

TERMS OF USE

Effective as of January 2025

This website and any other mobile website or mobile application connected thereto (collectively, the “Site”) is maintained and operated by Econ-O-Check Corporation (“Econocheck”, “we”, “us” or “our”) to provide information about us and our products and services (the “Services”) to you, the user of the Site and/or Services, subject to the terms and conditions contained in these Terms of Use (“Agreement”). The terms “you” and “your” refer to each person who has accessed our Site and/or our Services. Supplemental terms and conditions and any policies or operating rules that may be posted on our Site from time to time are hereby expressly incorporated herein by reference.

Please read the terms and conditions of this Agreement carefully. By using the Site and/or accessing or otherwise using any portion of the Services, you affirmatively represent that you have read, understood, and agree to be bound by the terms of this Agreement. If you are not willing to be bound by the terms of this Agreement, you may not access or use the Site or any portion of the Services and must discontinuing using and accessing the Site immediately.

Use of the Site and Services

You agree that your use of the Site and the Services must always be lawful and in compliance with the terms of this Agreement and that you are responsible for all uses of the Site and the Services by you and any others using your login information. You may not use the Site or the Services to engage in conduct which is defamatory, libelous, threatening or harassing, or that infringes on a third party’s intellectual property rights or other proprietary rights. You may not impersonate any person or entity, provide false information required for obtaining access to the Site or the Services, or use the Site for commercial or other purposes for which it is not intended. You will not, and will not permit others to, attempt to gain unauthorized access to the Site or the Services or any computer system used to provide the Services, circumvent any access restriction or security measures, or disclose your access information or otherwise give access to the Site or the Services to any third party without our express written consent. We reserve the right to disclose any information you provide to us through the use of the Site or our Services to law enforcement authorities if deemed necessary or appropriate in our sole discretion.

The Site and all data, design, text, images, and graphics contained therein are made available to you solely for your use in accordance with the terms of this Agreement. Using our Site and our Services does not give you ownership of any intellectual property rights in our Site, our Services, or the content that you access. The Site and Services may also contain third-party trademarks, service marks, graphics, and logos. The Services are owned and/or licensed by us and are



protected by the laws of the United States. Except as expressly provided herein, we do not grant any express or implied right to you under any of our owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights. You may not use content from our Site or our Services unless you obtain permission from us and agree to prevent any unauthorized copying, use, or distribution of the Services. This Agreement does not grant you the right to use any branding or logos used on our Site or in our Services.

You may not misuse our Services, remove, obscure, or alter any legal notices or disclosures displayed on our Site or in or along with our Services, or attempt to tamper or interfere with the functioning of the Site or the Services. You may not introduce any viruses, worms, malware, trojans, or other malicious or disruptive code, reverse engineer, decompile or otherwise attempt to derive source code of the software that powers the Site or the Services, create or use any script or automated tool that attempts to create multiple ways to access or use the Site or the Services, or tamper, alter, modify, change, disassemble, reverse engineer, copy, or duplicate in any manner the Services or its associated code. You are expressly prohibited from reselling or otherwise using the Services in any manner not permitted under this Agreement. We may suspend or cease providing our Services to you if you do not comply with the terms of this Agreement.

Some Services may be available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws. You are responsible for any fees or other charges (including, where applicable, roaming and data charges) that your wireless carrier may charge for any related data or message services.

Account Information and Password Security

You agree not to share your password and/or any other login credentials for the Site with third parties and to provide true, accurate and correct information. You understand and agree that you have an obligation to act responsibly to protect your personal information. You also agree to keep and protect your login information for the Services from unauthorized use. You are responsible for maintaining the accuracy of your personal information and the security and confidentiality of all passwords you use to access the Services and the Site. Should you breach your obligation to protect your information, we may terminate your access to the Site and your use of the Services without advance notice to you. You agree that you are solely responsible for all activities that occur while using the Site and the Services. If you become aware of any unauthorized use of your login credentials or any loss, theft or disclosure of your password, you agree to notify us immediately. You also agree that you must keep your information current and that we, and our service providers will not be responsible or liable for any acts or omissions related to or your failure to provide valid, accurate and current personal information. Failure to maintain accurate contact information may prevent you from receiving Service notifications or result in a discontinuation of the Services.

Privacy

By using the Site or the Services, you are providing consent to us and our affiliates, agents, employees, and service providers to exchange information about you in order to manage the performance of the Site and to provide the Services to you. Our [privacy policy](#) explains how we treat your personal data and protect your privacy while you use and access the Site and the Services. By using the Site or the Services, you agree to the terms of our privacy policy.

Additional Terms and Changes in Terms

Additional terms and product requirements may apply to the Services and will become part of your Agreement with us if you use the applicable Services. You must follow any policies made available to you on the Site or within the Services. We may suspend or cease providing you with access to the Services if you fail to comply with these policies. We have the right to change, modify, or add to this Agreement and/or the Services from time to time without notice. Such changes, modifications, additions, or deletions will be effective immediately upon notice thereof, which may be given by posting on the Site or by other electronic means. You agree to review this Agreement periodically to be aware of any changes. Your continued use of the Services after notice has been given constitutes your affirmative acceptance to the modified Agreement. If you do not agree to the Agreement as amended, you must stop using the Site and the Services.

