

TERMS AND CONDITIONS

Welcome to College Club™, operated by Refuel Agency, Inc. (“Refuel” and sometimes referred to as “our”) and located at 1350 Broadway, Suite 830, New York, NY 10018. Thank you for using or visiting our College Club™ website (“Service” or “Services”). This Service is a platform through which current students at particular educational institutions seeking employment opportunities or contracting opportunities (each, a “Student”) can find and apply to such opportunities.

You agree that you must evaluate and bear all risks associated with the use of our Services, including the Services Materials and the User Content, and that you may not rely on the Services Materials or User Content.

The following terms and conditions (“Terms”) govern your use of this Service. These Terms are deemed to include all other operating rules, conditions, policies and procedures that are referred to herein or that may otherwise be published by Refuel from time to time (“Policies”), at this website (including without limitation, our Privacy Policy). **By accessing, viewing, or using our Services, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them.** If you do not agree to these Terms, or if you are under 18 years of age, or if you are not a legal resident of the United States, you are not granted permission to use our Services and must exit immediately.

1. **Registration.** In order to access certain content, services, products or benefits on our Services, you will be asked to register and create an account. By registering an account on our Services, you represent that you are 18 years of age or older. Also as part of the registration process, you may be asked to select a username and password, and may be required to provide Refuel with certain information about yourself, including some types of personally identifying information such as your email and postal addresses, your telephone number and your employer or educational institution. You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. Any information that you provide to Refuel through our Services or email is subject to Refuel’s Privacy Policy, which is hereby incorporated into these Terms by reference as if set forth fully herein.

As part of the registration process, you will be asked to select a user name and password. Only you are permitted to access our Services, the Services Materials, and the User Content through your account. Without limiting the foregoing, you are fully responsible for your account, including use of the account by any third party, and maintaining the confidentiality of your password. You may suspend your account at any time by suspending the account within your profile or by emailing info@collegeclub.com.

By registering, you are subscribing to transactional notification emails and/or text

messages related to the Services (including notifications that will inform you when an opportunity that matches your profile is posted). You can unsubscribe or manage your notification frequency settings at any time by using any of the methods described in the Privacy Policy.

2. **Verification.** By registering with our Services, you hereby authorize Refuel to verify any representations and warranties you make either pursuant to these Terms or within any materials submitted during the registration process, including conducting background checks, contacting any provided references, and reviewing public records. You acknowledge that while Refuel reserves the right to verify these representations and warranties, Refuel is not obligated to do so, and may choose not to do so, at Refuel's sole discretion.
3. **Listing Employment or Contracting Opportunities.** Upon registration, you may view, through our Services, potential employment or contracting opportunities (an "Opportunity"). An Opportunity may have certain requirements such as only being offered to Students at certain schools.
4. **Privacy.** It is important that you read and understand the Privacy Policy, especially because the nature of the Services necessarily involve the collection and use of personally identifiable information and other personal data ('Personal Data'). The most current Privacy Policy will apply to any and all use of the Services. Refuel will not intentionally edit, modify, delete or disclose the contents of your Personal Data in connection with the Services except (a) as reasonably necessary for Refuel (or its service providers) to provide the Services, including processing and responding to your inputs, (b) to communicate with you, (c) as otherwise permitted under the Privacy Policy or elsewhere in these Terms, (d) when Refuel reasonably believes that such action is necessary to conform or comply with any legal, regulatory, law enforcement or similar requirement or investigation, to protect or defend the rights or property of Refuel Agency or any third party or to enforce the Terms or (e) as otherwise authorized by you.
5. **Proprietary Rights.** Unless Refuel Agency explicitly states otherwise in an agreement between you and Refuel, as between you and Refuel, Refuel owns or licenses and retains all rights, title and interests in and to all Apps, data, content, graphics, forms, artwork, images, photographs, functional components and any software concepts and documentation and other material on, in or made available through our Services ("Services Materials"), as well as the selection, coordination, arrangement, and organization and enhancement of the Services Materials. All Services Materials are protected pursuant to copyright, trademark, patent and other applicable laws. As between any user of the Services and Refuel, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Services are proprietary to Refuel or its affiliates, licensors (including Clients), or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Services Materials,

other than the right to use the Services Materials in accordance with these Terms.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services.

Certain features of the Services (including the registration processes described in Section 1 above) may allow you to contribute comments, feedback, information, content, text, files, trademarks, logos, graphics, postings, and other materials and information, for access, use, viewing and commentary by other users to the Services (“User Content”). By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by our Services and all other persons and entities will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing; (d) impersonate any person or entity or falsely state or otherwise imply an affiliate with a person or entity, including any business or educational institution, or that is generally false, deceptive, misleading, deceitful, misinformative, or constitutes a “bait and switch”; (e) be obscene, pornographic, or indecent; (f) violate any community or Internet standard; (g) constitute misappropriation of any trade secret or know-how; or (h) constitute disclosure of any confidential information owned by any third party.

