

CROFT MASTER PLATFORM AGREEMENT

Last Revised: August 24, 2026

This Croft Master Platform Agreement (“Agreement”) is entered into between the person or entity identified in the applicable Order Form, or, if an Authorized User, the person who clicks “ACCEPT” button prior to initial Croft Platform Services login, (“you”, “your” or “Customer”), and Croft Technology, Inc., a Delaware corporation (“us”, “we”, “our” or “Croft”) and governs Customer’s acquisition and use of the Croft Platform Services. This Agreement includes: (1) the Platform Services Agreement (the “PSA”) that governs our provision of the Platform Services to you and is entered into by and between Croft and Customer; (2) the End-User License Agreement (the “EULA”) that governs Customer’s Authorized Users’ (as such term is defined in the PSA) individual access and use of the Platform and applies and is entered into by and between Croft and each Authorized User; and (3) the Croft Privacy Policy that describes how we collect, use and store your information.

Customer accepts this Agreement by: (a) clicking a box to execute an Order Form through our online sign-up process, or (b) directly executing an Order Form that references this Agreement, (c) clicking the “ACCEPT” button upon initially logging into the Croft Platform Services, (d) clicking the “BUY NOW” button in the Croft Platform, or (e) using the Platform Services. If you are accepting this Agreement on behalf of a company or other legal entity, then you represent and warrant that you have the authority to bind such entity and its affiliates to this Agreement.

We may periodically update this Agreement, and, when updated, a revised copy will be posted on the Croft website. If the updates are material, then we may also directly notify you of the same. Your continued use of the Platform after any such update shall constitute your assent to and acceptance of the updated Agreement in its entirety, and the revised Agreement shall govern your use of the Platform thereafter.

This Agreement is effective between Croft and Customer as of the date of Customer’s acceptance of this Agreement (“Effective Date”).

BY CLICKING ON THE “ACCEPT” OR “BUY NOW” BUTTON IN THE CROFT PLATFORM, YOU INDICATE YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PLATFORM SERVICES AGREEMENT

This Platform Services Agreement (“PSA”) governs the provision of Platform Services by Croft to Customer. Croft and Customer hereby agree as follows:

1. Provision of Services.

- a. By accepting this Agreement, Croft grants to Customer a limited, non-exclusive, terminable, non-transferable right to access and use the software-as-a-service platform (the “Platform Services”) solely for the internal business purposes of Customer, subject at all times to this Agreement, including the scope of use and any individual modules or services which may be set out in one or more applicable order forms or service order documents (“Order Form”).
- b. The Platform Services are provided by Croft and made available to Customer by Croft setting up one or more accounts to access the Platform Services (each, an “Account”). Upon accepting this Agreement, Croft will set up an administrative Account for Customer to enable Customer to set up additional Accounts directly within the Platform Services.
- c. Customer is responsible for providing access to the Platform Services to its employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Platform Services for the benefit of Customer pursuant to this Agreement and (b) for whom access to the Platform Services has been purchased hereunder (“Authorized Users”). Each Authorized User shall, as a condition to use of the Platform Services, assent and agree to the EULA by accepting the EULA upon initial log-in. AUTHORIZED USERS SHALL BE RESPONSIBLE FOR ALL OF ITS ACTIVITIES OCCURRING UPON OR THROUGH ANY ACCOUNTS, INCLUDING UNAUTHORIZED ACTIVITIES AND AUTHORIZED USERS’ USE AND PROCESSING OF ANY PERSONAL INFORMATION, AND AN AUTHORIZED USER SHALL BE RESPONSIBLE FOR ANY BREACH OF THIS AGREEMENT BY SUCH AUTHORIZED USERS.
- d. Customer may authorize third parties to assist Customer in the use of the Platform Services, provided that: (a) such activities are within the scope of the activities Customer is itself authorized to perform under this PSA, and (b) such third party’s acts are primarily for the direct or indirect benefit of Customer. Subscriber is prohibited from using the

Platform Services as an application software provider, or in any timesharing, service bureau, or other commercial arrangement of any kind that makes the Platform Services available to third parties primarily for the third party's own uses. Except as expressly provided in this Agreement, no third party has any rights under this Agreement. Customer is liable for any use of the Platform Services by third parties using Customer's Account.

- e. Customer shall not use the Platform Services beyond the scope of the rights granted in this Agreement. Customer shall not (a) directly or indirectly alter, modify, adapt, translate, copy, distribute, reverse engineer, decompile, disassemble, or create any derivative works of the Platform Services, (b) rent, lease, lend, sell, license, sublicense, publish, adapt, or otherwise make available the Platform Services to any third parties, (c) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in the Platform Services, (d) use the Platform Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (e) access the Platform Services in order to build (or permit any third party to build) a similar service or competitive product or service. Customer shall be responsible for obtaining and purchasing all equipment, Internet access services, modifying its network, and doing all other things necessary in order to access and use the Platform Services. Customer shall use reasonable efforts to prevent unauthorized access to or use of the Platform Services, including any personal information, and shall promptly notify us in the event of any unauthorized access or use. Customer shall comply, and shall ensure that Customer's Authorized Users comply, with all applicable local, state, federal, and foreign laws, treaties, and regulations applicable to Customer's use of the Platform Services, including without limitation those related to export control, privacy, electronic communications, and anti-spam legislation.

2. Intellectual Property Rights.

- a. As between Croft and Customer, Croft owns all Intellectual Property Rights (as that term is defined below) in and to the Platform Services, including all such rights in any software and documentation provided as part of or in connection therewith. Customer shall preserve intact all applicable Croft copyright, patent and/or trademark notices presented in connection with the Platform Services. Croft reserves all Intellectual Property Rights that are not expressly granted to Customer under this Agreement, and Customer will not assert any implied rights in or to any of Croft's Intellectual Property Rights. All Intellectual Property Rights to improvements and enhancements to the Platform Services shall vest in Croft. If Customer has been involved in the development process by contributing in any manner, including but not limited to, input, ideas or feedback on any improvement and/or enhancement, any right Customer may have due to such involvement is hereby irrevocably transferred to Croft.
- b. As used herein, "Intellectual Property Rights" means all inventions, patents, copyrights, trade secrets, trade names, know-how, intellectual property, software, shop rights, moral rights, licenses, developments, research data, designs, processes, formulas, and other intangible proprietary or property rights, whether or not patentable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, and extensions, divisions, and reissues of, any of the foregoing, and rights therein, and whether arising by statute or common law.

