

TERMS AND CONDITIONS

1. Introduction

These Terms of Use ("Terms" or "Agreement") govern your rights and obligations regarding the use of RefCheck INC services and sites, a Delaware Limited Liability Company) (collectively referred to as the "Service" or "Site" or "Software") on the Internet. These Terms constitute a fully binding agreement between RefCheck INC (including its affiliates and subsidiaries "We") the proprietor of all rights in and to the Service, and you. You must accept the terms of the agreement in order to use the website. It is therefore recommended that you carefully read these Terms.

By using RefCheck INC's Service, you signify your assent to these Terms and additional terms referenced herein, including our Privacy Policy ("Privacy Policy") gorefcheck.com. which sets out the terms in which we process any Personal Data collected from You, or provided to Us; all of which are an integral part of these Terms. If you do not agree to these Terms or any of its parts, then you are prohibited from using the Service and we request that you refrain from doing so. In agreeing, You also represent that You have the authority to bind Yourself and/or the company You represent. As we may modify any terms herein at any time You should periodically visit this page to review all current terms.

You acknowledge and guarantee by using this website are at least 18 years old (19 or 21 in some locations) and you have reached the age of 18 years. The website is intended solely for persons who are 18 years of age or older, (19 or 21 in some locations) and any registration, use or access to the website by anyone under the age of 18 (19 or 21 in some locations) is unauthorized, unlicensed, and in violation of the RefCheck Terms of Use.

RefCheck, Inc. reserves the right, in its sole discretion, to terminate your access to all or any part of the Website and/or your personal environment in the Website ("Account") including your information at any time for any reason whatsoever without prior notice or liability. Cause for such

termination shall include, but not be limited to, (a) breaches or violations of the General Terms, specifically – but not limited to- if RefCheck, Inc. believes that you are under the age of 21, (b) requests by law enforcement, (c) unexpected technical or security issues or problems, and (d) extended periods of inactivity.

Please read these terms as they contain, to the extent legally allowable in your jurisdiction, an agreement to arbitrate as well as other important legal rights, remedies, and information.

2. Services

This agreement applies to all RefCheck, Inc. services, (on any and all formats or devices), and the website located at <https://www.gorefcheck.com> (“The Service(s)”) The Service is an authentication and grading service where Users can submit to get their glass art/scientific glass art (“Items”) authenticated and graded. Users who submit for an authentication are called “senders” and Users who receive Items are called “receivers”. Users may be both senders and receivers on the Service. In using the Service, any contracts receivers and senders enter for the sale and purchase of Items is directly between themselves, and not associated with RefCheck Inc. RefCheck, Inc. is not a party to such sale or purchase, they are merely an authentication intermediary.

There are risks that you assume when dealing with others, and these risks are borne by You alone, and not RefCheck, Inc. You are solely responsible for your decision to use, the Service, Buy, Sell, or transact any business or communications on the Service, and will be liable for all of your actions on the Service.

There are risks that you assume when dealing with others, and these risks are borne by You alone, and not RefCheck Inc. You are solely responsible for your decision to use, the Service any business or communications on the Service, and will be liable for all of your actions on the Service.

The following key points of the Terms of Use are brought for your convenience only. These key points are not in lieu of the full Terms of Use.

3. Key Points

User Responsibilities:

