



## **Econocheck Corporation Terms of Use**

Thank you for your use of our products and services (“Services”). Econocheck Corporation (“ECC”, “we”, “us” or “our”) provides these Services to you (“you” or “your”), the user of the Services, including use of the website(s) and/or mobile application(s) utilized to access the Services (individually and collectively, the “Site”), subject to the terms and conditions contained in this Terms of Use (“Agreement”). Please read the terms and conditions of the 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 and you are of sufficient legal age to use the Services. If you are not of sufficient legal age or are not willing to be bound by the terms of this Agreement, you may not access or use any portion of the Services.

### **Use of the Services.**

You agree that your use of 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 Services by you and any others using your login information. By using the Services, you are providing written instructions and/or consent to us and our affiliates, agents, employees, contractors and third-party providers to exchange information about you in order to provide the Services to you. The Services and all data, design, text, images and graphics contained therein are proprietary and confidential and are licensed to you solely for your personal use in accordance with the terms of this Agreement. Using our Services does not give you ownership of any intellectual property rights in our Services or the content that you access. The 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 ECC-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights. You may not use content from 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 in our Services.

Do not remove, obscure or alter any legal notices or disclosures displayed in or along with our Services. You may not misuse our Services or attempt to tamper or interfere with the functioning of the Site or the Services. 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 of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

### **Account Information and Password Security.**

You are responsible for maintaining the accuracy of your account information and the confidentiality of all passwords you use to access the Services and the Site. You agree that you are solely responsible to

us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately. You also agree that in order to receive Service alerts and notifications, you must keep your information, including email address and mobile phone number (if text alert activated), current. Failure to maintain accurate contact information may prevent you from receiving Service notifications or result in a discontinuation of the Services.

### **Service Eligibility.**

As an eligible account owner with a participating ECC client (“Program Provider”), you and your joint account owners, if applicable, are eligible for use of the Services and may be participants in a Trust and/or in the Econocheck Association, of which your Program Provider is a participating organization. Certain Services, including insurance coverage, take effect on the date you enrolled in your eligible account and will end the earliest of: (1) the first of the month after the month in which your eligible account fees, if applicable, were last paid, (2) termination of your eligible account, or (3) termination of the applicable policy. Certain Services must be requested by you and/or may require registration and activation. As a user of the Services, you may be entitled to be represented at the annual meeting of Econocheck Association. For more information, you may contact us at [support@ClubChecking.com](mailto:support@ClubChecking.com) or 866-210-0361.

### **Privacy.**

ECC’s [Privacy and Security Policy](#) explains how we treat your personal data and protect your privacy while you use and access our Services. By using our Services, you agree to the terms of our privacy policy. If you have any questions regarding our privacy policy, please contact us at [support@ClubChecing.com](mailto:support@ClubChecing.com) or 866-210-0361.

### **Additional Terms and Conditions.**

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 within the Services. We may suspend or cease providing you with access to the Services if you fail to comply with these policies.

### **Changes in Terms.**

We may modify this Agreement from time to time without notice. If we make material changes to the Agreement, we will notify you by email or through a message posted on the Site. You agree that such modified Agreement will be effective immediately after our notice to you. Your continued use of the Services after our provision of notice to you will constitute your affirmative acceptance to the modified Agreement. If you do not agree to the Agreement as amended, you must stop using the Services.

## **Product Support.**

ECC is not obligated to provide technical support under the terms of this Agreement and provides no assurance that any specific errors or discrepancies in the Services will be corrected. ECC does not represent that access to the Services or the Site will be uninterrupted, or that all Services or discounts offered by a participating merchant through the Site will be honored by the merchant. In certain instances, we may require you to install an update in order to continue using certain of the Services.

## **Warranties and Disclaimers; Limitations of Liability.**

THE SERVICES ARE LICENSED AND PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ECC'S CUMULATIVE LIABILITY TO YOU OR ANY PARTY RELATED TO YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR USE OF THE SERVICES WILL NOT EXCEED TWO HUNDRED DOLLARS. IN ALL CASES, ECC AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## **Term and Termination.**

Subject to the terms of this section, this Agreement will remain in effect for as long as you use the Services. You may cancel your Services and terminate this Agreement at any time and for any reason by calling 866-210-0361 or contacting us at support@ClubChecking.com. We may terminate this Agreement and your access to the Services and/or the Site by providing notice to the email address you provided us. Upon any termination of this Agreement, the rights and licenses 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 ECC. 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 you and ECC 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. 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. 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 or the Services will be litigated exclusively in the federal or state courts of Henry County, Georgia and you and ECC consent to personal jurisdiction in those courts.

## **Questions.**

If you have any questions regarding our Services or this Agreement, you may contact us at support@ClubChecking.com or 866-210-0361.