

# CHECK APP TERMS OF USE

Welcome to the Check app, provided by Borromeo Enterprises Inc. ("Company," "we," or "us"). This section outlines the terms and conditions governing your use of our online and/or mobile services, website, and software (collectively the "Service"). By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement") and the collection and use of your information as described in the Check Privacy Policy, regardless of whether you are a registered user. This Agreement applies to all visitors, users, and others who access or use the Service ("Users").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE YOUR UNDERSTANDING OF EACH PROVISION. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THIS AGREEMENT INCLUDES LIMITATIONS AND EXCLUSIONS ON DAMAGES YOU MAY CLAIM AGAINST US AND INDEMNIFICATION OBLIGATIONS YOU OWE TO US. IT ALSO INCLUDES A MANDATORY ARBITRATION OF DISPUTES PROVISION, WHICH REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, EXCEPT WHERE PROHIBITED BY APPLICABLE LAWS.

BY ACCESSING OR USING THE SERVICE, YOU EXPRESS YOUR CONSENT TO THIS AGREEMENT.

## **1. Use of the Service**

### **A. Eligibility**

You may use the Check app only if you are eligible to enter into a binding contract with the Company and in compliance with this Agreement and applicable laws. Users under the age of thirteen (13) are strictly prohibited from creating an account without explicit parental consent. By providing consent for a child under thirteen (13) to use the Service, parents and guardians agree to exercise oversight of the child's usage, ensuring compliance with this Agreement and applicable laws. Parents and guardians are fully responsible and liable for the child's compliance, indemnifying and holding harmless the Company. The Service is not available to users previously removed by us.

### **B. Service Rules**

Prohibited activities include copying, distributing, or disclosing any part of the Service without authorization, attempting to determine source code or algorithms, using automated systems to access the Service, transmitting spam or viruses, interfering with system integrity, collecting personally identifiable information, conducting fraudulent activities, impersonating others, violating applicable laws, and engaging in actions that restrict or harm the Service or its users. Any violation of this Agreement may result in termination of your account.

### **C. License to Use the Service**

Subject to this Agreement, the Company grants you a non-exclusive, limited, non-transferable license to use the Check app for personal, noncommercial use as permitted by its features. The Company reserves all rights not expressly granted herein and may terminate the license at any time.

### **D. Accounts**

Your Check app account grants access to the services and functionality provided by the Company. You must not use another user's account without permission. When creating an account, you must provide accurate information. You are responsible for the activity on your account and must keep your password secure. Notify us immediately of any unauthorized use or security breach. The Company is not liable for losses caused by unauthorized account use. You can control your user profile and interaction settings through available options.

## **2. Service Availability and Our Right to Terminate**

We have the right to modify, suspend, or terminate the availability of the Check app or any of its features, either for individual users or all users, without prior notice. In the event of significant changes to the Service, we will provide at least 30 days' notice. We may permanently or temporarily suspend or terminate your access to the Service without liability, if you violate this Agreement or for any other reason. Even after termination, you are still bound by this Agreement. You are responsible for your mobile data usage, and we advise you to consult your mobile operator for plan details and charges. Your interactions with other users are solely your responsibility. While we may monitor disputes, we are not liable for your interactions or the actions of other users.

## **3. User Content**

Certain sections of the Check app allow users to create and share content, including profile information, images, comments, messages, and other materials (referred to as "User Content"). Please note that User Content does not include any information collected from or about your device. You retain ownership of the User Content you create, but by sharing it through the Service, you grant us a license to use, view, edit, and share your User Content in accordance with your settings and this Agreement. We have the right (but not the obligation) to remove any User Content shared via the Service.

You agree not to post or transmit User Content that: (i) poses a risk of harm, injury, or illness to yourself, others, or animals; (ii) may cause loss or damage to any person or property; (iii) exploits or endangers children; (iv) constitutes or contributes to a crime or tort; (v) contains unlawful, harmful, abusive, defamatory, infringing, invasive, harassing, or objectionable content; (vi) violates any law or contractual obligations; (vii) contains false or outdated information; (viii) violates school or ethical policies; (ix) interferes with other users' experience; (x) solicits or promotes unauthorized activities or businesses; (xi) uses personal or business contact information without permission; or (xii) infringes upon any third-party rights, including Intellectual Property Rights and privacy rights. We reserve the right to reject or remove any User Content that violates these provisions.

