

Terms and Conditions

Agreement between user and arcmobileapp.com and Native Apps

Welcome to arcmobileapp.com and Arc Mobile Native Apps. The arcmobileapp.com website (the "Site") is comprised of various web pages operated by Arc Mobile ("Arc"). arcmobileapp.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of arcmobileapp.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

arcmobileapp.com is a Mobile Payment App and E-commerce Site

Arc Mobile's Mission is to provide a app based Mobile Payment solution that is faster, cheaper, and more secure than traditional payment methods.

Privacy

Your use of arcmobileapp.com is subject to Arc's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting arcmobileapp.com or sending emails to Arc constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Arc is not responsible for third party access to your account that results from theft or misappropriation of your account. Arc and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Any contact information entered into the mobile app(s) will be stored encrypted on the mobile device, and may also be stored Arc for use in maintaining your account. Any payment information stored in the mobile app(s) will only be stored encrypted on the phone, never on anywhere else by Arc. You are responsible for creating a secure pin in the app(s) that will encrypt the information on the mobile device. You are responsible for the storage and safety of this pin as it cannot be recovered by Arc. This Pin will also act as your "digital signature" when making a purchase facilitated by Arc. This digital signature will serve as authorization for Arc to facilitate a transfer of funds between the User and the Merchant.

In the event that a User loses an Arc-enabled mobile device the account may be disabled remotely by visiting Arcmobileapp.com, logging into your account in the top right and clicking disable account. By disabling your no transactions can be processed via the app. Arc will not be responsible for information stored on the mobile device or transactions made on the mobile device.

Arc does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use arcmobileapp.com only with permission of a parent or guardian.

Cancellation/Refund Policy

Arc Mobile is only a facilitator of mobile payment transactions. Any transaction taking place through Arc is between the User and the Merchant. Arc is not responsible/liable for refunds and any refund must be brought to the attention of the merchants management.

Links to third party sites/Third party services

arcmobileapp.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Arc and Arc is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Arc is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Arc of the site or any association with its operators.

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Third Party Accounts

You will be able to connect your Arc account to third party accounts. By connecting your Arc account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Arc from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Arc Content accessed through arcmobileapp.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Arc, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Arc reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Arc in asserting any available defenses.

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Termination/access restriction

Arc reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Illinois and you hereby consent to the exclusive jurisdiction and venue of courts in Illinois in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Arc as a result of this agreement or use of the Site. Arc's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Arc's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Arc with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not

limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Arc with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Arc with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Arc reserves the right, in its sole discretion, to change the Terms under which arcmobileapp.com is offered. The most current version of the Terms will supersede all previous versions. Arc encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Arc welcomes your questions or comments regarding the Terms:

Arc Mobile
1444 w taylor street
Chicago, Illinois 60607

Email Address:
admin@arcmobileapp.com

Telephone number:
(708) 320-9272

Effective as of December 03, 2012