## TERMS AND CONDITIONS OF USE

Thank you for visiting Check 'n Go's Web Site at <a href="http://www.checkngo.com">http://www.checkngo.com</a> (the "Web Site"). Check 'n Go provides you with access to this Web Site subject to the terms and conditions contained in these Terms and Conditions of Use. These Terms and Conditions of Use were last updated on 01/04/2010. The use of this Web Site constitutes agreement to these Terms and Conditions of Use, which together with Check 'n Go's Privacy Policy govern Check 'n Go's relationship with you relating to this Web Site. If you do not agree to comply with and be bound to these Terms and Conditions of Use, please exit this site immediately.

## **Use of Site**

Check 'n Go expressly authorizes the personal use of this Web Site, which includes viewing its content and making a reasonable amount of copies for the sole purpose of retaining documents for your personal files. The distribution, transmission, display, or duplication of materials contained in this Web Site is prohibited without the prior written consent of Check 'n Go.

# Copyrights

This Web Site contains material that is either owned by Check 'n Go or licensed to Check 'n Go. The service marks, trademarks, or copyrights of Check 'n Go or its subsidiaries or affiliates include, but are not limited to AXCESS, AXCESS AMERICA, AXCESS FINANCIAL, AXCESS TELADVANCE, Check 'n Go, 'n, CheckPoints, SIMPLE.MONEY.SOLUTIONS, and TRANSEND. These and other copyrighted or trademarked materials are protected by applicable federal copyright laws or international treaties. By downloading any trademarked or copyrighted material, you agree that you do not obtain any ownership rights in such material, including the exclusive rights granted by U.S. Copyright law.

### **Disclaimer of Warranties**

This Web Site and its content are provided for your personal use only on an "as is" basis. Check 'n Go, or any of its subsidiaries or affiliates, do not warrant the accuracy, completeness, timeliness, noninfringement, title, merchantability, or fitness for a particular purpose of the content of the Web Site itself, and Check 'n Go hereby disclaims any such express or implied warranties to the extent permissible by applicable law. Further, Check 'n Go does not warrant that the content of this Web Site is free from any viruses, worms, or other code that may result in harmful properties notwithstanding Check 'n Go's efforts to implement reasonable safeguards to protect against these harmful properties. Check 'n Go may amend or modify the content of this Web Site in any way without notice.

## **Third Party Links**

This Web Site contains links to other web sites ("Third Party Sites") that are not owned, operated, or maintained by Check 'n Go. These Terms and Conditions of Use apply only to this Web Site and not to the Third Party Sites. The links to the Third Party Sites are provided for your reference and convenience only and do not imply any review or endorsement of any material contained on Third Party Sites or any associations or affiliations with those represented in Third Party Sites or its owners or operators. Check 'n Go is not responsible for the content contained in Third Party Sites, which may contain information that is inaccurate, incomplete, or outdated. By viewing, using, or relying on information contained in Third Party Sites, you do so solely at your own risk.

## Web Site Security

You are prohibited from violating or attempting to violate the security of this Web Site, including, but not limited to the following activities: (1) accessing data not intended for you or obtaining personal information about any Check 'n Go Web Site user or customer; (2) attempting to probe, test, or scan the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (3) attempting to interfere with service to any user, host or network, or otherwise disrupt Check 'n Go business, including, without limitation, by submitting a virus to the Web Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;", or sending unsolicited email, including promotions and/or advertising of products or services.

#### Indemnification

You agree to indemnify, defend and hold harmless Check 'n Go, its affiliates, its and their directors, officers, employees, agents, investors, or licensors, and any third party information providers to the site from and against all damages, expenses, loss and costs, including reasonable legal and accounting fees, resulting from any violation of the Terms and Conditions of Use by you.

The provisions of these Terms and Conditions of Use are for the benefit of Check 'n Go, its affiliates, its and their directors, officers, employees, agents, investors, or licensors, and any third party information providers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

#### **Minors**

This Web Site is not directed at children under the age of thirteen years old. Check 'n Go does not knowingly collect personal information from children under thirteen years old from this Web Site.

### **Choice of Law**

These Terms and Conditions of Use shall be construed in accordance with the laws of the State of Ohio.