3. Customer Content.

- a. Customer acknowledges that its use of the Platform Services may require the processing and transmission of documents, content, data and/or other materials created by Customer, or submitted by or on behalf of Customer and Authorized Users (collectively, "Customer Content"). As between Croft and Customer, Customer owns all Intellectual Property Rights in and to the Customer Content.
- b. Customer grants Croft and its subcontractors a worldwide right and license to access, use, host, reproduce, modify, distribute, display, create derivative works from and disclose Customer Content in order to provide the Platform Services. Croft and its licensors also have the right to retain and use Customer Content, including in combination with other information in one or more data sets, in a manner that does not reveal the identity or the source of such information, and Croft and its licensors will be free (during and after the Term of this Agreement) to use such Customer Content for purposes of product or service development and improvement, for analytical purposes, and to make general public statements regarding industry trends and/or the efficacy of Croft's products and services. Customer shall at all times be responsible to ensure that the Customer Content remains in compliance with applicable law, and shall ensure that industry standard cyber security measures are in place to keep the Customer Content free from malicious code, viruses, Trojan horses and other software or code that could cause damages to the Platform Services. Customer acknowledges that Customer Content and information regarding its accounts will be processed by us and stored and processed using online hosting services selected by us.
- c. Croft will process Customer Content in accordance with this Agreement and Customer's written instructions. Croft will have in place and will maintain during the Term, technical and organizational measures designed to protect

against accidental or unauthorized destruction, loss, alteration or disclosure of Customer Content. Notwithstanding the generality of the foregoing, Customer acknowledges that no such measures are entirely secure and that Croft does not make any warranties as to the security of the Platform Services or with respect to Customer Content. In no event shall Croft be responsible for any electronic communications and/or Customer Content which are delayed, lost, altered or intercepted during transmission by means of third party networks (other than third parties providing computing or storage services under the Agreement on our behalf).

4. Fees and Invoicing.

- a. Customer agrees to pay the Fee(s) in the amounts and on the schedule set forth on any applicable Order Form(s), whether such Order Form(s) has been executed directly with Croft or via a Croft-authorized reseller, or if pursuant to a "Buy Now" purchase within the Croft Platform, Customer agrees to pay the Fees listed therein for such purchase. Unless otherwise set forth on an applicable Order Form, all subscription Fees for any Platform Services shall be invoiced monthly.
- b. All Fees are due fifteen (15) days from the date of invoice, unless charged automatically under Section 4(f), and payments more than thirty (30) days overdue are subject to interest at Croft's discretion of 1.5% per month or the highest rate permitted by law, whichever is less, calculated daily and compounded monthly. In addition to the Fees set forth on the Order Form(s), Customer shall reimburse Croft for all reasonable travel and out-of-pocket expenses incurred by Croft in connection with the performance of the Platform Services.
- c. If Customer requires specific purchase order information on the invoice ("Order Information") from Croft, it is the Customer's responsibility to provide all Order Information to Croft. Such Order Information shall be delivered to Croft at (i) the start date of the first payment period, or (ii) at the latest ten (10) days prior to the start of the payment period for the following invoices. Customer acknowledges that delays in providing the Order Information will reduce the payment term accordingly.
- d. The Fee does not include any excise, sales, use, value added or other taxes, tariffs or duties ("Taxes") that may be applicable to the Platform Services. When Croft has the legal obligation to collect such Taxes the amounts due will be invoiced to Customer and Customer will pay such amount unless Customer provides Croft with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer shall otherwise be responsible for all Taxes imposed by any federal, state, or local governmental entity on any amounts payable hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Croft's net income.
- e. No refunds or credits will be made if Customer does not use part of the Platform Services or wishes to stop using a part of the Platform Services during the Term.
- f. Payment Methods. Customer may elect to pay Fees by credit card or ACH debit through a third-party payment processor engaged by Croft. Payment credentials entered by Customer are collected, stored, and processed by such payment processor under its own terms of service and privacy policy, and Croft does not store full payment card or bank account numbers. Notwithstanding Section 4(b), by saving a payment method, Customer authorizes Croft, through its payment processor, to automatically charge that payment method on each applicable invoice or billing date for all Fees, Taxes, and other amounts due under each Order Form or Buy Now purchase, including each renewal term, until cancelled in accordance with Section 7. Customer's acceptance of this authorization, including the date, time, and method of acceptance (clicking "ACCEPT" or "BUY NOW," or saving a payment method), is recorded and retained by Croft and its payment processor and constitutes Customer's electronic signature and authorization for such charges.

5. Support and Service Levels.

- a. Croft will use commercially reasonable efforts to make the Platform Services available 24 x 7, excluding service interruptions for scheduled maintenance, or a general internet outage.
- b. Croft will provide Customer access to standard support services, via phone and/or email, as may be further set forth in an applicable Order Form or such other order equivalent associated with a "Buy Now" purchase as may be provided by Croft.
- c. If Customer has acquired the Platform Services via any Croft reseller, then first line support will be provided by the Croft reseller. Should the reseller require any assistance, Croft will provide such assistance as necessary.
- d. In any event, Croft is responsible for managing service interruptions that are within its control. Customer will notify of a service interruption and upon notification, Croft will use commercially reasonable efforts to resolve the service

interruption within the target turnaround time indicated for its priority level, as set forth below. During any resolution period, Croft will endeavor to provide reasonable periodic status reports regarding service interruption resolution.

