

Website Terms of Use Agreement

Last reviewed & updated: Oct. 16th, 2018

1. OVERVIEW

This Website Terms of Use Agreement (the "Agreement") sets forth the general terms and conditions of your use of the BlueCheck website(s) (the "Site") and the personal identity and age verification services accessed through the Site (individually and collectively, the "Services"). This Agreement is entered into by and between BlueCheck, Inc., a Delaware corporation ("BlueCheck"), and you, and is made effective as of the date of your use of the Site, the Services, or the date of electronic acceptance.

The terms "you", "your", "User", or "customer" shall refer to any individual or entity who accepts this Agreement or uses the Services. Unless expressly provided herein, nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

BlueCheck may, in its sole discretion, change or modify this Agreement, or any policies, terms or conditions incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the Site. Your use of the Site or Services after such changes or modifications shall constitute your acceptance of the Agreement as last revised.

BY ACCESSING, VISITING, USING OR ATTEMPTING TO INTERACT WITH ANY PART OF THE SITE, OR THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SITE OR SERVICES.

2. ELIGIBILITY AUTHORITY

This Site and Services are available only to Users who are eighteen (18) years of age or older. By using the Site or Services, you represent and warrant that you are at least 18 years of age. If you are not at least 18 years of age, you must not access the Site.

3. PERSONAL INFORMATION

While accessing the Site or using the Services, you may provide certain details or other personal information such as name, address, phone number, date of birth or email address. It is a condition of your use of the Site and Services that all information you provide will be correct, current and complete.

By using the Site or Services, you hereby provide your consent to use your information in accordance with the BlueCheck Privacy Policy and agree to BlueCheck making an identity and age verification request and disclosing, comparing, and verifying your personal

information against commercially available databases that are regularly used for the purposes of age and identify verification.

4. ACCURACY OF PERSONAL INFORMATION AND DOCUMENTATION PROVIDED

YOU CERTIFY, UNDER PENALTY OF LAW, THAT THE PERSONAL INFORMATION YOU PROVIDE WHILE USING THE SITE OR SERVICES, INCLUDING BUT NOT LIMITED TO YOUR NAME, DATE OF BIRTH, PHOTOGRAPHIC IDENTIFICATION, OR OTHER PERSONAL DOCUMENTATION IS TRUE AND CORRECT. YOU UNDERSTAND THAT KNOWINGLY PROVIDING, PRODUCING, TRANSFERRING OR USING A MEANS OF IDENTIFICATION OF ANOTHER PERSON, OR OTHER FALSE IDENTIFYING INFORMATION MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES UNDER APPLICABLE LAW.

5. GENERAL RULES OF CONDUCT AND PROHIBITED USES

You agree not to access or use the Site or Services in any manner (as determined by BlueCheck in its sole and absolute discretion):

- That violates any applicable federal, state, local or international law or regulation, or advocates, promotes or assists in any unlawful act;
- That violates the rights of any person or entity under applicable laws or regulations applicable to you, another User, and/or BlueCheck, including violation of privacy or publicity rights, infringement of any copyright, patent, trademark, trade secret or other intellectual property right;
- That transmits or introduces material that may be deemed threatening, obscene, abusive, harassing, discriminatory or grossly offensive;
- That promotes or engages in any spam or unsolicited bulk email;
- That monitors or attempts to gain access to: a computer not belonging to you; any data, information or communication on any network or system not owned by you; any system or network user accounts or passwords; or email addresses, screen names or other personal information;
- That is false, deceptive, misleading or fraudulent;
- That monitors or copies material on the Site for any unauthorized purpose or accesses the Site via any automatic device, process or means of access such as a robot or spider; or,
- That may have a detrimental effect on the Site's function, user interaction or security, including but not limited to: (a) gaining unauthorized access to, or attempting to compromise the security of, any network system, facility, equipment, data or information; (b) attempting to intercept, redirect or otherwise interfere with communications intended for others; (c) disabling, damaging, overburdening or impairing the Site or any server, computer or database connected to or accessed by the Site; (d) modifying, blocking or interfering with the display of the Site; (e) interfering with another user's ability to access or use the Site; (f) transmitting or introducing any malicious or harmful element to the Site such as spyware, a virus,

Trojan horse, worm or logic bomb; (g) performing, without BlueCheck's express prior written authorization, scalability testing, load testing, probing, scanning, penetration or vulnerability testing of the Site; and (h) engaging in any activities that result in any server being the target of a denial of service attack.

