

# Terms of Service

Last Updated: November 28, 2017

## 1. This is a Legally Binding Agreement between You and UCheck

By downloading the UCheck iPhone application (the “App”), and/or using any services provided by the App, you agree to the following Terms and Conditions of Use (hereafter “Agreement” or “Terms of Use”). This Agreement sets forth the legally binding terms and conditions which are applicable to your use of UCheck’s services (hereafter the “Service”, or “Services”). These Terms of Use may be amended from time to time by UCheck (“Company”) in its sole discretion.

UCheck will post a notice on its website at [www.u-check.us](http://www.u-check.us) (the “Site”) any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use before using the Service, and to read them again whenever you receive notice that these Terms of Use have been updated. If at any time you find these Terms of Use unacceptable, you must immediately delete the App and cease all use of the Service. UCheck reserves the right to terminate the account of any user at any time.

YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. IF YOU ARE UNDER THE AGE OF 18 YEARS OLD, YOU REPRESENT THAT YOU ARE AT LEAST 14 YEARS OLD AND THAT YOUR PARENT OR LEGAL GUARDIAN CONSENTS TO YOUR USE OF THE SERVICE.

## 2. Privacy Policy

UCheck respects your privacy and permits you to control the treatment of your personal information. A complete statement of UCheck’s current privacy policy can be found by clicking [here](#). UCheck’s privacy policy is expressly incorporated into this Agreement by this reference.

## 3. Description of Services

UCheck provides a mobile phone application which allows shoppers in participating convenience stores to both scan and pay for consumer goods using the UCheck iPhone application.

UCheck’s iPhone application is available to individual users, and is available for non-commercial use only. If you are a registered, individual user of UCheck, you hereby warrant and represent that your use of the Service is for personal, non-commercial purposes.

## 4. Limited License to Use Services

If and when you use the App in connection with the Service, the technology enabling you to do so is deemed under this Agreement to be licensed to you by the UCheck for your personal, non-commercial use only. UCheck does not transfer either the title or any of the intellectual property rights to the underlying software of the Services, and UCheck retains full and complete title to any and all intellectual property rights currently belonging to UCheck. Nothing contained on the Site, App or offered in the Services should be understood to grant you a license to use any of the trademarks, service marks, or logos owned by UCheck.

## **5. Using the App to Purchase Consumer Goods**

### **5.1. Participating Stores**

You hereby agree and take sole responsibility for ensuring that a given store is a participating store partnering with UCheck to allow your use of the Service for purchasing goods in said store. You hereby agree to only use the Service in participating stores.

### **5.2. In-Store Purchase Check-Out Procedures**

You hereby agree to comply with, and follow the check-out procedures of participating stores that make the Service available to their shoppers. You hereby also agree that you will comply with any request from participating store clerks and loss-prevention staff to validate and verify accurate and complete payment for goods purchased by you using the Service. YOU HEREBY EXPRESSLY AGREE TO HOLD UCHECK HARMLESS FOR ANY ACTION IN TORT ARISING FROM YOUR USE OF THE SERVICE AND RESULTING IN ANY DISPUTE, CONFLICT OR VIOLATION BETWEEN OR BY YOU AND/OR ANY PARTICIPATING STORE.

### **5.3. No Guarantees or Warranties from UCheck**

UCheck hereby expressly disclaims any warranties or guarantees for goods purchased by you in participating stores using the Service. You hereby agree and understand that any customer satisfaction issues in regards to products purchased by you using the Service are to be resolved between you and the participating store.

### **5.4. Third Party Services and Promotions**

UCheck may offer the services and/or promotions of third parties to you in connection with your use of the Service. Your participation in such services and promotions will be subject to the terms of those third parties. You agree to review, and take sole responsibility for complying with, the terms governing your participation in third party services and promotions in connection with your use of the Service.

### **5.5. UCheck Payment Processing**

UCheck uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing services. By using the Braintree payment processing services you agree to the Braintree Payment Services Agreement available at <https://www.braintreepayments.com/legal/gateway-agreement>, and the applicable bank agreement available at <https://www.braintreepayments.com/legal/bank-agreement>.

### **5.6. Refund Policy**

All sales are final. Refund can only be issued with the consent from both the participating store and UCheck. Please contact UCheck customer services for refund requests.