By posting User Content, you represent and warrant that: (A) you have obtained consent from all identifiable individuals in the User Content to use their name or likeness as contemplated by the Service and this Agreement; and (B) your User Content and our use of it in accordance with this Agreement do not violate any laws or infringe upon any third-party rights, including Intellectual Property Rights and privacy rights. We do not assume responsibility or liability for User Content posted by you or other users. You are solely responsible for your User Content, and we act as a conduit for its distribution. You acknowledge that you may be exposed to inaccurate, objectionable, or inappropriate User Content and agree that we are not liable for any resulting damages.

For the purpose of this Agreement, "Intellectual Property Rights" include patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark and service mark rights, trade secret rights, and any other intellectual property rights under applicable laws.

#### **4. User Content License Grant**

By posting User Content on the Check app, you grant Company a worldwide, royalty-free, transferable, sublicensable (including through multiple tiers), perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, list, edit, translate, distribute, syndicate, publicly perform, publicly display, and create derivative works of your User

Content. This license includes the right to use your name, voice, and likeness as part of your User Content, in whole or in part, and in any form, media, or technology, whether currently known or developed in the future. The purpose of this license is to allow Company to use your User Content for the Service, as well as for commercial, marketing, advertising, and other related purposes.

## **5. Terms Specific to Mobile Software**

### **A. Mobile Software**

As part of the Check app Service, we provide Mobile Software designed for mobile devices. To use the Mobile Software, you must have a compatible mobile device. We cannot guarantee that the Mobile Software will be compatible with your specific device. By accepting this Agreement, we grant you a personal, non-transferable, revocable license to use the compiled code version of the Mobile Software for your own personal use. However, you are not allowed to modify, disassemble, decompile, or reverse engineer the Mobile Software, except where prohibited by law. You may not distribute, sublicense, or transfer the Mobile Software to third parties, or use it to provide services to third parties. Making unauthorized copies of the Mobile Software is prohibited. You must not interfere with the security features of the Mobile Software or remove copyright or proprietary rights notices. From time to time, we may release upgraded versions of the Mobile Software, which you agree to receive automatically on your mobile device. Any third-party code included in the Mobile Software is subject to the applicable open source or third-party license. The license granted to you does not constitute a sale of the Mobile Software or any copies, and we retain all rights to the Mobile Software. Any attempt to transfer the rights granted under this Agreement, except as expressly provided, is void. We reserve all rights not expressly granted.

If the Mobile Software is acquired on behalf of the United States Government, specific restrictions set forth in this Agreement and applicable laws and regulations apply. The Mobile Software is subject to United States export laws, and you must comply with all applicable laws and regulations related to its use.

### **B. Mobile Software from Apple App Store**

If you obtained the Mobile Software from the Apple App Store, the following terms apply: This Agreement is solely between you and Company, and not with Apple Inc. Apple has no responsibility for the Mobile Software or its content. Your use of the Mobile Software must comply with the current App Store Terms of Service. Apple has no obligation to provide maintenance or support services for the Mobile Software. In case of

any failure to conform to applicable warranties, you may contact Apple for a refund of the purchase price. Apple disclaims any warranty obligations and any other claims related to the Mobile Software. Apple is not responsible for addressing any claims or liabilities arising from your use of the Mobile Software. Any third-party intellectual property infringement claims related to the Mobile Software are the sole responsibility of Company. Apple and its subsidiaries are third-party beneficiaries of this Agreement, and Apple has the right to enforce this Agreement against you as a third-party beneficiary.

### **C. Mobile Software from Google Play Store**

If you obtained the Mobile Software from the Google Play Store, the following terms apply: The Agreement is between you and Company, not with Google Inc. Your use of the Google-Sourced Software must comply with Google's current Google Play Store Terms of Service. Google is only a provider of the Google Play Store and has no obligations or liabilities related to the Google-Sourced Software or this Agreement. Company is solely responsible for the Google-Sourced Software. Google is a third-party beneficiary of the Agreement regarding Company's Google-Sourced Software.

## **6. Our Communications with You**

### **A. Email Communications**

By providing your email address to Check app, you consent to receive Service-related notices and other messages from us via email. These notices may include important information required by law, as well as updates about Service features and special offers. If you do not wish to receive promotional email messages, you can opt out by unsubscribing from our email communications. Please note that opting out may result in not receiving email updates, improvements, or offers.

