

College Circle™ Membership Agreement

This Membership Agreement (this “**Agreement**”) is entered into by and between College Circle LLC (“**College Circle**”), a Colorado limited liability company, and the Member identified above for services to be provided for the Student Participant identified above. The purpose of this Agreement is to provide the terms and conditions governing the Member’s and the Student Participant’s participation in College Circle’s local support services program (the “**Program**”). By authorizing this Agreement, the Member and the Student Participant agree to participate in the Program in accordance with the Terms and Conditions of this Agreement as the same may be amended from time to time. A copy of this Agreement may be downloaded by clicking [HERE](#).

This Agreement includes an automatic renewal provision. Members may cancel this Agreement at any time (effective as of the end of the then-current month) by utilizing the cancellation link at the Company’s Website. Please see Section 7 below for details.

TERMS AND CONDITIONS

1. **The Program**. College Circle offers the Program to provide local support, resource coordination, transition assistance, wellness support, advocacy, community connection, emergency coordination, and related services for college students residing in or attending school in Boulder County, Colorado. The Program’s mission is to provide students and families with a trusted local support network while promoting student independence, wellbeing, and success.

2. **Program Services**. Services offered through the Program include three service levels (“**Service Levels**”): Crisis, Connection and Comprehensive. The services offered under each level are as follows:

- a. **Crisis**: Local support during urgent and unexpected situations including medical emergencies, substance-related emergencies, mental health crises, environmental and community emergencies, personal safety and assault response, law enforcement and legal situations. Includes emergency advocacy and family communication.
- b. **Connection**: In addition to the Crisis level services, Connection level includes providing help connecting students to campus and community resources, including community connection and care coordination.
- c. **Comprehensive**: In addition to Crisis and Connection level services, Comprehensive level includes providing the broadest level of ongoing support, coordination, referrals and check-ins, including health and recovery support, safety and life challenge support, and practical and everyday assistance.

The specific services provided under each Service Level may change and evolve over time; for a detailed description of current Service Level coverage, please review the Company’s website at www.mycollegecircle.com (the “**Website**”). To the extent that the descriptions of Service Levels on the Website differ from those above, the Website will control. Please note that service availability may vary based upon staffing, weather, schedules, safety considerations, and other factors beyond College Circle’s reasonable control. College Circle does not guarantee any specific service will be available at all times and reserves the right to modify service availability from time to time. In the event of any question or ambiguity

regarding whether a service is included in a given service level, the Company shall have sole discretion to make such determination.

3. **Limits on Program Services.** The Program is intended to provide support for the Student Participant by providing connections to third-party community resources such as academic resources, healthcare offices and professionals, housing and employment assistance, and emergency services. The Program does not provide any of these services directly and does not guarantee or warranty the results of any Company recommendations or referrals of such third-party services. College Circle is not a healthcare provider, mental health provider, therapist, counselor, attorney, security company, educational provider, medical transport provider, emergency response provider, or other provider of specialized professional services. While College Circle representatives may suggest applicable resources or providers, **College Circle does not provide legal, financial, medical, mental health, clinical crisis intervention, or other professional advice or counsel and no representation is made that College Circle representatives can provide any professional or emergency services. The Program is not a first responder and in the event of an emergency, Student Participants should call 911, campus police, emergency medical services, or other first responder emergency services prior to contacting College Circle.** Nothing in this Agreement creates a professional-client or other fiduciary relationship. Without limiting the foregoing, College Circle does not guarantee academic success, graduation from or completion of academic courses, participation by Student Participant, safety outcomes, housing outcomes, medical outcomes, mental health outcomes, employment outcomes, transportation availability, resolution of emergencies, or any other specific outcomes. **All Program services are provided on a best-efforts basis only and College Circle disclaims any liability for any results of such services.**

4. **Transportation.** In certain instances, transportation may be offered to the Student Participant by College Circle representatives in connection with other services. Such transportation is offered solely as a convenience and is not required. The Student Participant will be required to sign a waiver agreeing to release College Circle and its representatives from liability in connection with such transportation. College Circle does not operate as a common carrier, taxi services, ride share company, medical transportation provider, or public transportation provider. Availability of transportation is not guaranteed.

5. **Response Times.** College Circle will use reasonable efforts to respond to all Member or Student Participant requests submitted through approved means (i.e. the provided phone number) within approximately one (1) hour; however response times are subject to availability and are not guaranteed. College Circle shall not be liable for any delays in response times.