A service interruption will be categorized and responded to accordingly:

Priority	Description	Target Response Time
High	Used for service interruptions, within our control, where Customer's production use of the Platform Services is severely impaired or degraded preventing major functions from being performed. Target resolution time on such service interruption resolution is one (1) business day.	4 hours or less
Medium	Used for service interruptions, within our control, where Customer's production use of an important (but not critical or essential) function of the Platform Services is disabled or impaired. Target resolution time on such service interruption resolution is three (3) business days.	8 hours or less
Low	Used for all other service interruptions, within our control. Indicates that the service interruption causes minor adverse impact to Customer's use of the Platform Services. Target resolution time on such service interruption resolution is reasonably determined in accordance with the nature of the service interruption.	24 hours or less

6. Confidentiality.

From time to time during the Term, either party (as "Disclosing Party") may disclose or make available to the other party (as "Receiving Party"), non-public, proprietary, and confidential information (whether written, oral, or electronic) of Disclosing Party that may or may not be identified as "confidential," ("Confidential Information"). Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession on a non-confidential basis prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to Receiving Party's personnel or agents who need to know the Confidential Information to assist Receiving Party in performing its obligations under this Agreement, and who are bound by confidentiality obligations consistent with this Section as to such Confidential Information. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements reasonably in advance of any such compelled disclosure, so as to afford Disclosing Party the opportunity to seek, at its sole cost and expense, a protective order or other remedy.

7. Term and Termination.

- a. This PSA shall commence as of the Effective Date and shall continue for as long as any applicable Order Forms, or such other order equivalents associated with a "Buy Now" purchase, are then in effect (the "Term"). The term of each Order Form or order equivalent associated with a "Buy Now" purchase will be stated in the applicable Order Form or order equivalent; provided, however, that this PSA shall remain in effect for a period of not less than one (1) year from the Effective Date unless earlier terminated as provided herein below. All Order Forms, and order equivalents associated with a "Buy Now" purchase, will automatically renew at the then existing pricing and for an equivalent renewal term unless either party provides to the other party written notice no later than thirty (30) days prior to the then-current scheduled expiration of the then-current Term of that party's intention that this Agreement not be renewed or that it be renewed on different terms.
- b. Either party may terminate this Agreement if the other party is in material breach of its undertakings under this PSA and the other party fails to remedy such breach within a period of thirty (30) days from receipt of written notice requiring such remedy, except that in the event of unlawful conduct, fraud, or material misrepresentation by either party, the other party will be entitled to terminate this PSA immediately. Either party may terminate this PSA immediately by providing written notice to the other party if the other party becomes insolvent, if a petition in

voluntary or involuntary bankruptcy is filed by or against the other party under any chapter of the United States bankruptcy laws and not bonded or discharged within thirty (30) days of the date a receiver or trustee is appointed or if the other party makes an assignment for the benefit of creditors.

- c. Notwithstanding anything to the contrary in this section, Croft may terminate this PSA before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for ten (10) days after our notice to you of nonpayment.
- d. Upon termination or expiration of this Agreement, all rights granted Customer to access and use the Platform Services will likewise terminate. Each party shall also: promptly return to the other party, or certify the destruction of (a) all Confidential Information; and, (b) any other data, programs, and materials delivered by a party for purposes of performing this PSA. Any term or provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.

8. Suspension.

In addition to any other rights or remedies available hereunder, Croft may suspend the Platform Services for as long as Customer is in material breach of any provision of this PSA (including nonpayment of the subscription Fees) and such breach has not been cured within 14 days' written notice to Customer. Prior notice of suspension will not be required if Croft determines, in its reasonable discretion, that suspension is necessary to protect Croft or its other subscribers from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In the event of suspension due to Customer's breach, Customer will remain liable for portions of the subscription Fees that would have been paid had the Platform Services not been suspended.

9. Warranties and Disclaimer.

- a. Each party represents and warrants to the other party that it is a business organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets.
- b. Croft warrants that it will provide the Platform Services with commercially reasonable care and skill and that the Platform Services will comply with any relevant documentation pertaining to the same which is published by Croft.
- c. **To the maximum extent permitted by applicable law and except as expressly provided herein above, the Platform Services are provided "as is" and "as available", with all faults and without warranty of any kind. Except as expressly provided herein above, Croft makes no warranties or representations to Customer with respect to the Platform Services or otherwise in connection with this Agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, non-infringement, and/or fitness for a particular purpose, are expressly excluded and disclaimed.**

10. Indemnification.

- a. Croft will defend Customer from and against any and all third party claims and will pay any costs, losses or damages that may be finally awarded against Customer (including reasonable attorneys' fees) to the extent arising out of any claimed infringement or misappropriation by the Platform Services of any third party Intellectual Property Rights; provided that (i) Customer notifies Croft in writing within thirty (30) calendar days of its receipt of written notice of the claim, (ii) Croft has sole control of the defense and settlement of the claim, and (iii) Customer provides Croft with all reasonable assistance, information, and authority necessary to perform Croft's obligations under this paragraph.
- b. Notwithstanding the foregoing, Croft will have no liability for any claim of infringement or misappropriation: (i) that is based on the combination, operation, or use of the Platform Services with materials (e.g., software, hardware or content) or services not furnished by Croft; or (ii) that is based on any modification of the Platform Services by Customer, by any third party, or by Croft at Customer's direction. In the event the Platform Services is held or is believed by Croft to infringe or misappropriate any Intellectual Property right of a third party, Croft will have the option, at its expense, to (w) replace the Platform Services with a non-infringing equivalent, (x) modify the Platform Services to be non-infringing, (y) obtain for Customer a license to continue using the Platform Services, or (z) refund the fees paid by Customer for the infringing portion of the Platform Services during the three (3) month period immediately preceding the refund and if 3 months has not yet lapsed, an amount equivalent of 3 months fees as of the date of the refund, and require that Customer discontinue its use. The foregoing remedies constitute Customer's sole and exclusive remedies and Croft's entire liability with respect to infringement of Intellectual Property Rights.

