or providing education content; conduct statistical analyses on educational performance; provide you with information about new products, services, and newsletters; allow users to purchase and download products, as well as obtain

access to our educational programs and resources; provide users with technical support; disseminate transaction-related communications (e.g., welcome letters, and product/service order confirmations); and, send surveys or marketing communications to inform users of new products, services, or other information that may be of interest. In some circumstances, such as for marketing or promotional services, you may be provided with additional information on how you can elect to receive (or opt-out from receiving) such information.

Disclosure of Personal Information

NC3 retains personal information in a confidential manner and does not disclose, sell, or rent personal information to any other party, including parents and guardians, except as described in this Privacy Notice. We may disclose personal information in the following circumstances:

- To any individual or entity, when such disclosure is based upon your written consent.
- To administrators and instructors, including teachers and teaching assistants, or other employees at the NC3 Certification Schools or NC3.
- To federal, state, or local government officers, as prescribed by law, regulation, order, or administrative or judicial process.
- To accrediting agencies for accreditation or other administrative functions.
- In response to a judicial order or lawfully issued subpoena.
- To security officers or to federal, state, or local law enforcement agencies.
- To the appropriate person in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of the user, or other persons.
- To federal or state-funded educational agencies and institutions that request records when a user seeks to enroll, or is already enrolled in such agencies or institutions.
- To third party service providers who perform services or functions on our behalf (e.g., payment processors, website administrators, data storage services, and marketing service providers). We seek to ensure that any such service provider is contractually obligated to retain personal information in a confidential manner, and to use such personal information only in accordance with the direction provided by NC3.
- To third parties who assist, support, or who are otherwise involved in an event, activity, or a program in which the NC3 participates, facilitates, sponsors, or hosts.
- To third parties in connection with a corporate re-organization, merger or amalgamation, or the sale of all, or substantially all, of NC3's assets, provided that, where appropriate, any party the information is disclosed to is bound by agreements or obligations, and required to use or disclose personal information

in a manner consistent with the use and disclosure provisions of this Privacy Notice.

Retention Policy

It is the responsibility of NC3 to maintain User Records and the personal information therein, and we plan to retain such records and information indefinitely.

User Record Access Procedures

Users may access their records by submitting a request to support@nc3.net. Users may request that their records be sent to a third party by submitting it to support@nc3.net. You may request a free digital copy of your User Record at support@nc3.net. To protect your confidentiality, we cannot accept requests made over the phone.

Data Security

NC3 adheres to standard industry practices to safeguard and protect the confidentiality, security, and integrity of your personal information. For example, our employees are bound by internal confidentiality policies and are subject to disciplinary action for any policy violations. We also work to ensure that our third party service providers are bound to maintain the privacy of any personal information disclosed to, or accessed by, them.

California Privacy Rights

Pursuant to California's "Shine the Light" law, California residents who provide personal information, as defined in the law, to obtain products or services for personal, familial, or household use are entitled to request and obtain from us, once a calendar year, information about the personal information we shared, if any, with other businesses for marketing uses. NC3 does not, at any time, share your personal information with a third party we know, or have reason to believe, uses the personal information to undertake independent direct marketing. We only disclose personal information in accordance with the criteria and circumstances described above.

Children's Privacy

NC3 and its online services are not directed to anyone under the age of thirteen without parental or guardian consent. If we learn that we have collected or received personal information from a child under thirteen, without parental consent, or a lawful basis, we will delete that user immediately upon notice.

Updates

NC3 may update this Privacy Notice from time to time, at which time you will be requested to approve the revised Privacy Notice for ongoing system usage.

MAINTENANCE AND SUPPORT

NC3 is responsible for providing maintenance and support for NC3 Services and Content only, or as required under applicable law. Providers are responsible for providing maintenance and support for Third Party Services and Content.

UPDATES

NC3 may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates "). Updates may also modify or delete in their entirety certain features and functionality. You agree that NC3 has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

LICENSED APPLICATION END USER LICENSE AGREEMENT

Subject to the terms of this Agreement NC3 grants you a limited, nonexclusive and nontransferable license to use the Application on computers or devices owned or otherwise controlled by you ("your Devices") strictly in accordance with the Application's Terms and Conditions.

a. Scope of License: The terms of this Standard EULA will govern any content, materials, or services accessible from Licensed Application as well as upgrades provided by Licensor that replace or supplement the original Licensed Application, unless such upgrade is accompanied by a Custom EULA. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your NC3 Device to a third party, you must remove the Licensed Application from the NC3 Device before doing so. You may not copy (except as permitted by this license and the Usage Rules), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).

b. Collection and Use of Information: You acknowledge that when you use the Application, NC3 may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and about your use of the Application. You also may be required to provide certain information about yourself as a condition to using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

