

End User Terms

Updated November 7, 2025

These End User Terms (this “**Agreement**”) are made by and between Circuitree, LLC, a Delaware limited liability company (“**CIRCUITREE**”, “**our**”, “**ours**”, “**us**”, or “**we**”), and you, the individual wishing to utilize our Services as an end user (“**you**”, “**your**”, or “**yours**”). CIRCUITREE and you may each be referred to as a “**Party**” and together as the “**Parties**”.

We offer our CircuiTree™ software (the “**Software**”) to camps, which may invite or otherwise permit end users to utilize our Software and other features and functionality offered from time to time via the Internet (collectively with the Software, the “**Services**”), in connection with a camp or other recreational and/or group activity.

Your access to and use of the Services is subject to this Agreement and our then-current policies relating to the Services for end users, including, without limitation, our [Privacy Policy](#). You are responsible for compliance with all CIRCUITREE policies applicable to your access and use of the Services, which are posted to the CIRCUITREE website or otherwise provided through the Services.

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS HEREOF, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, WE ARE NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE SERVICES AND YOU MUST NOT ACCESS OR USE THE SERVICES. IF YOU ACCESS OR USE THE SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT.

THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU FIRST ACCESS OR USE THE SERVICES (THE “EFFECTIVE DATE”). THIS AGREEMENT IS SUBJECT TO CHANGE BY US WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN OUR SOLE DISCRETION. THE LATEST VERSION OF THIS AGREEMENT WILL BE POSTED ON OUR WEBSITE OR OTHERWISE DELIVERED TO YOU ELECTRONICALLY. YOUR CONTINUED USE OF THE SERVICES AFTER A POSTED CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH CHANGES.

1. Services

a. License Grant. During the term of this Agreement, CIRCUITREE hereby grants to you a non-exclusive, non-sublicensable, non-transferable, revokable, limited license to utilize the Services, solely as set forth in this Agreement.

b. Modification of Services. CIRCUITREE reserves the right to modify the Services, or any part thereof, from time to time, in accordance with this Agreement. Any modifications to the Services will continue to be governed by the terms and conditions in this Agreement.

c. Suspension of Your Access to the Services. Without limiting CIRCUITREE' right to terminate this Agreement, CIRCUITREE may immediately and indefinitely suspend your access to the Services, including, without limitation, access to Your Data (as defined below), by providing notice to you, upon any actual, threatened, or suspected breach of this Agreement or any Applicable Law, or upon any other conduct deemed by CIRCUITREE in its sole discretion to be inappropriate or detrimental to the Services, CIRCUITREE, or any other CIRCUITREE end user or customer, until such breach or inappropriate conduct is cured by you. For purposes of this Agreement, "**Applicable Law**" means all laws, rules, regulations, rulings, decrees, directives, or other requirements of any governmental authority, and all current industry self-regulatory principles that (a) apply to the Services; (b) relate to CIRCUITREE's or your rights and obligations under this Agreement, as may be amended or otherwise revised; or (c) apply to the collection, processing, and storage of Personal Data (as defined below) including, but not limited to, Data Protection Laws (as defined in the DPA).

2. Your Use of Services.

a. Your Account. Once invited by a camp, you will be granted access to the Services through your own unique account ("**Your Account**"). You expressly agree that you will not allow any use of or access to the Services by anyone other than yourself, and any such use or access will be consistent with the terms, conditions, and restrictions set forth in this Agreement.

b. User IDs. You will be provided with or will create a user identification and will select a password (each such user identification and password, a "**User ID**"). Each User ID is personal in nature and may be used only by you alone. You are solely responsible for (i) all use of the Services through Your Account, and (ii) any actions through Your Account. You will use best efforts to protect the security and confidentiality of your User ID. You will notify CIRCUITREE immediately if your User ID is lost, stolen, or otherwise compromised, or of any other unauthorized use of or access to Your Account. You acknowledge that you are fully responsible for all losses, damages, liabilities, penalties, costs, and expenses incurred, and all electronic information transferred, stored, modified, communicated, or shared through, use of your User ID (whether lawful or unlawful) and Your Account.

c. Restrictions on Use of Software and Services. You will not, and will not permit any third-party to, directly or indirectly: (i) use or access the Services for any purpose, at any location, or in any manner not specifically authorized by this Agreement; (ii) use the Services for any purpose other than in connection with a camp or other recreational and/or group activity; (iii) violate CIRCUITREE's [privacy policy](#), as updated from time to time; (iv) use the Services in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Services; (v) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter the Services; (vi) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Services; (vii) (A) interfere with, disrupt, or attempt to gain unauthorized access to the servers or networks connected to the