- c. Customer will defend and indemnify Croft and its directors, officers, employees, and agents, from and against any and all claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer Content; (ii) Customer's breach of this Agreement or breach of this Agreement by Customer's Authorized Users, employees or agents; (iii) Customer's gross negligence, willful misconduct, violations of law, or fraud or by its Authorized Users, employees, or agents; or (iv) any dispute or other proceeding (including, without limitation, response to any third-party subpoena, but excluding any dispute between Customer and Croft) in which we become involved (even if only as a non-party or third-party participant) as a result of Customer's use of the Platform Services, including reimbursement of our time and expense (including reasonable external and internal legal costs) incurred to respond to any request or participate in any proceedings. In (iv) above, Customer agrees to pay us the hourly rates of our professionals for time spent preparing for and participating in responding to and participating in subpoenas, depositions, other discovery, litigation, hearings and dispute resolution proceedings in whatever form they may take.

11. Limitation of Liability.

Croft (defined for purposes of this Section as Croft's parent, affiliates, subsidiaries and their respective officers, directors and employees) shall not be liable to Customer or any third party for any indirect, incidental, special, consequential, punitive, or exemplary damages arising out of or related to this PSA under any legal theory, including but not limited to lost profits, business interruption or infringement, or cost of substitute software, whether incurred by Customer internally or in connection with any third party. Except with respect to intellectual property indemnification obligation under this PSA, Croft's aggregate liability to Customer shall not exceed the amount of the subscription Fees paid by Customer for use of the Platform Services under this Agreement during the six (6) month period immediately preceding the claim giving rise to such liability. The limitation provisions of this Section shall be applicable to any claim filed by Customer arising out of or relating to any separately licensed software that may be used with the Platform Services. Customer must, in order to preserve its right to compensation, give notice of any claim within three (3) months from when Customer became aware of the basis for the claim.

12. General Provisions.

- a. Governing Law; Venue. This PSA and all matters arising out of or relating hereto, is governed, construed and enforced in accordance with the laws of the State of Indiana, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this PSA shall be in the federal and state courts located in Marion County, Indiana, and each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this PSA. The parties have required that this Agreement and all documents related to this Agreement be drawn up in English. As to any ambiguities resulting from translation from English to any other language, provisions in the English language shall be controlling in all respects.
- b. Export Laws. Without limiting any obligations otherwise set forth in this PSA, each party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Platform Services.
- c. Force Majeure. Neither party will be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. In the event any failure to perform because of a force majeure event remains uncured for a period of fourteen (14) days, the other party may terminate this Agreement, without liability, by providing written notice to the other party.
- d. Relationship of the Parties. The parties are independent contractors. Nothing herein will be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. Nothing in this Agreement will be deemed to constitute a joint venture or partnership between the parties.
- e. Notice. Each party shall deliver all communications in writing either in person, by certified mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses in an applicable Order Form (or to such other address that the receiving party may designate from time to time in accordance with this Section).
- f. Assignment. Customer may not assign this Agreement. Croft may assign this PSA to a successor (whether by

merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise). Croft may, without consent of Customer, transfer the right to receive payment in accordance with this PSA.

- g. Publicity. Croft may use and display Customer's name and logo on its website and in its marketing materials in connection with a list maintained by Croft designating Customer as a user of the Platform Services.
- h. Waiver; Severability. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other provision of this PSA. All waivers must be in writing, and signed by the party waiving its rights. If any court of competent jurisdiction finds any portion of any provision of this PSA to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.
- i. Order of Precedence. If there is a conflict or ambiguity between any terms of this PSA and the terms of any Order Form, the terms of this PSA shall control.
- j. Modifications. Croft may revise this PSA from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Croft. The effective date of this PSA will be reflected in the "Last Revised" entry at the top. Your continued use of the Platform Services after any such change shall constitute your consent to such change.
- k. Entire Agreement. This PSA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated herein
- l. Third-Party Optional Services; No Employment Relationship; Regulatory Compliance.
 - i. From time to time, Croft may make available to Customers, Authorized Users, or Workers (collectively, "Users") optional third-party products or services, including payroll cards or other third-party offerings ("Optional Services"). Optional Services are offered solely at the discretion of the User and are not required for access to employment, onboarding, or use of the Platform Services. Customer agrees it will not condition hiring, continued employment, or receipt of wages on any Worker's or H-2A Worker's use of Optional Services, and for payroll cards will provide at least one alternative method of wage payment that complies with applicable law.
 - ii. Nothing in this Agreement is intended to, and shall not be construed to, create any employment, joint-employer, labor contractor, recruiter, or agency relationship between Croft and any Worker or H-2A Worker, and Croft has no authority to hire, fire, discipline, supervise, or set the wages or working conditions of any Worker or H-2A Worker.
 - iii. Nothing in this Agreement authorizes any party to charge, collect, or receive any fee or cost from Workers or H-2A Workers that is prohibited under applicable H-2A or wage-and-hour laws. Customer is solely responsible for ensuring that its use of any Optional Services, and any associated fees or deductions, complies with such laws, including prohibitions on charging workers for employer business expenses, recruitment-related fees, or required tools, equipment, or supplies.
 - iv. Any compensation received by Croft from third-party providers of Optional Services is paid by such providers based on their commercial arrangements with Croft and is not intended to be passed on to Workers or H-2A Workers as a condition of employment. Croft does not design, operate, or control Optional Services, makes no representation or warranty regarding Optional Services, and shall have no liability arising from or relating to such Optional Services. Participation in Optional Services is voluntary and governed exclusively by the terms between the User and the third-party provider.

END-USER LICENSE AGREEMENT ("EULA")

NOTICE TO AUTHORIZED USERS – PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING

CLICKING “ACCEPT” INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS EULA, THEN DO NOT USE THE PLATFORM SERVICES.

This is a legal agreement between each Authorized User (as such term is defined in the PSA above) that assents to and accepts this EULA (each, a “User”) and Croft. Croft owns the software-as-a-service platform made available pursuant to this EULA including, without limitation, all associated modules, offerings, software, media, electronic documentation, and related content and functionality (collectively, the “Platform Services”). Croft provides Users the right to access and use the Platform Services pursuant to the terms of this EULA.

1. Grant of License.

Provided that User accepts this EULA and complies with all terms and conditions of this EULA, Croft hereby grants User a limited, non-exclusive, non-transferable, non-assignable, revocable license for User to access and use the Platform Services pursuant to this EULA solely for the benefit of Croft’s Customer (as such term is defined in the PSA above) that authorizes User’s use of the Platform Services.