## **6. Prohibited Uses**

UCheck imposes certain restrictions on your permissible use of the App and the Service. Using the App in any manner that violates the prohibitions in this section may result in the immediate revocation of your license for access to, and use of, the Service. You are prohibited from violating or attempting to violate any security features of the App, Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, Site, App, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means

of submitting a virus to the or Service, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”; (d) using the Site or Service to upload, host or transmit the following items, including, without limitation, unsolicited e-mail, SMS messages, worms, Trojan horses or code of a destructive nature, promotions or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by UCheck in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

## **7. Alleged Violations**

UCheck reserves the right to revoke your license and terminate your use of the Service and/or the App. To ensure that UCheck provides a high-quality experience for you and for other users of the App and the Service, you agree that UCheck or its representatives may access your account and activity on a case-by-case basis to investigate complaints or allegations of abuse, violations of third party rights, or other unauthorized uses of the Site or the Service. UCheck does not intend to disclose the existence or occurrence of such an investigation unless required by law, but UCheck reserves the right to terminate your account or your access to the App or Service immediately, with or without notice to you, and without liability to you, if UCheck believes that you have violated any of the Terms of Use, furnished UCheck with false or misleading information, interfered with use of the App or the Service by others, or used the Service in any manner prohibited by law.

## **8. Indemnification**

You hereby agree to indemnify and hold harmless UCheck, its assignees, and/or successors in interest from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach or alleged breach of your warrant, representation or agreement, express or implied, made by you herein, which results in a judgment by a court of competent jurisdiction.

## **9. No Warranties**

UCHECK HEREBY DISCLAIMS ALL WARRANTIES. UCHECK IS MAKING THE APP AND SERVICE AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE APP OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UCHECK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE APP, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. UCHECK DOES NOT WARRANT THAT THE APP OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE APP OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, VIRUS OR ERROR-FREE, OR THAT DATA DISPLAYED BY THE SERVICES WILL BE ACCURATE OR RELIABLE.

## **10. Limited Liability**

UCheck's liability to you is limited. To the maximum extent permitted by law, in no event shall UCheck, its affiliates or suppliers be liable for damages of any kind (including, but not limited to, special, incidental, or consequential damages, lost or compromised data, lost profits or revenue due to service interruption or computer failure, regardless of the foreseeability of those damages) arising out of or in connection with your use of the app or services of UCheck. You hereby agree that UCheck's liability to you will not exceed any fees paid by you to UCheck for the service. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

## **11. User Responsibilities**

11.1. You will ensure the name and email address provided in your account registration is valid at all times, and you will keep your contact information accurate and up-to-date.

11.2. You hereby agree that you will not transfer your account to anyone, and that you will not allow anyone else to use your personal UCheck account.

11.3. In addition to the prohibited uses outlined in Section 6, you will also not use the Site or Services for any unlawful purposes or to conduct any unlawful activity, including but not limited to theft, conversion, fraud, and any other activity prohibited by law or these Terms of Use.

11.4. You will not use the App or Service on behalf of another person, and you will not use the App or Service using the UCheck account of another person.

## **12. Cancellation and Termination**

UCheck reserves the right to terminate this agreement and revoke your license to use the Service at any time, with or without notice.

## **13. Links and Affiliated Sites**

UCheck has no control over, and no liability for any third party websites or materials. UCheck works with a number of partners and affiliates whose Internet sites may be linked with or from the App or Site. Because neither UCheck nor the App nor Site has control over the content and performance of these partner and affiliate sites, UCheck makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and UCheck assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. You acknowledge and agree that UCheck makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third-party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third-party content.

## **14. Copyright**

Nothing contained on the Site, App or Service should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by UCheck or by any third party.

## **15. Governing Law**

These Terms of Use shall be construed in accordance with and governed by the laws of Pennsylvania, without reference to their rules regarding conflicts of law. You hereby irrevocably

consent to the exclusive jurisdiction of the municipal or federal courts in the Commonwealth of Pennsylvania for all disputes arising out of or related to the use of the App, Site and/or Service.

#### **16. Severability; Waiver; Assignment**

If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. UCheck may assign or delegate some or all of its rights and obligations under this Agreement.

#### **17. Modifications**

UCheck may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the App, Site and/or the Service; and (c) discontinue the App, Site and/or Service at any time. UCheck shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

#### **18. Contact Us**

If you have any questions about these Terms and Conditions, please contact us at: [info@u-check.us](mailto:info@u-check.us) .

#### **19. ACKNOWLEDGEMENT**

BY USING THE SERVICE, APP AND/OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.