

TERMS OF SERVICE

Last Update: August 22, 2019

1. ACCEPTANCE

- a) *Our Venue.* These Terms of Service (the “Terms”) govern your use of <https://5ccheckpoint.com/> (the “Platform”). The Platform is a unique tool used to evaluate spiritual life, relationships, character, vision and competencies by taking a survey.
- b) *Legal Effect.* These Terms have a force of a legally binding agreement, even if you are simply browsing without intention to contact us or register an account. The term "us," "we" or "our" refers to the owners and operators of this Platform. The term "you" refers to the viewer of the Platform. Privacy Policy [<https://beta.5ccheckpoint.com/pdf/privacy-policy-v1-2.pdf>] is another important document that you should familiarize yourself with because it describes our practices with respect to your personal information. You cannot visit the Platform if you do not agree to these Terms or the Privacy Policy. Sometimes we modify these Terms. We don't notify users about every change to the Terms but you can see the date of the last update at the top of this page. If you still wish to visit the Platform after said date, that constitutes your agreement to the updates.
- c) *Third Parties.* The Platform may contain references to third party websites and rely on third party services for support. We shall not be liable for any third party venues and cannot guarantee their performance. We do not monitor all content submitted to the Platform. We shall not be liable for user submissions or any third party content on the Platform.

2. INTELLECTUAL PROPERTY

- a) *Our Intellectual Property.* We and our content suppliers own all intellectual property rights in our Platform contents, logos, trademarks (whether registered or unregistered) and data. Our IP rights are protected by U.S. law and international IP conventions. By using our Platform you do not acquire any of our IP rights. Nevertheless, you can view and print out this Platform's content for personal use. We reserve all rights that are not expressly granted under these Terms or other written agreements between you and us.
- b) *Your Submissions.* If you submit any content (e.g., testimonies & feedback), you state that: (i) you have all necessary rights to that content, and (ii) we can display, transmit, modify and distribute this content without compensation to you. We can use and implement any feedback that you voluntarily provide without compensation.
- c) *Copyright Infringement.* We take copyright infringement seriously. Report it to us if you see it on our Platform and we will investigate.

3. USERS' OBLIGATIONS

By visiting this Platform, you represent and agree that:

- a) You are 18 years of age or older. You have a full capacity to enter into a legally binding agreement, such as these Terms.
- b) If purchasing anything, you are responsible for ensuring your payment method is valid. You will pay as agreed using only payment methods which you are authorized to use. You will not use false identity.

- c) You will not let others use your account, except as may be explicitly authorized by us. Everything that happens under your account is your responsibility. Registering duplicate accounts is not allowed.
- d) If you make a submission, it shall be truthful and not misleading. We can terminate any account for writing untruthful reviews, comments or other content. We reserve the right to edit, reject or erase anything submitted to us without prior notice. You will not send spam, anything defamatory, vulgar, racist, abusive or hateful.
- e) You will ask for our permission before copying anything from our Platform for republication.
- f) You will not use our Platform for anything illegal.
- g) We reserve the right to terminate any account using our sole reasonable discretion and without notice or liability.
- h) Bots, crawlers, indexers, web spiders, harvesters or any similar automatic processes are not allowed on our Platform.
- i) You will not impede the proper functioning of the Platform.

4. CONFIDENTIALITY

You cannot use or disclose any confidential information relating to our business, users, operations and properties for any purpose without our express prior written authorization. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of our confidential information.

5. BREACH OF THESE TERMS

If any user violates these Terms or any law, we can, without limitation: (i) ban that user from the Platform; (ii) disclose the user's identity to authorities and assist in investigations; (iii) delete or moderate the user's content; (iv) take any other action available under law.

6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

- a) EVERYTHING WE PROVIDE ON THIS PLATFORM IS ON AN "AS IS" BASIS, TO BE RELIED ON AT YOUR OWN RISK. DO YOUR OWN RESEARCH BEFORE RELYING ON ANYTHING ON THIS PLATFORM. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, SAFETY, FREEDOM FROM DEFECTS OR THAT DEFECTS WILL BE CORRECTED, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE PERFORMANCE.
- b) WE ARE NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE FEES WE RECEIVED FROM YOU, IF ANY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless our company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Platform; (ii) your violation of any provision of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your user submissions caused damage to a third party.

8. ARBITRATION

Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. The arbitration shall be governed by the laws of Illinois. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. You understand that this Section means that, by using the Platform, you agree to arbitrate, thus, waiving your rights to sue in court and have a jury trial.

9. GENERAL

- a) *Communications.* You agree that we can communicate with you electronically, via SMS, push notifications, email or phone calls. All electronic communications shall have the same legal force as if they were in paper form.
- b) *Relationship of the Parties.* You and us are in an independent contractor relationship with respect to each other. That means that there is no partnership, joint venture, employer/employee or any similar arrangement.
- c) *Hyperlinks.* Linking to our Platform is allowed, however, it must always be done in a way that does not adversely affect our business or implies some form of association when there is none.
- d) *Severability.* If any part of these Terms is found to be unenforceable, then only that particular portion, and not the entire Terms, will be unenforceable.
- e) *Assignment.* We have the right, at our sole discretion, to assign or subcontract our rights or obligations outlined in these Terms.
- f) *Waiver.* Our failure to exercise any of our rights under these Terms shall not be considered a waiver to exercise them in other instances. No waiver shall be effective unless it is in writing signed by us.
- g) *Prevailing Language.* If there are any inconsistencies or conflicts between the English original of these Terms and any foreign language translation, the English version shall prevail.

Drafted by Sergei Tokmakov, Esq.