You retain all right, title and interest in and to the User Content that you submit and all intellectual property rights embodied therein. Upon your submission of User Content or other material or information to Refuel, you grant Refuel a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, host, communicate, publish, publicly perform, publicly distribute, and create derivative works based upon, and sublicense, the User Content, all without any compensation to you whatsoever. This license continues even if you stop using our Services. If you believe that any content or postings on our Services violate your intellectual property or other rights, please follow our Complaint Procedure in Section 12 of these Terms.

- 6. Unauthorized Activities.** You agree that you will not use our Services for: (a) any illegal or unauthorized purposes that violate any local, national, or international laws (including but not limited to import, export, copyright, trademark and employment anti-discrimination laws); (b) contacting any other user of our Services who has requested not to be contacted; (c) stalking or harassing anyone; (d) data mining, scraping, or for releasing spiders, robots, web crawlers, or any other data gathering or extraction tools to collect any information

from our Services, including any information related to Opportunities, except to the extent our Services are indexed by general purpose public search engines; (e) promoting any effort to compete with Refuel, including using our Services to provide, alone or in combination with any other product or service, any service to any third party or any use that causes a reduction or loss of business for Refuel as related to an existing or potential customer; (f) modifying, copying, distributing, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, selling any of our Services Materials, unless otherwise authorized by these Terms or in a separate written agreement with Refuel Agency; (g) attempting to gain unauthorized access to Refuel Agency's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of our Services; (h) any resale or commercial use of our Services, the Services Materials, or the User Content; (i) using our Services to access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including any commercial purposes; (j) violating or offending any community or Internet standards of decency; or (k) removing, circumventing, disabling, damaging or otherwise interfering in any way with any security features of our Services aimed at preventing or restricting the unauthorized use of our Services or any of the Services Materials. You may only use our Services and the Services Materials consistently with these Terms. Any other use of our Services or Services Materials, including but not limited to the aforementioned unauthorized uses, without prior written permission of Refuel Agency is strictly prohibited. You acknowledge and agree that the unauthorized use of our Services or the Services Materials could cause irreparable harm to Refuel and that in the event of such unauthorized use, Refuel shall be entitled to an injunction in addition to any other remedies available at law or in equity.

- 7. Third Party Web Sites and Content.** Our Services are available for informational and management purposes only. Refuel Agency is a private company, and is not affiliated with any educational institution, including any university or college. Our Services may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. Our Services may also incorporate features and services provided by third parties, such as payment processing. Use of such third party links, features, and services, our Services and the Services Materials, and any other material or content on and made available through our Services is entirely at your own risk. Refuel does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is at your own risk, and subject to the terms and conditions of such other websites. Refuel does not endorse any product, service, or treatment provided on a third party website or advertised or provided on our Services.

8. **Availability of the Services.** Refuel uses reasonable efforts to ensure that our Services are generally available. However, there will be occasions when access to our Services will be interrupted or unavailable. Refuel will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that Refuel shall not be liable for any modification, suspension, or discontinuance of our Services. In addition, Refuel may update, modify, suspend or terminate the Services, in whole or in part, at any time.

9. **Disclaimer.** The information on our Services is for informational purposes only. Without limiting anything else in these Terms or otherwise, Refuel is not responsible for any errors or omissions in our Services or the Services Materials. Refuel, its subsidiaries, and affiliates, are not responsible for and do not guarantee the accuracy or completeness of any Services Materials, User Content, products, data, services (whether performed by Refuel or any Student), links, advertisements, or other items contained within our Services. Refuel reserves the right to immediately remove any Services Materials or User Content for any reason or for no reason. Refuel cannot and does not review all communications or products made available on or through our Services, but, although not obligated to, may review, verify, make changes to or remove any User Content, Services Materials, the products or services made available in connection with our Services, including information submitted in connection with the Services Materials or other features at any time, with or without notice in its sole discretion.

THE SERVICES MATERIALS, USER CONTENT, SERVICES, PRODUCTS, INFORMATION, AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH OUR SERVICES ARE MADE AVAILABLE “AS IS” AND “WITH ALL FAULTS.” USE OF OUR SERVICES IS ENTIRELY AT YOUR OWN RISK. REFUEL AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE USER CONTENT, THE SERVICES MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH OUR SERVICES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, QUALITY, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS AND EFFORT WITH REGARD TO ANY USER CONTENT, THE SERVICES MATERIALS, SERVICES, PRODUCTS, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH OUR SERVICES, IS WITH YOU.