1. User shall pay for fees charged by Ref Check for using the service. Such service fees may be changed at any time by RefCheck Inc
2. Sender of glass art/scientific glass (including but not limited to various pieces and parts of the glass art/scientific glass that may need to be separately packaged) must package the glass art/scientific glass securely to avoid breakage of any kind. (including but not limited to cracks, chips, and/or small dents that may have occurred in the shipment of the glass art/scientific glass.) Seller will bear the cost associated with any breakage or an item and the resulting loss of the Sale.
3. End receiver (Recipient) of the glass art/scientific glass does not bear the responsibility for an item that is received damaged or with breakage (including but not limited to cracks, chips, and or small dents that may have occurred in the shipment of the glass art/scientific glass) Such liability and responsibility will be borne by RefCheck Inc
4. User agrees and is liable for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. As a user on this site, you agree to pay any and all local, state, federal and/or international taxes (including sales tax) that may be due with respect to your purchase transaction. User agrees that RefCheck Inc. as the facilitator of the transaction, is not responsible for reporting collection or payment of any taxes on the user's behalf.
4. Sender of glass art/scientific glass must ensure that all items are thoroughly cleaned with no traces of residue. If the item is intercepted from the sender to RefCheck Inc, the user is liable for

all resulting claims and liabilities.

5. Sender agrees that glass art/scientific glass will not have any illegal residue, as the glass art/scientific glass is to only be used for collector and legal use. If glass art/scientific glass is found to have illegal residue it will be rejected by RefCheck, Inc and Sender will be liable for all fees and violations of law associated with the transport of illegal residue as defined below.
6. Sender of glass art/scientific glass agrees and is liable for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items. As a user on this site, you agree to pay any and all local, state, federal and/or international taxes (including sales tax) that may be due with respect to your purchase transaction. User agrees that RefCheck Inc, as the facilitator of the transaction is not responsible for reporting collection or payment of any taxes on the user's behalf.
7. RefCheck Inc. reserves the right to delete any account and its associated listings for violation of these Terms and Conditions.
8. RefCheck Inc. shall make the final determination on authentication of all items.
9. All sales are final- there are no returns or refunds once the sale cycle is complete.
10. RefCheck Inc. may remind a user via, email, SMS or a phone call with news "flashes" or updates.
11. RefCheck Inc. is not responsible for any civil, negligent, criminal or reckless conduct, damages, or behavior of its users or for any behavior and damages to its user's that may be caused by others.
12. RefCheck Inc. is not responsible for a user's past, current, or future conduct as it relates to their use of the Service. RefCheck INC may record the time and location of where you are. However, such information will only be disclosed if discovered or subpoenaed by court order. RefCheck INC may record and keep your personal identifiable information associated with your account. Such information will be retained for a limited period of time and in accordance with the Privacy Policy.
13. RefCheck Inc. may require you to log in by using an existing social media account or by creating

a standalone account. The Service will not provide your account information to any other users and will not make available nor be responsible for any links between your use of the service and your social media accounts.

14. RefCheck Inc. is not responsible for any additional SMS, email, phone, or data charges that may result from a user not shutting off the service's reminders. Such additional charges are borne by the user.

4. Using the Service

You may use the Service solely for private and personal purposes. You must not use the Service commercially. For example, you may not offer to third parties a service of your own that uses the Service; you may not resell the Service, offer it for rent or lease, offer it to the public via communication or integrate it within a service of your own, without the prior written consent of RefCheck Inc.

To ensure proper Authentication of Glass art/scientific glass, you can register an Account on the Website. It is not permitted to use the name of another person or company. During registration, you must provide a user name, email and password ("Login Details") with which you can gain access to your Account.

You will receive an email including your Login Details upon completing the registration process on the Website. You are responsible for maintaining the confidentiality of the Login Details, and are fully responsible and liable for all activities that occur with your Account. You agree to immediately notify RefCheck Inc. of any unauthorized use of your Login Details or Account or any other breach of security, and (b) ensure that you exit from your Account at the end of each session. RefCheck cannot and will not be liable for any loss or damage arising from your failure to comply with this article.

You hereby agree to indemnify and hold harmless RefCheck, Inc. against any and all claims which might be incurred as a consequence of any use or abuse by any unauthorized person of your password or account.

You may not copy, print, save or otherwise use the data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Service and for the purposes of private and

personal use of the Service.

When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express written permission of RefCheck Inc. The Service may not be used in any way not expressly permitted by these Terms.