### **B. SMS/Text Messaging**

We may offer you the option to receive recurring SMS/text messages through our Text Messaging Program. These messages may include communications from your Family or Circle members, monitoring alerts, or emergency notifications such as significant motor vehicle collisions involving a Circle member or if you are listed as an emergency contact. By participating in the Text Messaging Program, you agree to receive SMS/text messages on the mobile phone number you provided. You confirm that the mobile number provided is accurate and that you have the authority to enroll the designated number for receiving text messages. You understand and acknowledge that the messages may be sent using an automatic telephone dialing system, standard message and data rates may

apply, and the frequency of messages may vary. The availability of the Text Messaging Program may vary depending on carriers and mobile phone models, and carriers are not liable for any delays or undelivered messages. We are not responsible for any delays in sending or receiving text messages and reserve the right to modify the Text Messaging Program at any time. For assistance with text messages, you can reply "HELP" to any message received through the program. To unsubscribe from text messages, reply "STOP" to any message received through the program. Please be aware that upon unsubscribing, you may receive one final text message confirming your request. You can also unsubscribe or seek help by emailing us at [hello@checkapp.com](mailto:hello@checkapp.com). Please note that opting out of text message alerts may prevent us from contacting you with important messages related to the Service or your Circle members. However, in case of emergencies or account inquiries, we will attempt to reach you through other means, such as push notifications or email.

## **7. Our Proprietary Rights**

Except for your User Content, all materials, services, and information within the Check app, including but not limited to information, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, content, reports, features, functionality, design, presentation, analyses, and data generated, collected, or transmitted through the Service or Mobile Software, the overall visual and user experience of the Service, and User Content belonging to other Users (referred to as "Company Content"), along with all associated Intellectual Property Rights, are the exclusive property of Check app and our licensors, including Users who post User Content. This Agreement does not grant you a license to any Intellectual Property Rights except as expressly stated. You are prohibited from selling, licensing, renting, modifying, distributing, copying, reproducing, transmitting, publicly displaying, publicly performing, publishing, adapting, editing, or creating derivative works from any Company Content. Any unauthorized use of the Company Content, not expressly permitted by this Agreement, is strictly prohibited.

You may choose to submit comments or ideas about the Service, including suggestions for improvement ("Ideas"). By submitting any Idea, you acknowledge that your disclosure is voluntary, unsolicited, and unrestricted, and it does not create any fiduciary or other obligation for Check app. We are free to use the Idea for any purpose without compensating you and may disclose it on a non-confidential basis. You also acknowledge that our acceptance of your Idea does not waive our rights to use similar or related ideas previously known to us, developed by our employees, or obtained from other sources. We have no obligation to review, consider, or implement any Idea. By

submitting an Idea, you agree that it does not infringe upon any third-party rights, including Intellectual Property Rights or rights of privacy.

## **8. Our Proprietary Rights**

The Check app offers various features that may or may not be accessible to you, depending on your selection and, if applicable, payment or subscription. Some features of the Service require the installation of Mobile Software on the relevant devices. Please note that not all Service features may be available in your country. See below for more information.

### **A. Location Information and Driving Event Features**

Specific features of the Service are designed to gather and share location information about you and other users of the Service, as well as monitor driving behaviors. To utilize these features, the Service collects location, sensory, and motion data from your mobile device. This data is used to share location information, detect and analyze driving behavior and events (such as speeding, hard braking, distracted driving, collisions, precise location history, and vehicle movements), provide emergency response services, generate reports, and enable the functionality of the Service. It's important to note that this data is collected even if you are not the driver, so please ensure you have the necessary permission from the driver to collect such information. If you don't have permission, make sure to deactivate the location services, driver behavior reporting, and crash detection features. By using the location services, driver behavior, and detection features while in a motor vehicle, you confirm that you are the driver or have obtained consent from the driver for Check app to collect and use location, movement, and driving behavior information from your device to provide the Services and for other purposes as outlined in our Privacy Policy.

To ensure proper functioning, these features require the corresponding Mobile Software to be installed on the device from which location and movement data will be provided. Additionally, access to location, sensory, and motion data from your smartphone or mobile device is necessary. If the device permissions and settings allowing access to this data are not properly configured or enabled, these features may not work correctly. Furthermore, various factors can affect their functionality, such as the device being powered on and connected to the wireless service provider's network (not Wi-Fi), the status of location services, the usage of the Service or any blocks on the device, ongoing phone calls, and other factors.

Currently, Location Information and Driving Event features are available only in the United States.

