

**NEW MONEY MOBILE, LLC**  
**TERMS AND CONDITIONS**

*Last Revised: January 21, 2018*

**INTRODUCTION**

These terms and conditions (the "**Terms**") are an agreement between you or the entity you represent ("**you**," "**your**," or "**user**") and New Money Mobile, LLC, a limited liability company governed by the laws of the State of Indiana, USA (the "**Company**", "**we**," "**our**," or "**us**").

You must read, agree to and accept all of the terms and conditions contained in these Terms in order to verify your age and identity via our web and mobile application **Agecheck.mobi** (the "**Service**"). The Service is intended for the use of adults 18 years or older. You are not permitted to purchase the Service if you are under the age of 18.

You understand that by purchasing the Service, you agree to be bound by these Terms. If you do not accept these Terms in its entirety, you must not purchase the Service.

**SERVICE**

We agree to use commercially reasonable efforts to provide the Service as described, however, our ability to deliver the Service depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide (about your age and identity).

**YOUR REPRESENTATIONS**

In order to purchase a Service, you must provide certain information about yourself as requested by the Company in its purchase form. You represent and warrant that: (a) all required information you submit is truthful and accurate, and (b) you are at least eighteen (18) years of age and have the legal capacity to enter into these Terms.

**PAYMENT TERMS**

(a) When you order our Service, a one-time Service fee will appear on your mobile network operator ("Mobile Network Operator") bill.

(b) Processing of any financial information is subject to the terms, conditions and privacy policies of any such Mobile Network Operator and your bank. The Company is not responsible for any errors by the Mobile Network Operator.

## **REFUND POLICY**

All the fees hereunder are non-refundable.

## **YOUR PRIVACY**

At the Company, we respect the privacy of our clients. For details, please go to our Privacy Policy. By purchasing the Service, you agree and consent to our collection and use of personal data as outlined therein and you agree to abide by and not violate such Privacy Policy on your part.

## **WARRANTIES & DISCLAIMERS**

The Service is provided on “as is” and “as available” basis and we (and our suppliers) expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, quality, or non-infringement. the Company (and our suppliers) makes no warranty that the Service: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be accurate, reliable, and complete. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

If applicable law gives you any implied terms, despite the exclusions and limitations in these Terms, then to the extent permitted by applicable law, your remedies are limited as determined by us to either:

- (i) re-delivery of the Service,
- (ii) the cost of the re-delivery of the Service (if any).

## **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL WE (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USE OF SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER

SYSTEM, MOBILE OR TABLE DEVICE, OR LOSS OF DATA RESULTING THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **INDEMNIFICATION**

You agree to defend us, indemnify us and hold harmless the Company, its subsidiaries, affiliates, officers, agents, employees, contractors, representatives and agents from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to: (i) your use of Service, or (ii) your violation of these Terms.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **TERM AND TERMINATION**

You hereby acknowledge and agree that these Terms shall come into force on the date you purchase the Service and shall automatically terminate upon our successful delivery of the Service.

## **GENERAL PROVISIONS**

**Entire Agreement.** These Terms our Privacy Policy constitute the entire agreement between you and us with respect to the subject matters hereof and supersede all prior discussions and agreements between you and us with respect to such subject matters.

**Modifications.** No modification or amendment to these Terms shall be binding upon the Company unless in a written instrument signed/executed by a duly authorized representative of the Company.

**Waiver.** Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

**Assignment.** We may assign, transfer or otherwise dispose of these Terms in whole or in part or any of our rights hereunder in connection with a merger, acquisition, reorganization or sale of all or substantially all of our assets, or other operation of law, without your consent. The terms and conditions of these Terms shall be binding upon assignees.

**Severability.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, (i) the other provisions of these Terms will be unimpaired, and (ii) the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**Consent to Electronic Notices.** You consent to the use of (a) electronic means to execute these Terms and to deliver any notices pursuant to these Terms; and (b) electronic records to store information related to these Terms or your use of the Service. Notices hereunder shall be invalid unless made in writing and given (a) by the Company via email (to the email address that you provide), (b) as a post in the Service or (c) by you via email to [info@agecheck.mobi](mailto:info@agecheck.mobi) or to such other email addresses as the Company may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

**Governing Law.** These Terms shall be governed by the laws of State of Indiana, USA without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the courts located in Lake County, IN, USA for the purpose of litigating all claims or disputes. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our rights in any court of competent jurisdiction.