You may not sell or offer to sell any Data that is freely or otherwise available for purchase on the Service. All Data belongs to RefCheck Inc. and may be used and/or sold by RefCheck Inc. for any purpose whatsoever.

Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any RefCheck Inc. content. Use of RefCheck Inc. content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas" or "Feedback"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place RefCheck Inc. under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, RefCheck Inc. does not waive any rights to use similar or related ideas previously known to RefCheck Inc., or developed by its employees, or obtained from sources other than you.

5. Use Restrictions

There are certain conducts which are strictly prohibited on the Service. Please read the following

restrictions carefully. Your failure to comply with the provisions set forth below may result (at RefCheck Inc. sole discretion) in the termination of your access to the Service and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content at the Service and/or Site, in any way or publicly display, perform, or distribute them; (ii) make any use of the Content on any other website or networked computer environment for any purpose, or replicate or copy the Content without RefCheck Inc. prior written consent; (iii) create a browser or border environment around the Content (no frames or inline linking); (iv) interfere with or violate any third party or other user's right to privacy or other rights, including copyrights and any other intellectual property rights of others, or harvest or collect personal information about visitors or users of the Service and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (v) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' copyrights, and other intellectual property rights; (vi) transmit or otherwise make available in connection with the Service and/or Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, Software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vii) interfere with or disrupt the operation of the Service and/or Site, or the servers or networks that host the Service and/or Site or make the Service and/or Site available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; (viii) sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service and/or Site; (ix) frame or mirror any part of the Service and/or Site without RefCheck Inc. prior express written authorization; (x) create a database by systematically downloading and storing all or any of the Content from the Service and/or Site; (xi) forward any data generated from the Service and/or Site without the prior written consent of RefCheck Inc.; (xii) transfer or

assign your accounts' password, even temporarily, to a third party; (xiii) use the Service and/or Site for any illegal, immoral or unauthorized purpose; (xiv) use the Site, the Service, the Content and/or for non-personal or commercial purposes without RefCheck Inc. express prior written consent; or (xv) infringe or violate any of the Terms.

6. Termination of Service

You may terminate your use of the Service at any time and for whatever reason. RefCheck Inc. retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason RefCheck Inc. deems appropriate, at its sole and absolute discretion. To the extent possible, we will advise you of your account termination.

RefCheck Inc reserves the right to change, suspend, remove, discontinue, or disable access to the Service (including, but not limited to, the Application) at any time without notice. In no event will RefCheck Inc be liable for the removal of or disabling of access to any portion or feature of the Service (including, but not limited to, the Application).

If you breach any of the terms or conditions of the Terms or RefCheck Inc discontinues their Service, the Terms will automatically terminate. All of the sections of the Terms will survive any termination of the Terms except the License section and the Consent to Use of Data and Mobile Communications section.

7. Limitations on Liability

PLEASE READ CAREFULLY. THIS SECTION LIMITS REFCHECK INC'S RESPONSIBILITY TO YOU FOR USE OF THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE SERVICE.

DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE (INCLUDING, BUT NOT LIMITED TO, THE APPLICATION) IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, SAFETY, ACCURACY AND EFFORT

IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE (INCLUDING, BUT NOT LIMITED TO, THE APPLICATION) IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. REFCHECK INC DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE TERMS AND THE SERVICE (INCLUDING, BUT NOT LIMITED TO, THE APPLICATION) WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT REFCHECK INC KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. REFCHECK INC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL BE ACCURATE OR MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY REFCHECK INC OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.