If you provide us with information relating to personal contact information (the "Data") of third parties including other Licensees (e.g. email, mail, telephone, mailing address), such information shall be provided by you free of any charge or fee. You warrant that:

- (i) you make no claim of copyright or other intellectual property rights in the Data;
- (ii) you have all necessary rights to provide the Data to us and warrant that the Data was not collected, generated, compiled, obtained and/or being supplied to

us in any manner that would subject us to legal or regulatory liability for the use as contemplated herein;

- (iii) none of the individuals included in the Data have “opted out” of receiving future messages from you;
- (iv) your providing the Data to us does not infringe any rights of any third party;
- (v) there are no material suits, claims, charges or proceedings currently pending or threatened against you relating to the Data;

NC3 has implemented measures to protect customer data against improper access, disclosure, or, loss. The security measures and processes that are in effect include but are not limited to:

- (i) Encryption of all data in transit,
- (ii) Login transactions are encrypted with HTTPS (TLS) and passwords are stored hashed using industry best practices
- (iii) NC3 expressly commits to restrict access to customer data to only those individuals who require such access to perform their job function.

c. External Services. The Licensed Application may enable access to Licensor’s and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard EULA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

d. Termination. This Standard EULA is effective until terminated by you or Licensor. Your rights under this Standard EULA will terminate automatically if you fail to comply with any of its terms.

e. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S.

Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

f. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

g. Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and NC3 shall be governed by the laws of the State of Wisconsin, excluding its conflicts of law provisions. You and NC3 agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

MISCELLANEOUS TERMS APPLICABLE TO ALL SERVICES CONTRACT CHANGES

NC3 reserves the right at any time to modify this Agreement and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Services will be deemed acceptance thereof.

INTELLECTUAL PROPERTY

You agree that the Services, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by NC3 and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Services for the intended uses in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Services or Content in any manner, and you shall not exploit the Services in any manner not expressly authorized.

The NC3 name, the NC3 logo, and other NC3 trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of NC3 in the U.S. and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks.

COPYRIGHT NOTICE

If you believe that any Content available through the Services infringe a copyright claimed by you, please contact NC3 at the following location: support@nc3.net

TERMINATION AND SUSPENSION OF SERVICES

If you fail, or NC3 suspects that you have failed, to comply with any of the provisions of this Agreement, NC3 may, without notice to you: (i) terminate this Agreement and/or your NC3 ID; and/or (ii) preclude your access to the Services.

NC3 further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and NC3 will not be liable to you or to any third party should it exercise such rights.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

NC3 DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME NC3 MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY NC3) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. IN NO CASE SHALL NC3, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, NC3'S LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW.

NC3 SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE NC3 FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

NC3 DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE NC3 FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES.

NC3 IS NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES.

WAIVER AND INDEMNITY

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD NC3, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICES, OR ANY ACTION TAKEN BY NC3 AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A

VIOLATION OF THIS AGREEMENT HAS OCCURRED. YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM NC3, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF NC3'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

STATUTORY EXCEPTIONS FOR PUBLIC INSTITUTIONS

If you are a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the indemnification section, is invalid or unenforceable against you because of applicable local, national, state or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.

GOVERNING LAW

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and NC3, and all Transactions on the Services shall be governed by the laws of the State of Wisconsin, excluding its conflicts of law provisions. You and NC3 agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Kenosha, Wisconsin, to resolve any dispute or claim arising from this Agreement.

OTHER PROVISIONS

This Agreement constitutes the entire agreement between you and NC3 and governs your use of the Services, superseding any prior agreements with respect to the same subject matter between you and NC3. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, third-party software, or additional services. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. NC3's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. NC3 will not be responsible for failures to fulfill any obligations due to causes beyond its control.

You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services. Your use of the Services may also be subject to other laws. Risk of loss for all electronically delivered Transactions pass to the

acquirer upon electronic transmission to the recipient. No NC3 employee or agent has the authority to vary this Agreement.

NC3 may notify you with respect to the Services by sending an email message to your email address or a letter via postal mail to your mailing address, or by a posting on the Services. Notices shall become effective immediately. NC3 may also contact you by email or push notification to send you additional information about the Services.

You hereby grant NC3 the right to take steps NC3 believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that NC3 has the right, without liability to you, to disclose any data and/or information to law enforcement authorities, government officials, and/or a third party, as NC3 believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to NC3's right to cooperate with any legal process relating to your use of the Services and/or Content, and/or a third-party claim that your use of the Services and/or Content is unlawful and/or infringes such third party's rights).

Children under the age of majority should review this Agreement with their parent or guardian to ensure that the child and parent or legal guardian understands it.

BY CLICKING "AGREE" YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION

Last Updated: November 8, 201