2. Term and Termination.

- a. Term. This EULA shall remain in effect unless the EULA is earlier terminated as permitted under this EULA (the “Term”).
- b. Termination. Without prejudice to any other rights, Croft may terminate this EULA, in whole or in part immediately and without prior notice if User fails to comply with any of the terms and conditions of this EULA or if Croft’s client that made the Platform Services available to User terminates its agreement with Croft.
- c. Effect of Termination. In the event of the termination of this EULA, the license granted hereunder shall terminate and User shall immediately cease accessing and using the Platform Services. Termination of this EULA shall be without prejudice to any other right or remedy to which Croft may be entitled under this EULA or applicable law. Termination of this EULA shall not relieve User from its obligations arising hereunder before termination of this EULA or which survive termination of this EULA.

3. Description of Other Rights and Limitations.

In connection with the license to the Platform Services granted by Croft hereunder, the parties acknowledge and agree that Croft is expressly not selling to User, and User is not acquiring any right, title or interest in or to, any patents, copyrights, trade secrets, trademarks, service marks, trade names, or the company name of Croft, (collectively, “Croft Intellectual Property”) but that User will be granted only a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty free, revocable license by Croft to use the Platform Services in the form provided by Croft to its Customer and for no other purposes, and User will use such Platform Services strictly in accordance with Croft’s standards, policies and procedures as specified by Croft from time to time. User acknowledges and agrees that its user license is a named-user license and personal to User and may not be shared with any other individual or entity. User will not exceed or circumvent any limitations on User’s delegated user rights (as delegated by Croft’s Customer).

4. Restrictions on Use. **User shall not:**

- a. make the Platform Services available to, or use the Platform Services for the benefit of, anyone other than User and Croft’s Customer that authorizes User’s use of the Platform Services, except as may be expressly permitted in this EULA;
- b. market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Platform Services except as expressly permitted in this EULA;
- c. reverse engineer, decompile, or disassemble the Platform Services;
- d. interfere with or disrupt the integrity or performance of the Platform Services;
- e. copy the Platform Services or any part, feature, or function thereof;
- f. remove any copyright and other proprietary notices contained in the Platform Services;

- g. use the Platform Services in a manner which infringes or violates any of the intellectual property, privacy, proprietary, or other rights of any third party;
- h. access and use the Platform Services in any manner that is inconsistent with the terms of this EULA.

5. Additional Obligations.

- a. User shall comply in full with all applicable laws, rules and regulations in connection with its access to, and use of, the Platform Services.
- b. The Platform Services may be accessed and used only in a form and manner approved by Croft in its sole discretion, and only in accordance with the terms and conditions of this EULA.

6. **DISCLAIMER.**

USER'S ACCESS TO AND USE OF THE PLATFORM SERVICES IS PROVIDED "AS IS" AND "WITH ALL FAULTS". EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS EULA, NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PLATFORM SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the above exclusion of implied warranties, so some of the above exclusions may not apply to User.

7. **LIMITATION OF LIABILITY.**

USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THIS EULA BY CROFT OR ANY DISSATISFACTION BY USER WITH RESPECT TO THE PLATFORM SERVICES IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE PLATFORM SERVICES. IN NO EVENT SHALL CROFT HAVE ANY LIABILITY TO USER ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. Misuse by User.

Notwithstanding anything to the contrary contained in this EULA, User shall not be entitled to any remedy under this EULA or otherwise, and Croft shall have no liability whatsoever, if any defect, deficiency, error or problem with the Platform Services arises from or results from violation of this EULA by User or any employee, agent, volunteer, contractor, representative, successor or assign of User, or from accident, abuse, misapplication, abnormal or unauthorized installation, operation, access or use of the Platform Services by User or any employee, agent, contractor, representative, successor or assign of User.

9. Intellectual Property Ownership.

- a. General. The Platform Services and all Croft Intellectual Property is the intellectual property of and is owned by Croft. The structure, design, and organization of the Platform Services are the exclusive property, valuable trade secrets and confidential information of Croft and title to the Platform Services shall at all times remain with Croft. This EULA does not grant User any intellectual property rights in the Platform Services, or any component or element thereof, and all rights not expressly granted to User under this EULA are reserved to and retained by Croft. Notwithstanding anything contained in this EULA to the contrary, Croft reserves the right to make available, distribute or release the Platform Services under different license terms or to stop distributing, making available or releasing the Platform Services at any time.
- b. User Obligations. User agrees to notify Croft immediately of any pirating, infringement or imitation of the Platform Services or any Croft Intellectual Property which comes to the attention of User during the Term.

10. Indemnity.

User shall indemnify, defend and hold harmless Croft and its affiliates, employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, in connection with or related to: (i) the material breach of this EULA by User; (ii) the acts and omissions of User and its affiliates, employees, agents and representatives (individually and collectively, the "User Affiliated Parties") in connection with access to and use of the Platform Services; (iii) the violation, infringement or misappropriation by User or any User Affiliated Parties, of the intellectual property, proprietary or other rights of Croft or any third party.

11. Export Rules.

User agrees that access to and use of the Platform Services will not be provided by User or any employee or agent of User to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, by the United States government. The Platform Services will not be shipped, transferred or exported by User or any employee or agent of User into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Platform Services are identified as export controlled items under the Export Laws, User represents and warrants that User is not a citizen, or otherwise located within, an embargoed nation and that User is not otherwise prohibited under the Export Laws from receiving access to or using the Platform Services. All rights to access and use the Platform Services are granted on condition that such rights are forfeited if User fails to comply with the terms of this EULA.

12. Applicable Law.

This EULA is governed, construed and enforced in accordance with the laws of the State of Indiana, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this EULA shall be in the federal and state courts located in Marion County, Indiana. **The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this EULA.**

13. Entire Agreement.

This EULA is the entire agreement between a User and Croft relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA.

14. Force Majeure.

Croft shall not be responsible for delays or failure of performance resulting from acts beyond the reasonable control of Croft. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, Internet or telecommunications failures, earthquakes, or other disasters.