6. **Communications and Privacy.** In the course of the Program, Student Participants may communicate to College Circle or its representatives personal or confidential information that is related to the Program ("**Personal Information**"). College Circle will treat Personal Information as confidential and will use reasonable efforts to prevent unauthorized use or disclosure of Personal Information, except to parents/guardians (if authorized by the Student Participant), to emergency providers such as paramedics and hospital staff, and otherwise to the extent reasonably necessary to provide Program services. Notwithstanding the foregoing, College Circle may use or disclose Personal Information (a) when authorized by the Student Participant; (b) as required by applicable law; (c) when necessary to prevent harm to self or others (as determined in College Circle's discretion); (d) during emergencies; (e) when abuse, neglect, exploitation, criminal conduct, or other wrongful or harmful behavior is reasonably suspected by College Circle or (f) in any other circumstances which necessitate use or disclosure of Personal Information to protect the health or safety of the Student Participant in the discretion of College Circle. College Circle will use reasonable efforts to facilitate communication between students and families where appropriate.

You authorize College Circle to communicate such personal information to first responders, paramedics, hospital staff, and other emergency personnel as is reasonably necessary as determined by College Circle, and release College Circle from any liability in connection with such information.

College Circle is not a healthcare provider and is not a covered entity or business associate covered by the Health Insurance Portability and Accountability Act (HIPAA).

7. **Term; Termination.** Membership is offered on an annual basis and is billed monthly during College Circle's standard service year, August through May. **Memberships automatically renew from year to year unless cancelled in accordance with this Agreement. Regular monthly Membership Fees will not be charged during June and July. Monthly billing will automatically resume in August using the Member's authorized payment method on file unless the Membership has been cancelled prior to the applicable August billing date. Membership may be cancelled by the Member at any time utilizing the cancellation link at the Website, effective at the end of the then-current billing month.** College Circle may terminate Memberships upon written notice (including email) to the Member effective at the end of the then-current billing month, or immediately upon (a) failure to pay Membership Fees when due, or (b) written notice (including email) to the Member in the event of other material breach of this Agreement by the Member or Student Participant. Unless otherwise agreed in writing by College Circle, regular Membership benefits and services are suspended during June and July and resume when regular billing resumes in August. Upon termination of a Membership, all benefits of Membership shall cease.

8. **Membership Fee.** The monthly Membership Fee for the applicable Service Level, as currently listed on the Website, must be paid by the Member prior to activation of a Membership. Members enrolling after the beginning of the standard service year may be required to pay Membership Fees for prior months of the applicable service year, as disclosed at the time of enrollment. The Member authorizes College Circle to automatically charge the Member's authorized payment method for recurring monthly Membership Fees during the standard service year, August through May. Regular monthly Membership Fees will not be charged during June and July, and recurring monthly billing will automatically resume in August unless the Membership has been cancelled in accordance with Section 7. Members must maintain a valid, nonexpired payment method on file with College Circle at all times. Membership Fees charged in accordance with this Agreement are non-refundable.

9. **Membership Eligibility:** All Memberships must include a Member and a Student Participant; the Student Participant may also be the Member if the Student Participant is 18 years old or older, otherwise the Member should be a parent, guardian, or other adult 18 years old or older. Members are responsible for all Membership Fee payments and will have access to information regarding the Student Participant obtained by College Circle. Membership may be approved or denied by College Circle in its sole discretion (provided that any Membership Fee paid shall be refunded in the event membership is denied). Membership may not be shared and only one Student Participant may receive services with respect to a Membership; however, Members may sign up for separate Memberships to support multiple Student Participants.

10. **Use of and Access to Website.** By authorizing this Agreement, you agree that you have reviewed the Website [Terms of Use](#) and [Privacy Policy](#) and agree that your access and use of the Website will comply with the terms and conditions provided in such documents (as the same may be amended from time to time). Please note that the Website may not be used or accessed by children under age 13.

11. **Personal Use Only.** Membership in the Program is for personal use by the designated Student Participant only and Program services may not be used for any commercial purpose or shared, assigned, resold, or used by anyone other than the Student Participant.

12. **Reliance on Member and Student Participant Information.** Member and Student Participant agree that all information provided to College Circle or its representatives shall be accurate and complete and acknowledge that College Circle's provision of services will depend on such information. Members and Student Participants are responsible for keeping their contact information, school-year address, emergency contact information, and other relevant enrollment information current and must notify College Circle of any material changes.