You understand that the Service may be subject to downtime or otherwise unavailable for temporary periods of time due to maintenance or other reasons as we deem necessary. To the maximum extent allowed by law, we do not warrant any connection to, transmission over, or results or use of, any network connection or facilities provided (or failed to be provided) through the Service. You are responsible for assessing your own computer and transmission network needs, and the results to be obtained therefrom. You agree that we are not responsible or liable for any possible inadvertent inaccuracies in the information used by you on the Service. If you choose to include its Content in the Service, you are fully responsible for the accuracy of such listings and accuracy of the Content.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. WE, ITS SUBSIDIARIES AND AFFILIATES (collectively, "REFCHECK INC") DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE SERVICE, AND THE INTERNET. REFCHECK INC ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, ITEMS OR INFORMATION, ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER COMMERCIAL LOSS, EVEN IF WE WAS ADVISED OF SUCH DAMAGES, FROM DELAYS, NON-DELIVERIES, ERRORS, SERVICE DOWN TIME, SERVICE UNAVAILABILITY, OR SERVICE INTERRUPTIONS CAUSED BY THE WE PARTIES OR BY YOUR OR ANY OTHER USER'S OWN ERRORS AND/OR OMISSIONS.

YOU ACKNOWLEDGE AND AGREE THAT REFCHECK INC SHALL NOT ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION BY THE OTHER USERS WITH RESPECT TO CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICE OR THESE TERMS. EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS AS OUTLINED BELOW, EACH PARTY'S LIABILITY TO THE OTHER PARTY AND YOUR EXCLUSIVE REMEDY FOR YOUR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY, OR FOR BREACH OF THIS AGREEMENT IS LIMITED SOLELY TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO REFCHECK FOR USE OF THE SERVICE. BECAUSE SOME STATES OR COUNTRIES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR COUNTRIES EACH PARTY'S AND ITS RESPECTIVE SUBSIDIARIES' AND AFFILIATES' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

8. Indemnity

You agree to release, defend, indemnify and hold RefCheck INC, its affiliates and employees (collectively, "Indemnitees") harmless from any legal claim or demand (including reasonable attorney fees) that arises from Your actions (or inactions), Your use (or misuse) of our Services, Your breach of the Terms, or You and Your accounts infringement of someone else's rights. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

You shall not be required to indemnify and hold RefCheck INC harmless for such Claims arising out of RefCheck INC's willful misconduct, gross negligence or breach of these Terms. A party being indemnified by the other party reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a party hereunder, and in such event, the party providing the indemnification shall have no further obligation to provide indemnification for such matter.

9. Intellectual Property

All intellectual property rights in the Service and its database, including copyrights, trademarks, industrial designs, patents and trade secrets – are either exclusive property of RefCheck INC or exclusively licensed to RefCheck INC. The Service is protected, among others, by United States Copyright and Trademark Law or by provisions prescribed by any other law, in the United States and abroad.

Copying, distributing, publicly displaying, offering to the public via communication, transferring to the

public, modifying, adapting, processing, creating derivative works, selling or leasing, any part of the Service, in any manner or means without the prior written consent of RefCheck INC, is strictly forbidden. "RefCheck INC", RefCheck INC logo, and other trade and/or service marks are property of RefCheck INC and may not be used in any of the aforementioned means.

RefCheck INC may protect the Service by technological means intended to prevent unauthorized use of the Service. You undertake not to circumvent these means. Without derogating RefCheck INC rights under these Terms or under any applicable law, infringement of the rights in and to the Service will, in and on itself, result in the termination of all your rights under these Terms. In such an event, you must immediately cease any and all uses of the Service, and within your obligations to RefCheck INC, you undertake to do so.

10. Mobile Services

When you access the Service through a mobile device, you may incur a fee for data usage or other associated costs from your wireless provider. You agree that You are solely responsible for Your use of the Service on your mobile device and adherence to your wireless provider's terms and conditions.