15. Compliance with License and Laws.

User shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to User under this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to the fullest extent permitted by law and the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation.

16. Waiver/Assignment.

A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. This EULA may not be assigned by User.

17. Amendments.

This EULA may be amended, modified or changed from time to time by Croft in our sole discretion. User's continued use of the Platform Services will serve as User's consent to any amendments.

PRIVACY POLICY

1. General.

- a. We know that your privacy is important to you, and we work hard to earn and keep your trust. Croft respects your privacy and is committed to protecting your privacy through our compliance with this Privacy Policy (the “Policy”).
- b. This Policy describes:
 - i. The types of information we collect from you or that you may provide when you visit the Platform Services, as well as any other websites and applications directly owned by Croft where this Policy is linked (collectively as used herein, the “Platform”).
 - ii. Our practices for collecting, using, maintaining, protecting, and disclosing that information.
- c. Users. This Policy applies to your use as a registered user of the Platform. As used herein, the following terms have the following meanings:
 - i. A “Worker” is an individual that will be working for an Employer, whether as a United States citizen or as a foreign Worker with a legal visa.
 - ii. An “H2 Worker” is an individual specified on a H2 visa application that will be working for an Employer.
 - iii. “Employer” includes farm labor contractors, growers and associations, and other employers of Workers.
 - iv. “Agents” may include, but are not limited to, H2 processing agents and law firms of an Employer.
 - v. “Other Employer Partners” may include, but are not limited to, recruiters, transportation partners, food service providers, healthcare service providers, applicable government agencies, and other third-party vendors.
- d. Applicability. This Policy applies to information we collect on the Platform or in emails and other electronic messages between you and the Platform. This Policy does not apply to information collected by us offline or through any other means, including on any other website, platform, or application operated by Croft or any third party, or information collected by any third party through any application or content (including advertising) that may link to or be accessible from the Platform (for further information, see below, “Third-party Technologies”).
- e. Acknowledgement. Please read this Policy carefully to understand our practices regarding your information and how we will treat it. If you do not agree with our policies and practices, then please do not use our Platform. By using our Platform, you agree to the terms of this Policy. This Policy may change from time to time (see below, “Changes to this Policy”). Your continued use of our Platform after we make changes is deemed to be acceptance of those changes, so please check the Policy periodically for updates.

2. What We Collect and How We Collect It.

- a. Personal Information. To ensure that we provide you with the best possible experience, we will store, use, and share personal information about you in accordance with this Policy. Personal information is information that identifies, relates to, or is reasonably capable of being associated with, directly or indirectly, a particular individual (“Personal Information”). In particular, the Platform may collect the following categories of Personal Information from the various users of the Platform:
 - i. Worker. As a Worker, you may have the opportunity to provide, or the Platform may collect, certain Personal Information. Such Personal Information includes but is not limited to:
 - 1. Personal Identifiers. A first and last name, date of birth, email address, postal address, phone number, unique personal identifier, and online identifier.
 - 2. Protected Classification Characteristics. Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

3. Sensitive Personal Information. Social Security number or National ID Number, driver's license, state identification card, visa information, account log-in, racial or ethnic origin, health and sexual orientation.
 4. Physical Characteristics. Height, weight, size, and other bodily characteristics.
 5. Professional or Employment Related Information. Current or past job history, including any information contained in a resume.
 6. Internet or Other Similar Network Activity. Browsing history, search history, information on your interaction with the Platform.
- ii. Employees, Agents, and Other Employer Partners. As an employee or contractor of an Employer, Agent or Other Employer Partner, you may have the opportunity to provide, or the Platform may collect, certain Personal Information. Such Personal Information includes but is not limited to:
1. Personal Identifiers. A first and last name, email address, postal address, phone number, unique personal identifier, and online identifier.
 2. Internet or Other Similar Network Activity. Browsing history, search history, information on your interaction with the Platform.
- b. Sources of Personal Information. We obtain the categories of Personal Information listed above from the following categories of sources:
- i. Directly from you. For example, when you:
 1. register yourself with the Platform;
 2. subscribe to one of our e-newsletters;
 3. as a Worker, Employer, Agent, or Other Employer Partner, upload information regarding a Worker or other individual;
 4. upload information regarding an H2A application or other job application; or
 5. communicate with us, such as requesting information.
 - ii. Indirectly from you. For example, through information we collect from you in the course of providing our services to you.
 - iii. Directly and indirectly from activity on our Platform. For example, from Platform usage details that are collected automatically. For more information on automatic information collection, please review the "Automated Information Collection" section below.
- c. Free-Text Boxes. The information that you provide in each case will vary. In some cases, you may be able to provide Personal Information via email or free text boxes, such as contacting the Company to request further information. When providing your Personal Information, please provide only relevant information and do not provide unnecessary sensitive information, such as Social Security or national identifier numbers, credit card information or other sensitive personal data, unless required for our services.
- d. Username and Password; Other Sources. Additionally, we may ask you to create a username and password that should only be known to you. When you provide this information to us, you are no longer anonymous. Moreover, we may receive information about you from other sources and add it to the information you have provided to us.
- e. INFORMATION OF OTHER INDIVIDUALS. YOU MAY HAVE THE OPPORTUNITY TO PROVIDE INFORMATION OF OTHER INDIVIDUALS. WHEN PROVIDING SUCH INFORMATION, YOU ARE SOLELY RESPONSIBLE FOR OBTAINING THE NECESSARY CONSENTS AND AUTHORIZATIONS FROM ANY INDIVIDUALS IN ACCORDANCE WITH APPLICABLE DATA PROTECTION LAWS AND REGULATIONS, AND THE COMPANY SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR YOUR FAILURE TO OBTAIN THE NECESSARY CONSENTS. YOUR USE OF ANY PERSONAL INFORMATION SHALL BE IN ACCORDANCE WITH AN EMPLOYER'S POLICIES AND PROCEDURES AND OTHERWISE

WITH APPLICABLE LAW.