## **B. Family Safety Assist**

The Check app's Family Safety Assist Service offers users various emergency and safety-related features and services, including crash detection, emergency dispatch service, roadside assistance, driver behavior reports and monitoring, and more. The Family Safety Assist Service provides certain basic features and services to all Check app users ("Basic Features"), while additional features and services are available to users with paid membership subscriptions offering different levels of benefits based on their membership plan ("Subscription Features"). Some of the Family Safety Assist features and services are provided by third-party partners ("Third Party Providers"). These services from Third Party Providers may require additional registration and are subject to their respective terms and conditions.

Please note that Family Safety Assist features are currently available only in the United States.

## **C. Google Actions (don't use this section)**

The Check app offers the Check, Action on Google (referred to as the "Action"), which is a voice-driven feature that enables you to access specific information about your Check app account and Family Circle. You can use the Action on smartphones (via the Google Assistant App), smart speakers (such as Google Home and Google Mini), and other devices connected to the Google Assistant service. For instance, you can use your Assistant-enabled device (e.g., Google Home) to interact with Check app through voice commands, such as inquiring about the location of any member in your Family Circle.

To utilize the Action, you need to speak commands and questions aloud to the Assistant, and you will receive a response displayed on a screen and/or through audio output on your device. For example, asking "Where is my Family?" will provide a response with the names, locations, and other relevant information about members of your Family Circle on any device where the Check app Action is enabled. Any communication between you and Check app via Google Assistant is considered authorized by you, and any responses from Check app through Google Assistant are considered communications to you. By enabling the Check app Action on your Google Assistant device, you grant authorization for Check app to provide information to that device. You are responsible for all vocal commands and data transmitted while using the Action, including any unauthorized access by a third party.



You are solely responsible for how you use the Action and all interactions with Check app through the Action. It is important to be mindful that someone other than yourself may interact with Check app through the Action on your device or overhear your interactions, potentially obtaining information about the location of members in your Family Circle. To protect the privacy of your Check app account and the information of your Circle members, it is advised to be aware of your surroundings and utilize available security features on your device(s) such as voice match, PINs, or passwords. We may notify your Circle members if you have enabled the Action.

Google Assistant is a service provided by Google, operating on Google's systems. Your use of Google Assistant-enabled devices to access the Action is subject to your agreements with Google and Google's privacy policy. Google Assistant (including the devices it is installed on) and/or Google may record your interactions with the Action or Google Assistant. By using the Action, you consent to the information exchanged in your interactions with the Check app Action being shared with Google. Please review your agreements with Google and Google's privacy policy to understand how they handle these interactions. Check app is not affiliated with Google and is not responsible for your agreements with Google or its products and services. Check app is not responsible for the functioning of Google Assistant or Assistant-enabled devices, nor for any inaccuracies resulting from using the Action. Interruptions or errors, such as voice recognition failures or misinterpretation of vocal commands, may occur while using the Action. If you are uncertain about the accuracy of the information provided through the Action, please access your Check app account using the Check app mobile app.

Even if you do not utilize the Check app Action on a Google Assistant-enabled device, your personal information, including location, may be shared with Google and individuals who have access to a device where the Check app Action has been enabled by a member of your Circle. You can opt-out of this information sharing by requesting that your Circle member unlink the Action from all Assistant-enabled devices or by leaving the Circle.

Please note that the availability of the Check app Action may vary by jurisdiction. Check app reserves the right to change, suspend, or discontinue the Action or any part of it without prior notice.

The Google Assistant service is currently available only in the United States.

#### **D. Digital Safety**

The Check app provides the Check Digital Safety service, offering various features such as data breach alerts, identity protection and restoration, and credit monitoring. We have established partnerships with third-party providers to deliver these services to you. To

provide you with these services, we may share your Personal Information with our partners.

If you are a member of a Check Circle, you have the choice to opt-in to ID protection and data breach alerts for yourself and the entire Circle. In such cases, every member of the Circle will have visibility into ID protection and data breach alerts for all other members in the same Circle. You can opt out of receiving data breach alerts or identity theft protection at any time by accessing your settings and selecting the "Digital Safety" option. By opting out, you will no longer receive the respective services, and you will no longer share such information with your Circle.

The Check Digital Safety service is currently available in the United States only.

## **9. Additional Policies and Information About the Service and Service Features**

This section provides additional policies and information regarding the Service and its features, including details about geographic coverage, billing policies, and pricing and payment terms.