Services, (B) violate the regulations, policies, or procedures of such networks, or (C) interfere in any manner with the operation or hosting of the Services; (viii) access, or attempt to access, the Services by means other than through the interface that is provided by CIRCUITREE; (ix) use automated scripts to collect information from or otherwise interact with the Services; (x) use the Services to intimidate, discriminate against, or harass any other people or entities; (xi) (A) alter, modify, reproduce, create derivative works of the Services or (B) combine or merge any part of the Software with or into any other software; (xii) except as otherwise specifically set forth herein, distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of your rights to use or access the Services, including providing outsourcing, service bureau, hosting, application service provider, or on-line services to any third-party, or otherwise making the Services, or use of or access thereto, available to any third-party; (xiii) use the Services (A) for the benefit of a third-party, or (B) to build a competitive product or service; (xiv) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software; (xv) remove, obscure, or alter any proprietary rights notices (including copyrights and trademark notices) that may be contained in, or displayed in connection with, the Services; (xvi) add data or files that are not directly related to your approved use of the Services; or (xvii) use or access the Services in violation of any Applicable Law.

3. **Your Data**

a. **Definitions.** For purposes of this Agreement:

- i. **“Personal Data”** has the meaning set forth in the DPA.
- ii. **“Your Data”** means all electronic information transferred, stored, modified, communicated, or shared through (i) Your Account, (ii) your use of, or access to, the Services, or (iii) otherwise provided to or accessed by CIRCUITREE for the purposes set forth under this Agreement; in each case, including any Personal Data relating to you or your child.

b. **License; Title and Non-Infringement.**

- i. **License.** For the term of this Agreement, you hereby grant to CIRCUITREE a non-exclusive, non-sublicensable, non-transferable, revokable, limited license in and to Your Data, for the sole purpose of CIRCUITREE providing Services under this Agreement. As between you and CIRCUITREE, you own and retain all of your rights in and to Your Data, and you do not convey any proprietary interest therein to CIRCUITREE other than the licenses set forth herein.
- ii. **Title and Non-Infringement.** You represent and warrant to CIRCUITREE that (i) you have all necessary right, title, interest, authorization, and consent necessary to allow CIRCUITREE to access and use Your Data for the purposes for which you provide Your Data to CIRCUITREE hereunder, including the transfer, storage, modification, communication, and processing of Your Data, and (ii) that all Your Data was lawfully acquired and its use hereunder does not and will not constitute an infringement, violation, or misappropriation of the rights of any third-party, including, without

limitation, intellectual property rights.

c. Content Restrictions. You represent and warrant to CIRCUITREE that none of Your Data or the use of Your Data as contemplated by this Agreement: (i) violates the terms of this Agreement or Applicable Law; (ii) is libelous, defamatory, obscene, abusive, pornographic, threatening, harmful, or an invasion of privacy; (iii) is illegal or advocates illegal activity; (iv) is an advertisement or solicitation of funds, goods, or services; (v) is false, misleading, or inaccurate; or (vi) is or could be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message, or disruptive advertisement. Except as expressly set forth herein, you will be solely responsible for all of Your Data transferred, stored, modified, communicated, or shared by you, or that CIRCUITREE may receive, collect, or obtain, in each case, through Your Account or your use of, or access to, the Services. CIRCUITREE may take remedial action if any of Your Data violates the terms of this Section 3(c), including the deletion thereof; provided, that CIRCUITREE is under no obligation to review any of Your Data for compliance with these terms.

d. CIRCUITREE's Access to and Use of Your Data.

i. Definitions. For purposes of this Agreement:

"Aggregated Anonymous Data" means any of the following information as has been aggregated with other similar information of other end users or customers of CIRCUITREE, and anonymized so that it does not reveal any personally identifying information or information identifying you or your child: (i) information related to how end users or customers of CIRCUITREE are using the Services; and (ii) information related to the performance of the Services.

- ii. Data Processing.** If, and only if, CIRCUITREE processes Personal Data on behalf of you in the course of providing the Services, the Parties agree to comply with the terms of the Data Processing Agreement ("**DPA**") found at <https://www.circuitree.com/data-processing-agreement>, which is hereby incorporated into this Agreement.
- iii. Security.** To protect Your Data, CIRCUITREE shall implement and maintain administrative, technical, physical, and organizational safeguards regarding security, continuation, backup, and disaster-recovery that are consistent with industry standards and practices and comply with Applicable Law in connection therewith.
- iv. Usage Restrictions.** Except as (i) expressly permitted under this Agreement, (ii) requested or approved in writing by you (email to suffice), including in connection with any end user support matters, (iii) in order to provide or improve Services, including to prevent or address any service or technical problems, (iv) in order to develop and test new features and services, or (v) compelled by law, CIRCUITREE shall not access or modify Your Data, or disclose Your Data to any third-party.
- v. Use of Aggregated Anonymous Data.** Notwithstanding anything in this Agreement to the contrary, CIRCUITREE may (i) collect and process information to generate and process Aggregated Anonymous Data, and (ii) freely use and make available Aggregated Anonymous Data for the purpose of (A) improving, testing, maintaining, and operating the

Services, (B) developing future products and services, and (C) marketing and promoting the Services, and any future products and services, to customers and potential customers. CIRCUITREE is and shall remain the sole and exclusive owner of all right, title, and interest in and to all Aggregated Anonymous Data, including all intellectual property rights related thereto, and may freely use all Aggregated Anonymous Data during the term of this Agreement and thereafter, without compensation or notice to you, or your approval.

