Terms of Use Effective: March 30, 2015

1. Acceptance of the Terms and Conditions.

Checkio, Inc. (herein referred to as the “Checkio,” “we,” “us” or “our”) provides and makes available the Checkio website (the “Website”) and services, collectively with the Website, the “Services”. Any use of the Services are subject to the terms and conditions contained in this Terms of Use Agreement (the “Agreement”). Please read this Agreement carefully. By accessing, browsing, contributing to or using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, or if you are under the age of 13, you shall not access, browse, contribute to, or otherwise use the Services.

You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Website. The revised terms and conditions will become effective upon posting. Any use of the Services after such Effective Date shall constitute your acceptance of such revised terms and conditions. Notice of any changes to this Agreement will be provided on the “Terms of Use” link on the Website or by other electronic means, in the Company’s sole discretion. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing, contributing to, or otherwise using the Services.

2. Description of the Services and Submissions.

The Services comprise a publishing and hosting web site that provides a forum where content and programming submissions can be shared in a productive environment by its users (“Users”). You will be responsible for all activities occurring under your username and for keeping your password secure. You shall provide Company with prompt notice in the event you suspect that your user name and password may have been compromised. The Company reserves the right to modify, suspend, or discontinue the Services with or without notice at any time.

By contributing to the Services or otherwise transmitting comments, pieces, computer code, ideas or other information in any form including, but not limited to, visual or audio data (collectively referred to as the “Submissions”) to us, you grant to the Company and our designees a worldwide, non-exclusive, sublicenseable, assignable, royalty-free, perpetual, irrevocable right (including moral rights) and license to use, reproduce, distribute, create derivative works based on, perform and/or display such Submissions (in whole or in part) in any media now known or hereafter developed, for any purpose whatsoever, without compensation to you or any other provider of the Submissions. You also agree to permit any other User to access, display, view, store and reproduce such Submissions for personal use. You acknowledge that to the extent that you include personally identifiable information in your Submissions, we may republish such information.

Although the Company has no obligation to monitor the Submissions, you acknowledge and agree that we may do one or all of the following: (i) monitor the Submissions; (ii) alter, edit, or remove any Submission in whole or in part; or (iii) disclose any Submissions.

The posting of Submissions by Users does not indicate any approval or endorsement by the Company of such Submissions. The Company is not responsible for, and hereby disclaims any and all liability that may arise from the Submissions or any act of accessing, browsing, contributing to or otherwise using the Services.

Terms of Use

3. Proper Use. You agree that you are responsible for your own use of the Services, for any

3. **Proper Use.** You agree that you are responsible for your own use of the Services, for any Submission you make, and for any consequences thereof. You agree that you will use the Services in compliance with all applicable local, state, national, and international laws, rules and regulations, including, but not limited to, any laws regarding the transmission of technical data exported from your country of residence and all United States export control law.

To provide a forum where content can be shared between Users in a productive and safe environment, you agree NOT to:

- Post any private information, or otherwise harvest, collect or disclose information, about another User or any other person without his or her express consent;
- Post any content that is unlawful, racist, hateful, libelous, defamatory, obscene, or that intentionally discriminates against or harasses particular individuals or groups;
- Post any content that infringes any third party’s intellectual property or other rights;
- Use the Services for any unlawful purpose, or transmit or otherwise make available in connection with the Services any material that would give rise to criminal or civil liability;
- Use the Services for advertisements, chain letters, spam, survey solicitations, junk mail or solicitations;
- Impersonate any person or entity, including any Company employees, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Imply that the Company endorses any of your statements or positions;
- Take any action that imposes an unreasonable burden on the Services systems or servers;
- Use any device, software, routine or other means to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Website,
- Attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or making up the Services; and/or
- Delete or alter any material posted by any other person or entity.

4. **Third Party Content and External Links.**

Some information made available on or through the Services is provided by third parties such as news services or sponsors ("Third Party Content"). The inclusion or appearance of Third-Party Content as part of the Services does not indicate any approval or endorsement by the Company of such Third-Party Content. The Company is not responsible for, and hereby disclaims any and all liability that may arise from Third-Party Content or the act of accessing, browsing, or otherwise using such Third Party Content.

The Services may contain links to third-party web sites ("External Sites"). The content of such External Sites is developed and provided by others. These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

We are not responsible for the content of any External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

5. **Intellectual Property**

You acknowledge that the Company owns all the materials produced by the Company for the Services and that the Company has the rights to use them.

We reserve the right to monitor or moderate content posted on the Services and may take action in accordance with our policies or to respond to complaints.

By using our Services, you agree to these terms and conditions. You are responsible for keeping your account secure and for any activity that occurs under your account. You are responsible for maintaining the accuracy of your account information and for notifying the Company of any unauthorized use of your account or any other breach of security.
5. Intellectual Property

You acknowledge that the Company owns all the materials produced by the Company for the Services including all photographs, graphics, video and audio content (collectively referred to as the "Content"). Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Content. You also agree that you will not use any robot, spider, or other automated device or manual process to monitor or copy any Content from the Services.