### **A. Geographic Coverage**

The Service is intended for residents of the contiguous U.S., Alaska, Hawaii, and, as specifically mentioned above. Please note that some features of the Service may not function properly in areas outside the wireless service coverage area for the mobile device on which the Mobile Software is installed.

### **B. Billing Policies**

By opting to use Subscription Features, you agree to the pricing and payment terms, which may be updated by the Company from time to time. The Company reserves the right to introduce new features for additional fees and charges or modify fees and charges for existing services at its sole discretion. Any changes to the pricing or payment terms will be effective in the billing cycle following notice of such change provided to you as outlined in this Agreement.

### **C. Pricing and Payment Terms**

#### **i. Advance Payment for Subscription/Access Fees**

All subscription and access charges for Subscription Features must be paid in advance. The Company is not liable for any charges or expenses you incur as a result of charges billed in accordance with this Agreement (e.g., overdraft fees, exceeding credit card limits, etc.). By providing a credit card number or other authorized payment method (e.g., certain PayPal accounts or in-app payments from third parties like Apple or Google) with advance authorization features, you authorize the Company to continue charging the designated payment method for all charges owed to the Company, including taxes, until your account is settled and your subscription is terminated by either you or the Company. The Company reserves the right to restrict the number of accounts that can be charged to a credit card or other payment or identification method per unique user.

## **ii. Trial Period for Subscription Accounts**

After initially registering for a paid membership subscription, you may be granted an initial trial period. During this trial period, certain Subscription Features may not be accessible at the Company's sole discretion. You have the option to cancel your account at any time during the trial. If you wish to change your account type, you may do so at any time, either before or after the trial period. Each person (credit card or other unique payment or identification method) is limited to one trial per twelve (12)-month period. Failure to cancel your account during the trial will result in charges based on the account type selected during registration. To cancel a subscription to a Subscription Feature at any time, please send an email to [hello@getcheckapp.com](mailto:hello@getcheckapp.com).

## **iii. Accepted Payment Methods**

The Company accepts credit and debit cards issued by VISA, MasterCard, American Express, and Discover. In-app payments from third parties like Apple or Google are also accepted. For security purposes, the Company requires the security code of your debit or credit card to help prevent unauthorized use by others. This security code is a unique three- or four-digit number associated with your card, which may be printed on the front of the card above the embossed account number (in the case of American Express), or on the back of the card within the signature panel (in the case of Visa or MasterCard). If the Company is unable to charge the card provided (e.g., expired credit card), you will receive a notice to update your card information. You will have a grace period of fourteen (14) days to update your billing information. Failure to update the account within the grace period will result in the termination of your subscription by the Company.

## **iv. Changes in Pricing**

Prices for Subscription Features are subject to change at the sole discretion of the Company. If changes occur and you are currently subscribed to Subscription Features,

the Company will notify you of the change through the Service or via email, as determined by the Company or as required by applicable law, at least thirty (30) days prior to the effective date of the change. Your continued use of the Subscription Features after the price changes become effective signifies your agreement to pay the revised amount. If you do not agree to the new prices, please follow the instructions provided in the "Cancel Subscription Features or Close Your Account" section below. You (and not the Company) are responsible for any charges or fees payable to third parties in connection with the Service, such as ambulances and other emergency responders.

#### **D. No Refunds**

You have the option to cancel your account at any time. However, unless prohibited by applicable law, we do not provide refunds for any unused time on a subscription, license or subscription fees for any part of the Service, content or data associated with your account, or any other items. When you cancel any Subscription Features, your subscription will remain valid until the completion of your current paid period. To clarify, if you purchase an annual subscription and cancel it two months into the year, you will not receive a refund for the remaining months but will continue to enjoy the Subscription Features for the remaining ten months that you have already paid for.

#### **E. Payment Information; Taxes**

All information you provide for purchases, transactions, or any other monetary interactions with the Service must be accurate, complete, and up to date. You are responsible for paying all charges incurred by users of your credit card, debit card, or any other payment method used for purchases, transactions, or any other monetary interactions with the Service, at the prices in effect when the charges are incurred. You are also responsible for any applicable taxes related to such purchases, transactions, or other monetary interactions.

#### **F. Battery Usage**

The use of the Service or Service features that require the Mobile Software may significantly drain the battery of your device. It is recommended to limit the usage of these services or other applications on your device to when they are necessary (e.g., disabling certain Service features when not driving) or, if possible, keeping your device connected to a power source, such as by plugging it in.