Product Support and Modifications

We are not obligated to provide technical support under the terms of this Agreement and provide no assurance that any specific errors or discrepancies in the Site or the Services will be corrected. We do not represent that access to the Site or the Services will be uninterrupted. We reserve the right to change, revise, update, suspend, discontinue or modify the Site at any time or for any reason without notice.

Warranties and Disclaimers; Limitations of Liability

NEITHER WE NOR OUR SERVICE PROVIDERS WARRANT THE ADEQUACY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION PROVIDED ON THE SITE, THROUGH ANY SERVICES OR CONTAINED IN ANY THIRD-PARTY WEBSITE LINKED TO OR FROM ANY OF OUR WEBSITES. THE SITE AND SERVICES ARE PROVIDED "AS IS", "WHERE-IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECONOCHECK DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To provide certain features of the Site and the Services, we subcontract with and receive information from certain third-party service providers. We are not responsible for (i) the accuracy, completeness, and/or validity of any products, solutions or information provided to us



by any of our service providers and/or any other third parties, (ii) incorrect or incomplete information that you provide to us, such as incorrect or outdated contact information, or (iii) incorrect information that we receive from third-party sources, or our failure to obtain information from third-party sources, as a result of incorrect or incomplete information that you provide us. In addition, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, caused by, arising from, or in connection with your access to and/or use of the Site or the Services. Neither we nor our service providers will be liable for the loss, confidentiality, unauthorized disclosure or security of any data or information while in transit via the Internet, telephone or other communication lines, postal system, or other means of transmission. Without limiting the foregoing limitation of liability, in the event we are found liable for damages to you in a competent legal proceeding, our aggregate liability for all claims caused by, arising out of, or related to your access to and/or use of the Site and the Services is limited to one thousand dollars (\$1,000).

Indemnification

You agree that you will indemnify and hold us and our affiliates, directors, officers, employees, and agents, harmless from and against all losses, damages, claims, costs and expenses, (including reasonable attorneys' fees and expenses), judgments, fines, penalties and other liabilities arising out of your access to or use of the Site and the Services, or from your violation of the terms of this Agreement. You shall not, without our prior written consent, as applicable, settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification is sought hereunder unless such settlement, compromise, or consent includes an unconditional release of Econocheck from all liability arising out of such claim, action, or proceeding.

Electronic Communications and Feedback

You acknowledge that your access of the Site, completion of online forms and sending of email correspondence to us constitute electronic communications. By using the Site or any portion of the Services, you consent to receiving electronic communications from us. You agree that any notices, agreements, policies, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. You agree that all questions, comments, suggestions, ideas, feedback, or other information regarding the Site that you provide to us (collectively, "Feedback") will become our sole property upon submission. You further agree that we will have the exclusive right to use and disseminate all Feedback in our sole discretion and that you have no proprietary rights in any Feedback you have submitted.

Third-Party Links, Sites, and Content

Certain content available on our Site or through our Services may include materials from third parties. Linked third-party websites are not under our control, and we are not responsible for their content or delivery. Our use of these links does not imply our endorsement or guarantee of the products, services, information, or recommendations provided by any such websites. In addition, these websites may have privacy policies that are different than ours, and that may provide you less security for your confidential information than we do. If you access any linked third-party website, you do so at your own risk. We disclaim all liability associated with your access to and use of linked websites.

Term and Termination

Subject to the terms of this section, this Agreement will remain in effect for as long as you access the Site or use the Services. We reserve the right to, in our sole discretion and without notice or liability, terminate this Agreement and deny access to and use of the Site and/or the Services for any reason or no reason, including breach of this Agreement or any applicable law or regulation. Upon any termination of this Agreement, the rights granted to you hereunder, including your ability to access and use the Services, will immediately terminate, and you shall immediately cease using any and all materials and other similar content in your possession or control that are proprietary to Econocheck. You agree that we will have no liability to you for any costs, losses, damages, or liabilities arising out of or related to the termination of this Agreement. Any provision of this Agreement that should, by its nature, survive termination of this Agreement will survive its termination.

Miscellaneous

This Agreement constitutes the complete and exclusive agreement between us with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. We will not be liable for failure or delay in the availability of the Site or our provision of the Services due to causes arising from acts, events, omissions or accidents beyond our reasonable control, including, but not limited to, acts of God, strike, lockout, labor disputes, governmental orders or restrictions, shortage of materials or labor, utility or communication failure, errors, acts or omissions of third party communications services providers, war, acts of terrorism, fire, explosion, sabotage, storm, flood, earthquake, or epidemics. Nothing in this Agreement, either express or implied, is intended to or will be deemed to confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. We may assign any of our rights and/or delegate our obligations under this Agreement to any third party without your consent. You may not assign your rights or delegate your obligations under this Agreement to anyone without our prior written consent, which may be withheld in our sole discretion. No waiver of any term or condition of this Agreement by us



will be binding unless in writing signed by an authorized representative of Econocheck. No waiver by us of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, the remaining provisions will remain enforceable. This Agreement will be governed and construed in accordance with the laws of the state of Georgia, excluding its choice-of-law principles. All claims arising out of or related to this Agreement will be litigated exclusively in the federal or state courts of Henry County, Georgia and you and Econocheck consent to personal jurisdiction in those courts.

[Questions / Contact Us](#)

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