Further, you agree that you will not:

1. Copy or distribute any part of the Site or the Services, except where expressly authorized by BlueCheck.
2. Modify or alter any part of the Site or any of its related technologies.
3. Access BlueCheck Content (as defined below) through any means other than through this Site itself, or as BlueCheck may designate.

BlueCheck reserves the right to modify, change, or discontinue any aspect of this Site or the Services at any time.

6. BLUECHECK CONTENT

All content available through the Site or the Services, including design, texts, graphics, scripts, source code, API, photos, images, video, information, audio and other files, their selection and arrangement, and all software used to provide the Services, including all trademarks, service marks, and logos contained therein (collectively, "BlueCheck Content"), are the property of BlueCheck. BlueCheck Content may not be modified, copied, reproduced, transmitted, distributed, posted, downloaded, displayed, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any BlueCheck Content. Any use of BlueCheck Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services. BlueCheck Content is provided to you "as is", "as available" and "with all faults." All rights to use BlueCheck Content that are not expressly granted in this Agreement are reserved by BlueCheck.

7. THIRD PARTY PRODUCTS AND SERVICES

7.1 Third Party Providers. BlueCheck may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. You should confirm the terms of any purchase and the use of goods or services with the third party provider with whom you are dealing. BlueCheck does not make any representations or warranties regarding, and is not liable for, the quality or availability of goods or services provided by a third party. BlueCheck is not an agent, representative, trustee or fiduciary of you or the third party in any transaction.

7.2 Third Party Websites. The Site or the Services may contain links to other websites that are not owned or controlled by BlueCheck ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sounds, video, information, and other

content or items belonging to or originating from third parties ("Third Party Content"). BlueCheck is not responsible for Third Party Sites or Third Party Content. Third Party Sites and Content are not investigated, monitored, checked for accuracy, completeness, or appropriateness. If you access Third Party Sites or use Third Party Content, you do so at your own risk. You should review any applicable terms and policies of any website to which you navigate.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICES IS AT YOUR OWN RISK AND THAT THE SITE AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". BLUECHECK, IT'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BLUECHECK, IT'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT

(I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE SITE,
(II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY LINKED SITES, AND/OR
(III) THE SERVICES FOUND AT THIS SITE OR ANY LINKED SITES, AND BLUECHECK ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

YOU ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION PROVIDED BY BLUECHECK, IT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS (INCLUDING CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL BLUECHECK, IT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY THIRD PARTY PROVIDER, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THE LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

10. INDEMNITY

You agree to protect, indemnify and hold harmless BlueCheck, it's officers, directors, employees, agents, and third party service providers from all claims, demands, costs, expenses, losses, liabilities and damages of any kind (including attorneys' fees) imposed upon or incurred by BlueCheck arising from (i) your use of the Site or the Services; (ii) your violation of any provisions or terms of this Agreement; and/or (iii) your violation of any third-party right, including any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services.

11. COMPLIANCE WITH LOCAL LAWS

BlueCheck makes no representation or warranty that the content available on this Site or the Services are appropriate in every country or jurisdiction, and access to this Site or the Services from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services are responsible for compliance with all local laws, rules and regulations.

12. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY; ARBITRATION

This Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of Texas, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to this Agreement shall be brought in the state or federal courts of Travis County, Texas, and you hereby consent to jurisdiction and venue in the state and federal courts of Travis County, Texas.

Both parties waive trial by jury and agree that, except as provided herein, all disputes (including any disputes involving interpretation, applicability, enforceability or formation of the Agreement) will be resolved by binding, individual arbitration under the American Arbitration Association's rules. In the event the American Arbitration Association is unable or unwilling to set a hearing date within one hundred and sixty (160) days of filing the case, either party may elect to have the arbitration administered by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

This dispute resolution provision will be governed by the Federal Arbitration Act. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement.

13. TITLES; HEADINGS; COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant in this Agreement shall be construed to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision, or portion of a provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions, or portions of provisions of this Agreement shall not be affected and shall be found to be valid and enforceable to the fullest extent permitted by law.