### **10. Terminate Subscription Features or Close Your Account**

You have the option to terminate your Subscription Features or close your account at any time. To do so, please contact us by sending an email to [hello@getcheckapp.com](mailto:hello@getcheckapp.com). Include your name, the email address associated with your account, and a phone number where you can be reached. Please note that it may take up to five (5) business days to process your cancellation request.

## **11. No Professional Advice**

If the Service provides any professional information, such as medical or legal information, it is for informational purposes only and should not be considered as professional advice. You should not take any action based on the information provided in the Service. For professional advice, seek guidance from a licensed and/or qualified professional in the relevant field.

## **12. Privacy**

We value the privacy of our Users. Please refer to our Privacy Policy to understand how we collect, use, and disclose information about you, including device data, location, sensory and motion data. By using the Service, you consent to the collection, use, and disclosure of your personal information for the purposes described in our Privacy Policy.

## **13. Security**

We take the security and integrity of your personal information seriously. However, we cannot guarantee that unauthorized third parties will never be able to bypass our security measures or misuse your personal information. By providing your personal information, you acknowledge and accept the associated risks.

## **14. Third-Party Links**

The Service may include links to websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Company. If you click on any of these links, you will be leaving the Service. Company does not endorse or assume responsibility for any third-party sites, information, materials, products, or services. When you access a third-party website from the Service, you do so at your own risk, and this Agreement and Company's Privacy Policy do not apply to your use of those sites. You release Company from any liability arising from your use of any third-party website, service, or content. Additionally, any dealings or participation in promotions with

advertisers found on the Service are solely between you and those advertisers, including payment, delivery of goods, and any other terms. Company is not responsible for any loss or damage resulting from your dealings with such advertisers.

## **15. Indemnity**

You agree to defend, indemnify, and hold Company, our subsidiaries, agents, licensors, managers, and other affiliated companies, as well as their employees, contractors, agents, officers, and directors, harmless from any claims, damages, obligations, losses, liabilities, costs, or debts, including legal fees, arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including but not limited to your breach of any representations and warranties stated herein; (iii) your violation of any third-party rights, including but not limited to privacy rights or intellectual property rights; (iv) your violation of any applicable law, rule, or regulation; (v) any claim or damages arising from your User Content or any User Content or other information submitted through your account, including any ideas; or (vi) any other party's access and use of the Service using your unique username, password, or other security code.

## **16. No Warranty**

Please note that the disclaimers provided below may not apply to you depending on the jurisdiction, where certain warranties cannot be disclaimed.

The Service is provided "as is" and "as available." Your use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without any warranties, whether express or implied. This includes, but is not limited to, warranties of merchantability, fitness for a particular purpose, privacy, security, accuracy, timeliness, quality, or non-infringement. No advice or information, whether oral or written, obtained from Company or through the Service will create any warranty not expressly stated in this Agreement.

Without limiting the foregoing, Company, our subsidiaries, affiliates, and licensors do not warrant that: (i) the Service or the results obtained from using the Service (such as data, information, location, crash detection or reporting, emergency assistance, etc.) will be accurate, reliable, error-free, or correct; (ii) the Service or the results obtained from using the Service will meet your requirements; (iii) the Service will be available at any particular time or location, timely, uninterrupted, or secure; (iv) any defects or errors will be corrected; or (v) the Service is free of viruses or other harmful components. Any content

downloaded or obtained through the use of the Service is done at your own risk, and you will be solely responsible for any damage to your computer system, mobile device, or loss of data resulting from such download or use of the Service.

Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service. Company will not be a party to or monitor any transaction between you and third-party providers of products or services.

## **17. Limitation of Liability**

To the maximum extent permitted by applicable law, Company, our affiliates, agents/mandataries, directors, employees, suppliers, or licensors shall not be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of or inability to use the Service. Under no circumstances shall Company be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Service, your account, or the information contained therein.

To the maximum extent permitted by applicable law, Company assumes no liability or responsibility for any of the following: (i) errors, omissions, mistakes, or inaccuracies in the Service or results obtained from using the Service (such as data, information, location, crash detection or reporting, emergency assistance, etc.); (ii) personal injury, death, or property damage resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or similar harmful components transmitted to or through our Service by any third party; (vi) any errors or omissions in any content or any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; (vii) user content or the defamatory, offensive, or illegal conduct of any third party; and/or (viii) any action or inaction of third parties. In no event shall Company, our affiliates, agents/mandataries, directors, employees, suppliers, or licensors be liable to you or any user for any claims, proceedings, liabilities, obligations, damages, losses, or costs exceeding the amount you paid to Company hereunder in the six months prior to the event giving rise to the liability, or one hundred dollars (US \$100.00), whichever is greater.