11. Apple and Android Enabled Software Applications

We may make the System to be accessed via a Mobile device ("Mobile System"). To use the Mobile System, you must have a mobile device that is compatible with the Mobile Service. RefCheck INC does not warrant that the Mobile System will be compatible with your mobile device. RefCheck INC hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile System for one RefCheck INC account owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile System, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile System to any third party or use the Mobile System to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile System; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile System,

features that prevent or restrict use or copying of any content accessible through the Mobile System, or features that enforce limitations on use of the Mobile System; or (v) delete the copyright and other proprietary rights notices on the Mobile System. You acknowledge that RefCheck INC may from time to time issue upgraded versions of the Mobile System and may automatically electronically upgrade the version of the Mobile System that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile System is covered by the applicable open source licenses, free software licenses, third-party licenses, and/or End User Licenses, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile System or any copy thereof, and RefCheck INC or its third-party partners or suppliers retain all right, title, and interest in the Mobile System (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void.

RefCheck INC reserves all rights not expressly granted under this Agreement. If the Mobile System is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Mobile System by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile System originates in the United States and is subject to United States export laws and regulations. The Mobile System may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile System may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile System and the RefCheck INC Service. (1) Mobile System from iTunes or Google Play. The following applies to any Mobile System you acquire from the iTunes Store or via Google Play Store: You acknowledge and agree that this Agreement is solely between you and RefCheck INC, not Apple/Android, and that Apple/Android has no responsibility for the

software or content thereof. Your use of the software must comply with the App Store Terms of Service. You acknowledge that Apple/Android has no obligation whatsoever to furnish any maintenance and support services with respect to the software. In the event of any failure of the software to conform to any applicable warranty, you may notify Apple/Android, and Apple/Android will refund the purchase price for the Software to you; to the maximum extent permitted by applicable law, Apple/Android will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to RefCheck INC as provider of the Service. You acknowledge that Apple/Android is not responsible for addressing any claims of you or any third party relating to the software or your possession and/or use of the software, including, but not limited to: (i) product liability claims; (ii) any claim that the software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to RefCheck INC as provider of the Service. You acknowledge that, in the event of any third party claim that the software or your possession and use of that software infringes that third party's intellectual property rights, RefCheck INC, not Apple/Android, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and RefCheck INC acknowledge and agree that Apple/Android, and Apple/Android's subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple/Android will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the software against you as a third party beneficiary thereof.

If you use the Service through an Apple/Android device, then you agree and acknowledge that:

Apple/Android, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Service maintenance and support.

You will have no claims, and you waive any and all rights and causes of action against Apple/Android with respect to the Service or the Terms, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance;

Apple/Android and Apple/Android's subsidiaries are third party beneficiaries of the Terms. Upon your acceptance of the Terms, Apple/Android will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

13. General

13.1 Governing Law

Each party will comply with all laws, rules, and regulations applicable to this Agreement. This Agreement shall be governed by the laws of the State of New Jersey without giving effect to its principles regarding conflicts of law. All disputes shall be resolved exclusively in state or federal court in Essex County, New Jersey. You acknowledge that the Services are of United States origin and agree to comply with all export laws and regulations of the United States.

13.2 Dispute Resolution, Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY.

RefCheck INC is always interested in resolving disputes amicably and efficiently. If you have any concerns or disputes please email; customer support at: seth@gorefcheck.com

You agree that any claim or dispute at law or equity that has arisen or may arise between you and RefCheck INC will be resolved in accordance with the provisions set forth in this Legal Disputes Section. Please read this Section carefully. It affects your rights and will have a substantial impact on how claims between RefCheck INC and You are resolved.

(a). Applicable Law. You agree that the laws of the State of New Jersey, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between You and RefCheck INC, except as otherwise stated in this Agreement.

(b). Agreement to Arbitrate. You agree that any and all disputes or claims that have arisen or may arise between RefCheck INC and You shall be resolved exclusively through final and binding arbitration, rather than in court, except that You may assert claims in small claims court, if the claim qualifies. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

(c). Arbitration Procedures.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of this Agreement as a court would.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>.