4. CIRCUITREE's Intellectual Property

a. General. You understand and agree that the Services are licensed, not sold. Nothing in this Agreement conveys to you any rights of ownership in or related to the Services, or any intellectual property rights therein, which may include, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, generalized features of the structure, sequence and organization of the Software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence, and methods of operation. Except as expressly set forth herein, CIRCUITREE alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services, including, without limitation, any modifications or enhancements thereto, or any derivatives thereof. For the avoidance of doubt, all licenses granted under this Agreement with respect to the Services shall automatically terminate upon the termination or expiration of this Agreement.

b. Improvements. You understand and agree that CIRCUITREE shall be entitled to use and incorporate into the Services and any future products or services, for you as well as any of its other end users, customers or future end users or customers, any suggestions, enhancement requests, recommendations, or other feedback provided by you or your child, relating to the Services (“**Improvements**”), and CIRCUITREE shall have no obligations to you, your child, or any third-party for any such use or incorporation.

5. CIRCUITREE Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CIRCUITREE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN EACH CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL CIRCUITREE BE RESPONSIBLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

6. Third-Party Indemnification

a. Indemnification by CIRCUITREE. CIRCUITREE shall indemnify, defend, and hold you harmless from and against any and all losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorney's fees) (collectively, “**Losses**”) arising from any third-party claim, suit, action, or proceeding (each, a “**Third-Party Claim**”) brought against you alleging or arising out of, that the Services provided by CIRCUITREE, when used and operated in accordance with any user documentation provided or made available by CIRCUITREE (the “**Documentation**”), infringes, violates, or misappropriates any intellectual property rights of

such third-party. Notwithstanding anything in this Agreement to the contrary, you understand and agree that CIRCUITREE (nor its affiliates or their respective officers, directors, employees, or agents) shall have no liability or obligation whatsoever to you under this Section 6(a) or otherwise with respect to any Third-Party Claim based upon or resulting from: (i) any use of the Services not strictly in accordance with the terms of this Agreement and the Documentation; (ii) alterations, combinations, or enhancements of the Services not created by CIRCUITREE; (iii) your use of any prior, unsupported versions of the Software, after being provided with updated versions thereto; or (iv) any intellectual property right in which you have an interest (each, an “**Uncovered Use**”). If you seek indemnification under this Section 6(a), you must provide CIRCUITREE with written notice of any Third-Party Claim within thirty (30) days of the date you are first made aware of such Third-Party Claim. CIRCUITREE will immediately take control of the defense and investigation of such Third-Party Claim and will employ counsel of its own choosing. You may participate in and observe the proceedings at your own cost and expense with counsel of your own choosing. You must cooperate with CIRCUITREE in the defense and/or settlement of any Third-Party Claim, at CIRCUITREE’s expense. CIRCUITREE reserves the right to settle any Third-Party Claim if CIRCUITREE pays the entire amount of such settlement; otherwise, CIRCUITREE must have your consent, which cannot be unreasonably withheld, delayed, or conditioned.

b. Infringing Materials. If the Services, or any portion thereof, in CIRCUITREE’s opinion, or as held by a court of competent jurisdiction, infringe, violate, or misappropriate any intellectual property rights of any third-party, or is likely to so infringe, violate, or misappropriate, CIRCUITREE may, at its option and at no cost to you, (i) obtain a license for your right to continue using the Services, or (ii) replace or modify such Services so that they no longer infringe, violate, or misappropriate any such intellectual property rights. If neither of the foregoing options are reasonable available or commercially practicable, CIRCUITREE may terminate this Agreement upon written notice to you.

c. Indemnification by You. You shall indemnify and hold harmless CIRCUITREE, its affiliates, and their respective officers, directors, employees, and agents, from and against any and all Losses arising from any Third-Party Claim brought against CIRCUITREE (or its affiliates or their respective officers, directors, employees, or agents) alleging or arising out of: (i) that Your Data (A) violates Applicable Law or (B) infringes, violates, or misappropriates any intellectual property rights of such third-party; (ii) your breach of any of your representations, warranties, or obligations under this Agreement; (iii) your negligence, fraud, or intentional misconduct, or (iv) your breach of Applicable Law. CIRCUITREE will control the defense, settlement, and investigation of such Third-Party Claim and will employ counsel of its own choosing.

d. Exclusive Remedy. This Section 6 (Third-Party Indemnification) states the indemnitor’s sole liability to, and the respective indemnitee’s exclusive remedy against, any Third-Party Claim of any nature.