- f. Aggregated and De-Identified Data. We also collect, use and share aggregated and de-identified data such as statistical or demographic data for any purpose. aggregated and de-Identified data could be derived from your Personal Information but is not considered Personal Information under applicable law as this data will not directly or indirectly reveal your identity. However, if we combine or connect aggregated or de-identified data with your Personal Information so that it can directly or indirectly identify you, we treat the combined data as Personal Information which will be used in accordance with this Policy.

3. Automated Information Collection.

- a. In addition to the information that you provide to us, we may also collect information about you during your visit to our Platform. We collect this information using automated tools that are detailed below. These tools may collect information about your behavior and your computer system, such as your internet address (IP Address), the pages you have viewed, and the actions you have taken while using the Platform. Some of the tools we use to automatically collect information about you may include:
 - i. session cookies, which do not stay on your device after you close your browser, and
 - ii. persistent cookies, which remain on your device until you delete them or they expire.
 - iii. We may use the following categories of cookies on our Platform.
 - 1. Strictly Necessary Cookies. These cookies are essential in order to enable you to move around the Platform and use its features. Without these cookies, services you have requested cannot be provided.
 - 2. Performance Cookies. These cookies collect anonymous information on how you use our Platform to help us understand how you arrive at our Platform, browse or use our Platform and highlight areas where we can improve, such as navigation. The data stored by these cookies never shows personal details from which your individual identity can be established.
 - 3. Functionality Cookies. These cookies remember choices you make such as the country from which you visit our Platform, your preferred language, and your search parameters. This information can then be used to provide you with an experience more appropriate to your selections and to make your visits to our Platform more tailored to your preferences. The information in these cookies may be anonymized. These cookies cannot track your browsing activity on other websites.
 - 4. Targeting Cookies or Advertising Cookies. These cookies collect information about your browsing habits in order to make advertising more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as help measure the effectiveness of an advertising campaign. The cookies are usually placed by third-party advertising networks. These cookies remember the websites you visit and that information is shared with other parties, such as advertisers.
 - iv. Of course, if you do not wish to have cookies on your devices, you may turn them off at any time by modifying your internet browser's settings. However, by disabling cookies on your device, you may be prohibited from full use of the Platform's features or lose access to some functionality.
- c. Google Analytics. The Platform sends aggregated non-Personal Information to Google Analytics for the purpose of providing us with the ability to conduct technical and statistical analysis on the Platform's performance. For more information on how Google Analytics supports the Platform and uses information sent from the Platform, please review Google's privacy policy available at <https://policies.google.com/technologies/partner-sites>.
- d. Web Beacons. A Web Beacon is an electronic image. Web Beacons can track certain things from your computer and can report activity back to a web server allowing us to understand some of your behavior. If you choose to receive emails from us, we may use Web Beacons to track your reaction to our emails. We may also use them to track if you click on the links and at what time and date you do so. Some of the third-party marketers we engage with may use

Web Beacons to track your interaction with online advertising banners on our Platform. This information is only collected in aggregate form and will not be linked to your Personal Information. Please note that any image file on a webpage can act as a Web Beacon.

- e. Embedded Web Links. Links provided in our emails and, in some cases, on third-party websites may include tracking technology embedded in the link. The tracking is accomplished through a redirection system. The redirection system allows us to understand how the link is being used by email recipients. Some of these links will enable us to identify that you have personally clicked on the link and this may be attached to the Personal Information that we hold about you. This data is used to improve our service to you and to help us understand the performance of our marketing campaigns.
- f. Collection by Third-party Websites and Services. We work with a number of service providers of marketing communications technology. These service providers may use various data collection methods to improve the performance of the marketing campaigns we are contracting them to provide. The information collected can be gathered on our Platform and also on the websites where our marketing communications are appearing. For example, we may collect data where our banner advertisements are displayed on third-party websites.

4. How We Use Your Information.

- a. The information we gather and that you provide is collected to provide you information and the services you request (such as visa application processing), in addition to various other purposes, including, but not limited to:
 - i. security, credit or fraud prevention purposes;
 - ii. providing you with effective customer service;
 - iii. providing you with a personalized experience when you use the Platform;
 - iv. contacting you with special offers and other information we believe will be of interest to you (in accordance with any privacy preferences you have expressed to us);
 - v. contacting you with information and notices related to your use of the Platform;
 - vi. inviting you to participate in surveys and providing feedback to us (in accordance with any privacy preferences you have expressed to us);
 - vii. better understanding your needs and interests;
 - viii. improving the content, functionality and usability of the Platform;
 - ix. improving our products and services;
 - x. improving our marketing and promotional efforts; and
 - xi. any other purpose identified in an applicable privacy notice, click-through agreement or other agreement between you and us.
- b. Duration. The length of time Company intends to retain Personal Information, including sensitive information, is for as long as reasonably necessary to carry out Company's intended business purpose for such information.

5. How We Disclose Your Information.

- a. We do not sell or lease your Personal Information to any third party. We may disclose your Personal Information for a business purpose to the following categories of third parties:
 - i. Our Subsidiaries and Affiliates. We may share the information collected through the Platform with our subsidiaries and affiliates in order to provide our products, services and effective customer support.
 - ii. Employers, Agents, and Other Employer Partners. We may disclose your Worker Personal Information with your Employer or potential Employer. The Employer may also provide certain Agents and Other Employer Partners with access to your Worker Personal Information. An Employer's, Agent's, or other Employer Partner's actions are solely based on the Employer's own policies and procedures, so please read

those carefully and direct questions to the applicable Employer.