10. **LIMITATION OF LIABILITY.** Refuel Agency shall not be liable to the other for any incidental, consequential, special, or punitive damages or lost or imputed profits or royalties, which may or does result from the use of, access to, or inability to use the user content, the services materials, services, products, data and other materials on, in and made available through our services, whether for breach of warranty or any obligation arising therefrom or otherwise, whether liability is asserted in contract or tort (including negligence and strict product liability) and irrespective of whether a party has advised or has been advised of the possibility of any such loss or damage. Further, Refuel Agency's aggregate liability hereunder shall not exceed the Fees received by the Refuel Agency from you with respect to the provision of Services. Each party hereby waives any claims that these exclusions deprive it of an adequate remedy. Notwithstanding the foregoing, the limitations of liability provided under this section shall not apply with respect to indemnifiable third party claims. If you are dissatisfied with our Services or with any of these Terms, or feel Refuel has breached these Terms, your sole and exclusive remedy is to discontinue using the Services.
11. **Indemnification.** You shall indemnify Refuel and its directors, officers, employees, agents, contractors and licensors ("Refuel Indemnitees") against all claims, actions, suits, and other proceedings (each, a "Claim") arising out of or incurred in connection with our Services and your use of our Services, the Services Materials or any services, product or data obtained through our Services, your fraud, violation of law, negligence, willful misconduct, or any other use of our Services, the User Content, the Services Materials, the services, products, information and other materials on, in and made available through our Services, except to the extent attributable to Refuel, or any breach by you of these Terms and shall indemnify and hold Refuel Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and attorneys' disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of Refuel. Refuel or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If Refuel or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to Refuel, subject to the right of Refuel to assume, at our sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.
12. **Complaint Procedures.** If you believe that any content or postings on our Services violates your intellectual property or other rights, please notify Refuel Agency by email at info@refuelagency.com a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is

objectionable; and (d) the following statement: “The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message.”

13. **Termination.** Refuel may immediately terminate your access to all or any part of the Services at any time, with or without cause, with or without notice.

If you elect to terminate your registration and Services account, you may do so at any time by sending an email (that includes your email address) to info@collegeclub.com or by going to your account settings and choosing “delete account.”

Upon any termination, all rights and obligations of the parties under these Terms shall cease, and you shall immediately stop accessing and using the Services, except that (a) all obligations that accrued prior to the effective date of termination (including payment obligations, if any) and all remedies for breach of these Terms shall survive, (b) Refuel may retain and use User Content and other data and business records resulting from your use of the Services (but not in a manner that discloses your identity) and (c) the provisions of those sections of these Terms that should reasonably be understood to continue in effect shall survive (including without limitation, the sections entitled Proprietary Rights, No Warranties and Disclaimer, Limitation of Liability, Indemnification, and Governing Law and Jurisdiction).

14. **Changes to these Terms.** Refuel reserves the right at any time to modify, alter, or update these Terms. Your use of our Services following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited our Services before the change was made. It is the obligation of users using our Services before the change to learn of changes to the Terms since their last visit. Refuel may suspend or terminate your account and/or your ability to use our Services, for failure to comply with these Terms, for inactivity on our Services, for providing Refuel with untrue or inaccurate information about yourself, for infringement upon Refuel proprietary rights, or for any other reason whatsoever or for no reason.
15. **Relationship Between the Parties.** Nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other.
16. **Governing Law and Jurisdiction.** These Terms represent the entire agreement between you and Refuel with respect to the subject matter hereof, and supersede all prior and contemporaneous written and oral representations, understandings, and agreements, express and implied, and will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of law rules; PROVIDED, HOWEVER, THAT THE TERMS OF ANY

APPLICABLE LAW NOW OR HEREAFTER ENACTED THAT IS BASED ON, DERIVED FROM, SIMILAR TO, OR CONNECTED WITH THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DRAFTED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS SHALL NOT APPLY EXCEPT TO THE EXTENT THAT THE LAW EXPRESSLY PROHIBITS ALTERATION BY THESE TERMS OF THE APPLICABILITY OF ONE OR MORE SECTIONS OF THE LAW. By accessing, viewing, or using the services, works, content, or materials on our Services, you consent and agree to (a) the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan in the City of New York, New York; (b) accept service of process by personal delivery or mail; and (c) irrevocably waive the right to trial by jury and any jurisdictional and venue defenses otherwise available.

A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms (including any Policy) to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Refuel agree that any claim or cause of action arising out of or related to the Services must be commenced within 1 year after the claim or cause of action arose. Otherwise, such claim or cause of action is permanently barred.

ANY ACTION OR PROCEEDING UNDER THESE TERMS WILL TAKE PLACE ONLY ON AN INDIVIDUAL BASIS; CLASS ACTIONS AND PROCEEDINGS ARE NOT PERMITTED. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND REFUEL AGENCY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

17. **Miscellaneous.** Our Services are controlled and operated from within the United States. Without limiting anything else, Refuel makes no representation that our Services, Services Materials, User Content, services, products, information or other materials available on, in, or through our Services is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Services from other locations do so on their own volition and are responsible for compliance with applicable laws. The waiver or failure of Refuel to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to this agreement will be deemed to be a third party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

If you have any questions or need to contact us, we recommend you reach out to info@collegeclub.com. If your question is urgent, you may contact 866-360-9688.

Last modified: August 16, 2017

Copyright © 2017 Refuel Agency, Inc.; All rights reserved.