The trademarks, service marks, and logos of the Company (the "Company Trademarks") used and displayed by the Services may be registered and/or unregistered trademarks or service marks of the Company. Other company, product, and service names used may be trademarks or service marks owned by third-parties (the "Third-Party Trademarks", and, collectively with the Company Trademarks, the "Trademarks"). No part of the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the prior written consent of the Company specific for each such use. The Trademarks may not be used to disparage the Company or the applicable third-party, the Company's or third-party's products or services, or in any manner (in the Company's sole reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless the Company approves the establishment of such a link by prior written consent. All goodwill generated from the use of any Company Trademark shall inure to the Company's benefit.

The Company claims no ownership or control over any Submission that you post or display on or through the Services. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Submission you submit, post or display on or through the Services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying your Submissions on or through the Services, you grant to the Company and our designees a worldwide, non-exclusive, sublicenseable, assignable, royalty-free, perpetual, irrevocable right (including moral rights) and license to use, reproduce, distribute, create derivative works based on, perform and display such Submissions (in whole or in part) in any media now known or hereafter developed, for any purpose whatsoever, without compensation to you or any other provider of the Submissions. The Company furthermore reserves the right to alter and/or edit any Submission or refuse to accept, post, display or transmit any Submission in its sole discretion.

You represent and warrant to the Company that (i) you have full power and authority to enter into this Agreement; (ii) your Submissions are original to you or you have obtained all permissions, releases, rights or licenses required to grant the rights and assignment granted herein without obtaining any further releases or consents; (iii) your Submissions do not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, and do not contain any matter that is defamatory; and (iv) you are eighteen (18) years of age or older.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials within the Services infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA (see http://www.loc.gov/copyright for details). Notices and counter notices with respect to the Services should be sent to the Company at:

By Mail:
Checkio Inc.
330 S. 7th Street #309
Las Vegas, NV 89101

By Email: copyright@checkio.org

6. Privacy Policy.

All information provided by you or collected by us through the Services is governed by our Privacy Policy, which is hereby incorporated by reference into the Terms of Use. Any information submitted or provided by you to the Services may be publicly accessible. You should take care to protect private information or information that is important to you. The Company shall not be responsible for protecting any such information and is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please be aware that if you decide to disclose personally identifiable information through the Services, this information may become public. The Company does not control and shall not be responsible for the acts of its Users.

7. Limit of Liability and Warranty.
information and is not liable for the protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please be aware that if you decide to disclose personally identifiable information through the Services, this information may become public. The Company does not control and shall not be responsible for the acts of its Users.

7. Limit of Liability and Warranty.

THE COMPANY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, THE SUBMISSIONS, OR THE THIRD-PARTY CONTENT, INCLUDING BUT NOT LIMITED TO, ITS ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS. THE COMPANY PARTIES SHALL NOT BE RESPONSIBLE FOR OR SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION CONVEYED TO THE USER OR FOR ANY ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU ACKNOWLEDGE AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK.

THE SERVICES ARE PROVIDED ON AN "AS IS", "WHERE IS", AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY PARTIES DO NOT WARRANT THAT THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED OR SECURE, AND NOTIFIES YOU THAT OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF THE COMPANY’S CONTROL. THE COMPANY PARTIES FURTHER DO NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR THAT THE SERVICES OR ITS SERVER(S) ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICES RESULTS IN THE NEED TO SERVICE OR REPLACE EQUIPMENT OR DATA, NO COMPANY PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

IN NO EVENT SHALL ANY COMPANY PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. Indemnification. You agree to defend, indemnify, and hold harmless the Company, from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access, contribution to, use or misuse of the Services. The Company shall provide notice to you of any such claim, suit or proceeding. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting the Company’s defense of such matter.

9. Termination of the Agreement.

The Company reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Services, at any time and for any reason without prior notice or liability. The Company reserves the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability.

10. Survival.

If this Agreement is terminated, Sections 2 (Description of the Services and Submissions), 3 (Proper Use), 4 (Third-Party Content and External Links), 5 (Intellectual Property), 6 (Privacy Policy), 7 (Limit of Liability and Warranty) 8 (Indemnification) 9 (Termination of the Agreement), 11 (User Must Comply with Applicable Laws), and 12 (Miscellaneous) shall survive the termination of this Agreement.

11. User Must Comply with Applicable Laws.
10. Survival.

If this Agreement is terminated, Sections 2 (Description of the Services and Submissions), 3 (Proper Use), 4 (Third-Party Content and External Links), 5 (Intellectual Property), 6 (Privacy Policy), 7 (Limit of Liability and Warranty) 8 (Indemnification) 9 (Termination of the Agreement), 11 (User Must Comply with Applicable Laws), and 12 (Miscellaneous) shall survive the termination of this Agreement.

11. User Must Comply with Applicable Laws.

The Services is administered and operated by the Company from its principal office in Las Vegas, NV and it is not intended to subject the Company to the law or jurisdiction of any country or territory. We make no claims concerning whether the Services may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services from outside of the United States, you do so at your own risk.

Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

The United States controls the import and export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Services to countries or persons prohibited under the export control laws. By using the Services you expressly agree that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Services.

12. Miscellaneous.

This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of New York in the State of New York. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of the Company to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against the Company unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by the Company and you, this Agreement constitutes the entire Agreement between you and the Company with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.