7. Exclusion of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CIRCUITREE (NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) HAVE ANY LIABILITY TO YOU FOR (A) ANY CLAIM OF LOST PROFITS, REVENUES, GOODWILL, OR (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, IN EACH CASE, HOWEVER CAUSED, WHETHER IN

CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, MISREPRESENTATION, OR UNDER ANY OTHER THEORY OF LIABILITY) OF CIRCUITREE (OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED \$100. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. Disputes Between the Parties. All claims or disputes between the Parties, whether in contract, tort, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement (each, a “**Dispute**”) will be resolved solely in accordance with the terms of this Section. In the event of a Dispute, the Parties hereby agree that (i) both Parties will first attempt, in good faith, to resolve such Dispute through direct negotiation for at least thirty (30) days following the disputing Party’s giving of notice to the other Party as provided in Section 17 (Notices), and (ii) in the event a Dispute cannot be resolved during that time period, each Party hereby agrees and covenants that it will submit to mediation under a mutually agreeable certified and impartial mediator located in the State of Delaware. In the event of mediation, each Party will bear its own costs of such mediation, including its own attorney’s fees and its equal share of mediator fees. The Parties and their representatives will hold the existence, content, and results of the mediation in confidence. The mediator shall not consider punitive damages. In the event the Dispute is not resolved in said mediation, the Parties agree to submit to binding arbitration before a single arbitrator in the State of Delaware in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, which shall administer the arbitration. In the event of arbitration, each Party will bear its own costs of such arbitration, including its own attorney’s fees and its equal share of arbiter fees. The Parties and their representatives will hold the existence, content, and results of the arbitration in confidence. The arbiter shall not consider punitive damages. The arbiter does not have the authority to alter or modify the terms of this Agreement. Notwithstanding the foregoing, each Party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of this Agreement or a violation of rights either Party has under law, at its own expense, including attorney’s fees.

10. Statute of Limitations. No claim, suit, action, proceeding or other form of litigation of any kind (“**Action**”), regardless of form, may be brought or asserted by one Party (nor its affiliates or their respective officers, directors, employees, or agents) against the other Party (nor its affiliates or their respective officers, directors, employees, or agents) under this Agreement more than one (1) year after the cause of such Action became known to the potential claimant or should have been known to the claimant based on the surrounding circumstances.

11. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed and construed in accordance with applicable United States federal law and the laws of the State of Delaware, without regard to conflict of laws principles. The Parties hereby submit to the jurisdiction of, and waive any venue objections against, the federal and state courts of the State of Delaware for any Action arising out of or relating to this Agreement or the negotiation, validity, or performance of this Agreement.

12. Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13. Term. This Agreement begins on the Effective Date and terminates when Your Account is terminated.

14. Termination. You may choose to terminate Your Account at any time. If you require any assistance in the termination of Your Account, please contact support@circuitree.com. CIRCUITREE may terminate Your Account as provided in this Agreement, including your breach of any of the terms of this Agreement. Upon a termination of this Agreement, CIRCUITREE shall terminate your access to the Services and you shall discontinue all use of the Services. CIRCUITREE shall delete all of Your Data in CIRCUITREE's possession or under CIRCUITREE's control. All sections of this Agreement, which by their nature should survive the termination of this Agreement, will so survive, subject to any survival periods specified therein.

15. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement (i) is entered into by and between, and may be enforced only by, the Parties hereto, and (ii) will not be deemed to (A) create any rights in third parties (other than the Parties' permitted successors and assigns and any persons or entities expressly entitled to indemnity hereunder), including without limitation, a Party's affiliates and their respective officers, directors, employees, and agents, or (B) create any obligations of a Party (nor its affiliates or their respective officers, directors, employees, or agents) to any such third parties.

16. Headings. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

17. Notices. Notices to CIRCUITREE shall be sent to tom@circuitree.com with copies to support@circuitree.com and legal@togetherwork.com. Notices to you shall be sent to the email address provided to CIRCUITREE when you first create Your Account. Notices shall be deemed received on the next business day after being sent.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbiter to be contrary to law, the provision will be modified by the court or arbiter and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement will remain in effect.

19. Waiver. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is to be enforced.

20. Entire Agreement. This Agreement, including any terms or policies referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, understandings, and communications, whether written or oral. In the event of any conflict between the terms of any of

the foregoing, the order of precedence shall be (a) this Agreement and (b) any terms or policies referenced herein.

21. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, CIRCUITREE may assign this Agreement in its entirety, without your consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.