

TERMS OF USE

Last Updated: March 1, 2020

These Terms of Use contain a binding arbitration clause (see Section 4) that impacts your rights about how to resolve disputes.

1. **Introduction.** Castle Branch, Inc., a North Carolina corporation doing business as 123NC.com ("Company"), provides access to public criminal records maintained by the State of North Carolina ("Services").
2. **Acceptance of Terms.** These Terms of Use ("Terms") constitute a legally binding agreement between you ("you"), whether personally or on behalf of an entity, and Company, and govern your access to and use of www.123NC.com ("Site"), including its content, information and Services. You agree that by accessing and using the Site, you read, understand and agree to be bound by these Terms.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are expressly incorporated herein by reference. Company reserves the right, in its sole discretion, to change or modify these Terms, in whole or in part, at any time. Updating the "Last updated" date of these Terms constitute notice to you of changes to these Terms. Your continued use of the Site or Services following notice shall constitute your acceptance of all changes, and each use of the Sites or Services constitutes your reaffirmation to be bound by the Terms then in effect.

IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE SITE, DO NOT PROVIDE ANY INFORMATION TO THE SITE, AND DO NOT PURCHASE ANY INFORMATION ON THE SITE.

3. **Authorized Users.** This Site and its Services are not intended for persons under 18 years of age. In accessing the Site and using its Services, you affirmatively represent that you are at least 18 years old. You should not access the Site or use its Services if you are under 18 years of age.
4. **Arbitration.** Any action, dispute, controversy, proceeding or claim arising out of or relating to these Terms or the Services or the breach thereof, including the arbitrability of such cause of action, claim, or dispute ("Dispute"), shall be settled by binding arbitration. The arbitration shall be commenced and conducted before a single arbitrator of the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and, where appropriate, its Supplementary Procedures for Consumer Related Disputes (collectively "AAA Consumer Rules"), which are available at the AAA [website](#). Notice of demand for arbitration shall be made in writing to the opposing party and to the AAS within a reasonable time after the Dispute. Any award made by the arbitrator shall be final, binding and conclusive on the parties for all purposes, and judgment upon the award may be entered and enforced in any court of competent jurisdiction. Except where otherwise required by applicable AAA Consumer Rules or other applicable law, the arbitration will take place in

New Hanover County, Wilmington, North Carolina, without regard to principles of conflict of laws.

5. **Privacy Policy**

The operation of certain portions of the Site and/or the receipt of certain information may require the submission, use and dissemination of certain personally identifiable information ("PII"). Your use of the Site constitutes acceptance of Company's PII collection and use practices. Please see Company's [Privacy Policy](#), the terms of which are incorporated herein, for further details. Further, Company does not knowingly accept, request or solicit information from children or knowingly market to children. Therefore, in accordance with the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506, if we receive actual knowledge that anyone under the age of 13 provided personal information to Company without the requisite and verifiable parental consent, Company will delete that information from the Site as quickly as reasonably practical.

6. **Limited License.** Provided that you are eligible to use the Site, Company grants you a nonexclusive, nontransferable, revocable, limited license to access and use this Site and to download or print a copy of any portion of the information thereon to which you have properly gained access solely for your personal, non-commercial use. Company may terminate this license at any time for any reason. Except for the limited license set forth in these Terms, Company does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights.

7. **Prohibited Activities.** By accessing, browsing or using the Site, you acknowledge, represent, warrant, and agree to the following restrictions:

- You will not use, intentionally or unintentionally, any of the content, information, or Services on the Site in a manner contrary to or in violation of any applicable international, federal (including without limitation the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act, Driver's Privacy Protection Act, Fair Credit Reporting Act, and Children's Online Privacy Protection Act), state or local law, rule or regulation having the force of law.
- You will not use any information obtained from the Site, or in connection with its Services, to determine an individual's suitability or eligibility for credit, bank accounts, employment, tenancy, insurance, communications and utility services, or any other purpose authorized under section 1681b of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1691 et seq. **COMPANY IS NOT A CONSUMER REPORTING AGENCY**, as defined under section 1681a of the FCRA, and the information provided by the Site has not been collected in whole or part for the purpose of furnishing consumer reports. If you do not have appropriate knowledge of the FCRA, you will consult with an attorney to ensure compliance with the FCRA.