- iii. Third-party Service Providers. We share Personal Information collected through the Platform with third-party Service Providers who act for or on behalf of the Company. These third parties may need information about you to perform their functions. "Service Providers" may include suppliers, companies and consultants that provide website hosting, software development, website and data analytics, advertising and marketing, order fulfillment, information technology, and related infrastructure support, customer service, email delivery, payment processing (including the collection and storage of payment card and bank account information on our behalf), and auditing.
 - iv. Compliance Filings. In addition to the "Legal Reasons" listed below, we may disclose your Worker Personal Information with certain United States and international government agencies, such as the Department of Labor, for required filings and compliance purposes.
- b. Except as described in this Policy, we will not share your information with third parties without your notice and consent, unless it is under one of the following circumstances:
- i. Legal Reasons.
 - 1. We believe that disclosure is reasonably necessary to comply with any applicable law, regulation, subpoena, or court order;
 - 2. To respond to duly authorized information requests from law enforcement or other governmental authorities;
 - 3. To enforce our agreements and/or policies (including, for avoidance of doubt, this Agreement);
 - 4. To investigate and prevent security threats, fraud, or other malicious activity; or
 - 5. To respond to an emergency that we believe in good faith requires us to disclose such information to assist in preventing the death or serious bodily injury of any person or Company employee.
 - ii. Sale of Business or Merger. There are circumstances where Croft may decide to buy, sell, or reorganize its business in selected countries. Under these circumstances, it may be necessary to share or receive Personal Information with prospective or actual partners or affiliates. In such circumstances, the Company will ensure your information is used in accordance with this Policy.

6. Your Choices and Selecting Your Privacy Preferences.

We want to provide you with relevant information that you have requested. If we provide subscription-based services, such as email newsletters, we will allow you to make choices about what information you provide at the point of information collection or at any time after you have received a communication from us while you are subscribed. Transactional or service-oriented messages, such as delivery confirmation messages, are usually excluded from such preferences, as such messages are required to respond to your requests or to provide goods and services, and are not intended for the purposes of marketing. We may send you email newsletters and marketing emails. After you receive these emails, you may opt out of them at any time by selecting the "unsubscribe" link at the bottom of each email.

7. Text Messaging.

You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from the Company, its affiliates and related entities as well as third parties. Such messaging may be used to authenticate your identity or mobile device, as well as provide you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the Company, you knowingly consent to such communications from the Company or for the Company to use your cell phone number or mobile device number. In providing your number, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to the Company, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time by following the instructions provided in our communications to you.

8. Accuracy and Access to Your Personal Information.

- a. We strive to maintain and process your information accurately. We have processes in place to maintain all of our information in accordance with relevant data governance frameworks and legal requirements. We employ technologies designed to help us maintain information accuracy on input and processing. Where we can provide you access to your Personal Information in our possession, we may ask you for a username and password to help protect your privacy and security. We recommend that you keep your password safe, that you change it periodically, and that you do not disclose it to any other person or allow any other person to use it.
- b. To view and change the Personal Information that you have provided to us, you can log in to your account and follow the instructions on that webpage, or contact us directly for assistance.

9. Information of Minors.

We do not intentionally seek to gather information from individuals under the age of thirteen (13). We do not target the Platform to minors, and would not expect them to be engaging with our Platform or services. We encourage parents and guardians to provide adequate protection measures to prevent minors from providing information unwillingly on the internet. If we are aware of any Personal Information that we have collected about minors, we will take steps to securely remove it from our systems.

10. Third-party Technologies.

This Policy does not apply to applications, platforms, websites or other domains (collectively, “Third Party Technologies”) that are maintained or operated by third parties or our affiliates (whether or not they interact with the Platform). Links to Third Party Technologies are not endorsements of these Third Party Technologies, and this Policy does not extend to them. Because this Policy is not enforced on these Third Party Technologies, we encourage you to read any posted privacy policy of the Third Party Technologies before using the Third Party Technologies and providing any information.

11. Your Rights Under State Law.

a. California.

- i. Shine the Light law. Pursuant to California Civil Code Section 1798.83, we will not disclose or share your Personal Information with third parties for the purposes of third-party marketing to you without your prior consent.
- ii. Do Not Track Signals. The Platform does not track users over time and across third-party websites to provide targeted advertising. Therefore, the Platform does not operate any differently when it receives Do Not Track (“DNT”) signals.
- iii. WE DO NOT SELL OR SHARE YOUR PERSONAL INFORMATION.

b. Your Consumer Rights.

- i. United States. Some state laws in the United States provide consumers with additional rights with respect to their personal information (also known as “personal data”), as those terms are defined under those applicable state laws. Such state laws may include, but are not limited to, the California Consumer Privacy Act of 2018 (the “CCPA”) as amended by the California Privacy Rights Act, the Colorado Privacy Act (“CPA”) and the Virginia Consumer Data Protection Act (“VCDPA”). If you are a consumer in a state that provides consumer rights, please be advised that Company is not a “business” or “controller” as that term is defined under applicable state laws and therefore does not afford consumers these rights with respect to their Personal Information. Regardless, all Personal Information will be processed in accordance with this Policy.
- ii. Mexico. If you are a resident in Mexico, you can exercise any of the following rights, subject to verification of your identity, by notifying us as described below:
 - 1. Access. You may email us to request a copy of the personal data our Platform databases currently contain.
 - 2. Correction or Rectification. You can correct what personal data our Platform database currently contains by accessing your account directly, or by emailing us to request that we correct or

rectify any personal data that you have provided to us.

3. Object to Processing. When applicable, you have the right to object to the processing of your personal data that is unnecessary for a legal relationship with the Company.
4. Portability. Upon request and when possible, we can provide you with copies of your personal data.
5. Withdraw Consent. At any time, you may withdraw your consent to our processing of your personal data through this Platform by notifying us via email.
6. Erasure. If you should wish to cease use of our Platform and have your personal data deleted from our Platform, then you may submit a request by emailing.

12. Location of our Platform.

We do not warrant or represent that this Policy or the Platform's use of your Personal Information complies with the laws of every jurisdiction. To provide you with our services, we may store, process, and transmit information in the United States and other locations around the world, including countries that may not have the same privacy and security laws as yours. Regardless of the country in which such information is stored, we will process your Personal Information in accordance with this Policy.

13. Safeguarding the Information We Collect.

We use reasonable technical, administrative, and physical safeguards in order to protect your Personal Information against accidental loss and from unauthorized access, use, alteration, and disclosure. However, we can never promise 100% security. You have a responsibility as well to safeguard your information through the proper use and security of your username and password. If you believe your credentials have been compromised, please change your password and notify us immediately.

14. How to Contact Us.

We value your opinions and welcome your feedback. To contact us about this Policy or your Personal Information, please contact us by email at info@withcroft.com