13. **Limitation of Liability.** Member and Student Participant acknowledge the limits on Program services set forth in this Agreement (including without limitation Section 3 and Section 12 above) and that participation in the Program involves risks including, but not limited to, transportation risks, communication risks, referral risks, and risks associated with independent decision-making in emergency situations and otherwise, and Member and Student Participant hereby expressly assume such risks and release College Circle and its representatives from any liabilities associated with participation in the Program. MEMBER AND STUDENT PARTICIPANT ACKNOWLEDGE AND AGREE THAT COLLEGE CIRCLE HEREBY DISCLAIMS AND IS NOT RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO STUDENT PARTICIPANTS OR OTHERS THAT MAY OCCUR AS A RESULT OF THE PROGRAM, AND MEMBER AND STUDENT PARTICIPANT HEREBY WAIVE AND RELEASE COLLEGE CIRCLE FROM LIABILITY FOR ANY CLAIMS RELATED TO SUCH INJURIES OR DAMAGES, INCLUDING LIABILITIES ARISING FROM THE NEGLIGENCE OF COLLEGE CIRCLE OR ITS REPRESENTATIVES, AND AGREE TO INDEMNIFY AND HOLD HARMLESS COLLEGE CIRCLE AGAINST ANY CLAIMS FOR SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COLLEGE CIRCLE'S AGGREGATE LIABILITY TO ANY MEMBER OR AFFILIATED STUDENT PARTICIPANT SHALL NOT EXCEED THE TOTAL MEMBERSHIP FEES PAID BY MEMBER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN ALL CASES COLLEGE CIRCLE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

IF THIS AGREEMENT IS ENTERED INTO BY A PARENT OR LEGAL GUARDIAN ON BEHALF OF A STUDENT PARTICIPANT THAT IS A MINOR, THE PARENT OR LEGAL GUARDIAN HEREBY AGREES TO WAIVE, RELEASE, AND INDEMNIFY COLLEGE CIRCLE FROM AND AGAINST ANY LIABILITY IN ACCORDANCE WITH THE PRECEDING PARAGRAPH.

14. **Disclaimer of Warranties.** COLLEGE CIRCLE MAKES NO GUARANTEES OR WARRANTIES REGARDING THE SERVICES OR RESULTS OF THE PROGRAM AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Indemnification.** Member agrees to indemnify, defend, and hold harmless College Circle and its representatives from all claims, damages, losses or liabilities arising out of Member's and any affiliated Student Participant's participation in the Program, except to the extent caused by gross negligence or willful misconduct of College Circle or its representatives.

16. **Force Majeure.** College Circle shall not be responsible for any failure to comply with the terms of this Agreement caused by natural disaster, severely inclement weather, acts of God, social disruption,

terrorist acts or threats thereof, governmental actions, pandemic or epidemic, transportation disruption, power or utility failure, or any other circumstances beyond the reasonable control of College Circle despite the application of reasonable diligence, and any such failure shall not represent a breach of this Agreement.

17. **Updates to this Agreement.** This Agreement may be updated from time to time by College Circle, and any such updates shall take effect upon provision of notice of such updates to the Member. Members will be deemed to have consented to any such updates unless the Member opts out of such update by written notice to College Circle within thirty (30) days after receiving notice of such update, in which event the applicable Membership may be cancelled effective as of the end of the then-current billing month.

18. **Notices.** Notices pursuant to this Agreement will be sent via email to Members using the contact information provided to College Circle and may be sent to College Circle at hello@mycollegecircle.com (or such other email as may be provided in writing in the future).

19. **Governing Law; Dispute Resolution; Legal Fees.** This Agreement shall be governed by Colorado law. The parties agree to attempt to resolve any disputes that may arise under this Agreement informally in good faith, and in the event such disputes are not resolved, to participate in mediation of such disputes with independent mediator in Boulder County, Colorado prior to initiation of any litigation, with the cost of such mediation to be split equally by the parties. In the event such informal dispute resolution fails, any legal action brought under or arising from this Agreement shall be brought only in the courts of Boulder County, Colorado, and the parties hereby submit to the exclusive jurisdiction and venue in such courts. The prevailing party in any such action shall be entitled to recover its legal costs and expenses in such action, including without limitation reasonable attorneys' fees, from the non-prevailing party.

20. **Miscellaneous.** This Agreement represents the entire agreement between the parties regarding the matters addressed herein, and there are no other written or verbal agreements between the parties regarding such matters. In the event of any conflict between this Agreement and any other document, including without limitation any College Circle website or correspondence, this Agreement shall control. Any provision of this Agreement that is not enforceable shall be deemed severed and the remainder of the Agreement shall remain in effect. This Agreement may be assigned by College Circle in the event of an asset sale, merger, or similar change of control transaction. This Agreement may not be assigned by the Member.

By authorizing this Agreement, you agree that you have read and understood the Agreement and agree to be legally bound by all of its terms and conditions. If this Agreement was authorized by a parent or legal guardian on behalf of a Student Participant under age 18, such parent or legal guardian agrees in addition to be legally bound by the terms and conditions of this Agreement and to affirm this Agreement on behalf of the Student Participant.