This limitation of liability applies regardless of the basis of liability, whether it is contract, tort, negligence, strict liability, or any other legal theory, even if Company has been

advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some jurisdictions, including Quebec, may not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Agreement grants you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this Agreement shall not apply to the extent prohibited by applicable law.

Any legal actions arising with respect to the Service shall, unless prohibited by applicable law, be barred unless written notice thereof is received by Company within one year from the date of the event giving rise to such legal action.

The Service is controlled and operated from facilities in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own discretion and are solely responsible for complying with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## **18. Governing Law and Dispute Resolution**

### **A. Governing Law**

You agree that: (i) the Service is solely based in Texas; and (ii) the Service is deemed a passive one that does not establish personal jurisdiction over Company, either specific or general, in jurisdictions other than Texas. This Agreement shall be governed by the internal substantive laws of the State of Texas, without regard to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing provisions regarding substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Collin County, Texas for any actions for which Company retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent



actual or threatened infringement, misappropriation, or violation of its copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

## B. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY BECAUSE, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IT REQUIRES THE PARTIES TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. In the event that a dispute between you and Company cannot be resolved within sixty (60) days, except where prohibited by applicable law, both parties agree to resolve any claim, dispute, or controversy (excluding any Company claims for injunctive or other equitable relief) arising out of or in connection with this Agreement or its breach (collectively, "Claims") through binding arbitration conducted by the Judicial Mediation and Arbitration Services ("JAMS") under the Optional Expedited Arbitration Procedures in effect for JAMS, except as otherwise provided herein. The arbitration shall take place in Collin County, Texas, unless mutually agreed otherwise by you and Company. Each party shall be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. The arbitrator's award shall include the costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This Section shall not prevent Company from seeking injunctive or other equitable relief from a court to protect its proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND UNLESS OTHERWISE AGREED BY BOTH PARTIES, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## 19. Contacts and Complaints

If you have any questions or complaints regarding the Service, please contact us by sending an email to [hello@getcheckapp.com](mailto:hello@getcheckapp.com). Please note that email communications may not be secure, so avoid including credit card information or other sensitive details in your email correspondence with Company. If you are a resident of Texas, you can contact the Complaint Assistance Unit of the Division of Consumer Services of Texas Department

of Consumer Affairs by mail at PO Box 12548, Austin, TX 78711, or by phone at (512) 463-2100 or (800) 252-8011.

## **20. General**

### **A. Assignment**

You may not transfer or assign this Agreement, including any rights and licenses granted hereunder. However, Company may assign this Agreement without any restrictions. Any attempted transfer or assignment in violation of this provision will be deemed null and void.

### **B. Notification Procedures and Changes to the Agreement**

Company may provide notifications to you through email notice, written notice, or by posting the notice on our website or mobile application, as determined by Company in its sole discretion or as required by applicable law. Company reserves the right to choose the form and means of providing notifications, but you may opt out of certain notification methods as described in this Agreement. Company is not responsible for any automatic filtering applied to email notifications by you or your network provider. Company may modify or update this Agreement from time to time at its sole discretion, without prior notice to you (except where required by applicable law). It is recommended that you periodically review this page. When there are material changes to the Agreement, the "last modified" date at the bottom of this page will be updated. Your continued use of the Service after any such changes constitutes your acceptance of the Agreement. If you do not agree to any of these terms or any future modifications, do not use or access (or continue to access) the Service.

### **C. Entire Agreement/Severability**

This Agreement, along with any amendments and additional agreements you enter into with Company in connection with the Service (including supplemental terms referenced herein and our Privacy Policy), constitutes the entire agreement between you and Company regarding the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

### **D. No Waiver**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. The failure of Company to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

### **E. Contact**

For any inquiries regarding this Agreement, please contact us at [hello@getcheckapp.com](mailto:hello@getcheckapp.com).

This Agreement was last modified on July 14, 2023.

### **F. Language**

Both you and Company expressly request and require that this Agreement and all related documents be drawn up in the English language.