The arbitration shall be held in the county in which RefCheck INC is incorporated. If the value of the relief sought is \$10,000 or less, RefCheck INC and You may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on RefCheck INC and You subject to the arbitrator's discretion to require an in-person hearing, if

the circumstances warrant. Attendance at an in-person hearing may be made by telephone by RefCheck INC and You unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of New Jersey, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall be bound by rulings in prior arbitrations involving you to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(d). Costs of Arbitration.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. In the event the arbitrator determines that the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse RefCheck INC for all fees associated with the arbitration.

(e). Judicial Forum for Legal Disputes.

Unless You and We agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to You or to a particular claim or dispute, as a result of a court order, You agree that any claim or dispute that has arisen or may arise between You and We must be resolved exclusively by a state or federal court located in New Jersey. RefCheck INC and You agree to submit to the non-exclusive jurisdiction of the courts located within Essex County, New Jersey for the purpose of litigating all such claims or disputes.

13.3 Modifications

THIS AGREEMENT AND THE SERVICES DESCRIBED HEREIN ARE SUBJECT TO CHANGE BY REF CHECK INC IN ITS SOLE DISCRETION AT ANY TIME. RefCheck INC may modify or discontinue the service with or without notice. RefCheck INC is not liable to You or any third party for any such

modification or discontinuation. When changes are made to this Agreement, We will make a new copy of the Agreement available by posting on Our Site or through the Services. We will also update the "Last Revised" date at the top of the Agreement. If We make any material changes, and You have registered to use the Services, We may also notify you via email or through the Services. Changes will be effective immediately for new users and will be effective ten (10) days after posting notice of such changes on the Site for existing users. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service.

13.4 Title, Severability, Non-Waiver,

Nothing herein shall be construed as conveying title to the Service to You. The Service is and shall at all times remain the personal property of RefCheck INC. You agree that it will never represent that the title to the Service is in anyone other than RefCheck INC and shall never cooperate, whether actively or passively, with anyone claiming any right, title or interest in the Service, other than RefCheck INC.

If any provision of this Agreement is unenforceable, such unenforceability shall not make any other provision hereof unenforceable. Any reference to any party includes its agents and employees. If any provisions of this Agreement conflict with any statute or rule of law in any jurisdiction wherein it may be sought to be enforced, then said provisions shall be deemed null and void to such extent, but without invalidating the remaining provisions.

The remedies of this Agreement provided in favor of either party shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The failure or delay of either party in exercising any right granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies and any single

or partial exercise of any particular right by either party shall not exhaust the same or constitute a waiver of any other right provided herein.

Any failure by either party to require strict performance by the other party of any term, covenants or agreements herein shall not be construed as a consent or waiver of any breach of the same or of any other term, covenant or agreement herein.

This Agreement constitutes the complete agreement and understanding among the parties, and supersedes all prior or contemporaneous proposals, oral or written, understandings, covenants, agreements, arrangements and communications between them relating to the subject matter of this Agreement.

This Agreement shall not be construed against RefCheck INC as the drafter of this Agreement.

13.5 Electronic Communication, Documentation

When you use the Service or send e-mails to us, you are agreeing to communicate with us electronically. This Agreement and any other documents reference herein will be considered a “writing” or “in writing” to comply with applicable legal requirements, and are legally enforceable between the parties. Printed versions of this Agreement and the documents referenced herein will be admissible in any legal proceeding

13.6 Notices

You agree We will provide notices and messages to You within the Services, or if required, via email or regular mail. You may provide RefCheck INC notice and will be deemed provided once received by RefCheck, INC., to the address RefCheck INC at info@gorefcheck.com

You acknowledge that you have had full opportunity to review this Agreement in detail and to seek independent legal representation and advice pertaining to this Agreement and either has done or has in its own independent business judgment chosen not to do so.

13.7 Language of Terms

English shall be the language of these Terms and the parties waive any right to use and rely upon any other language or translations. Il est la volonte expresse des parties que les presentes Conditions d'utilisation et tous les documents qui s'y rapportent soient rediges en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du francais.