- You will not interfere with any other party's use and enjoyment of the Site or of any of the content, information, or services provided thereon.
- You will not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services or use any network monitoring or discovery software to determine the site architecture or extract information about usage, individual identities, or users.
- You will not use any "deep link," "page scrape," "robot," "spider" or any other device, program, script, algorithm, methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, in order to obtain or attempt to obtain any data, reports, or any other information through any means not purposely made available through the Site.
- You will not attempt to gain unauthorized access to (a) any portion or feature of the Site, (b) any other systems or networks connected to the Site, (c) any Company server, or (d) any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate or prohibited means.
- You will not probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.
- You will not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site.
- You will not use any device, software, or routine to interfere with (1) the proper working of the Site or any transaction conducted on the Site or (2) any other person's use of the Site.
- You will not forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Company on or through the Site.
- You will not use the Site in any other unlawful manner or in a manner that could damage, disparage or otherwise negatively impact the Company.

8. **Unlawful Activity; Remedies for Violations.** Company reserves the right to seek all remedies available at law and in equity for violations of these Terms, including but not limited to (1) the right to block access from a particular internet address to this Site and (2) reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user email addresses, usage history, and IP addresses.

9. **Payment for Services.** As an express condition of your access to the Services, you agree to pay all applicable fees and any applicable taxes ("Costs") with either a MasterCard or Visa ("Payment Card"). The Costs for Services are billed in advance and are non-cancelable and non-refundable. In entering your Payment Card details, you authorize Company to charge your Payment Card for the purchase of a criminal record for the name of each individual about whom you seek criminal background information. It is your responsibility to ensure that sufficient funds are available to cover the charges for the Services, and Company has no liability for any fees that you may incur as a result of its processing of your payment. For pricing details, please visit [Pricing & Billing](#). Company reserves the right to modify the prices at any time.
10. **Disclaimer of Warranties.** THE SITE AND SERVICES AND INFORMATION AVAILABLE ON OR THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DUE TO THE NATURE OF PUBLIC RECORD INFORMATION, THE PUBLIC RECORDS USED IN THE SERVICES MAY CONTAIN ERRORS AS DATA IS SOMETIMES REPORTED OR ENTERED INACCURATELY, PROCESSED POORLY OR INCORRECTLY, AND IS GENERALLY NOT FREE FROM DEFECT. YOU ACKNOWLEDGE AND AGREE THAT (1) COMPANY OBTAINS ITS INFORMATION FROM THIRD-PARTY SOURCES, (2) COMPANY UNDERTAKES NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INFORMATION, AND (3) YOU SHALL NOT RELY ON COMPANY FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH ITS SERVICES.

COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE SITE OR SERVICES OR INFORMATION AVAILABLE ON OR THROUGH IT FOR ANY PURPOSE. COMPANY DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME THE SOLE RISK OF USING AND/OR RELYING ON THE SERVICES AND INFORMATION AVAILABLE ON OR THROUGH THE SITE. THE DISCLAIMERS DESCRIBED ABOVE ARE INAPPLICABLE TO THE EXTENT THEY MAY BE PROHIBITED BY LAW.

11. **Limitation of Liability.** EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, COMPANY IS NOT LIABLE TO YOU FOR CLAIMS OR LIABILITIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER ARISING, INCURRED BY YOU FROM RECEIPT OR USE OF INFORMATION DELIVERED BY THE SITE OR THE UNAVAILABILITY THEREOF.

TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED, COMPANY'S MAXIMUM OBLIGATION TO YOU UNDER ANY AND ALL CIRCUMSTANCES IS THE AMOUNT YOU PAID COMPANY TO USE THE SERVICES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE SITE OR SERVICES OR INFORMATION AVAILABLE ON OR THROUGH THE SITE MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE EVENT THAT GAVE RISE TO THE CAUSE OF ACTION.

12. **Indemnification.** You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to this Site from and against any loss, damage, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms, including your representations and warranties set forth herein; or (3) your violation of the rights of a third party. Notwithstanding the foregoing, we reserve the right, at your expense, to assume exclusive defense and control of any matter for which you are required to indemnify Company, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceedings that is subject to this indemnification upon becoming aware of it.
13. **Electronic Communications, Transactions and Signatures.** Visiting the Site, sending the Company emails, and completing any online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communication be in writing. You agree to waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction that requires an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
14. **Complete Agreement.** These Terms and any policies or operating rules posted by Company on the Site or in respect to the Site constitute the entire agreement and understanding between Company and you.
15. **Severability.** If any provision of these Terms is determined to be unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
16. **Waiver.** The Company's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
17. **Term and Termination.** These Terms shall remain in full force and effect while you use the Site, submit information through the Site, respond to a request for information, complete a purchase, select a method of payment, or enter in payment method. Without limiting any other provision of these Terms, Company reserves the right at any time and without notice to deny access to and use of the Site and to terminate your rights under these Terms for any reason or for no reason.
18. **Contacting Company.** If you have any questions about these Terms or about the content, information or Services on this Site, you may contact Company as indicated on its [support](#) page.