Privacy Policy

Last updated: May 11th, 2021

Checkups ("us", "we", or "our") operates www.Checkups.us (the "Site") and a mobile application ("App") (collectively the "Software"). This Privacy Policy (the "Policy") informs you of our policies regarding the collection, use and disclosure of personal information ("Information") we receive from users of the System.

We use your Information only for providing the necessary information to the Agency. By using the System, you agree to the collection and use of Information in accordance with this policy.

General.
Checkups respects the privacy of its users ("user" or "you") that use our System. The following Privacy Policy is designed to inform you, as a user of the System, about the types of Information that Checkups may gather about or collect form you in connection with your use of the System. It also is intended to explain the conditions under which Checkups uses and discloses that Information, and your rights in relation to that Information. Changes to the Policy are discussed at the end of this document. Each time you use the System, however the current version of this Policy will apply. Accordingly, each time you use the System you should check the date of this Policy (which appears at the beginning of this document) and review any changes since the last time you used the System.

BY USING OR ACCESSING THE SYSTEM, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY.

GATHERING, USE AND DISCLSOURE OF NON-PERSONALLY-IDENTIFYING INFORMATION

Users of the System Generally.
Non-Personally Identifying Information is information that without the aid of additional information cannot be directly associated with a specific person. Personally Identifying Information ("PII") by contrast is information such as your name or email address that, without more, can be directly associated with a specific person. Checkups gathers from its users of the System both information and will make available both Non Personally and Personally Identifying Information to the Agency.

Checkups will have to determine from an IP address a user's Internet service provider and the geographic location of the user's point of connectivity as well as other statistical usage data. Checkups analyzes the Information gathered from users of the System to deliver to the Agency to ensure the Agency is provided the necessary information.

Combination of Personal and Non-Identifying Information: Certain Non-Personally Identifying Information will be considered a part of your PII if it were combined with other identifiers in a way that enables you to be identified (for example, combining information with your name). But the same pieces of information are considered Non-Personally Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences). We may combine your PII with Non-Identifying Information, but we will treat the combined information as PII.

Automatically Collected Information.
There will be some information that the system collects automatically. You consent to the automatic collection of, including but not limited to, contact information, login information, photos, check-ins, the type of mobile device you use, your Device's ID, your Device's IP address, your Device's operating system, your Device's internet browser, and information about the way you use the System.

This System collects precise, real-time location information. When you open the System we will use GPS technology, geo-targeting data (e.g. zip code or city), (or other similar technology) to determine your current location in order to determine the city you are located with and display a location map to the Agency. This geocollected data will be provided to the Agency to allow check-ins and updates to the court. You will not be able to turn off the location services for the System located in your account settings because this information is vital for Agency use.

Ghost Click and Location Information.
The Ghost Click provides the Agency with the ability to track a Personal User's location at any time. The Ghost will not appear on the Personal User's phone nor will the Personal User be notified when the Agency tracks the Personal User via the Ghost. If the Personal User permits the App, by consenting to the Terms of Use, EULA, and Privacy Policy, to access location services through the mobile application ("App") used by the End User's mobile operating system, Checkups may also collect the precise location of an End User's device when the App is running in the foreground or background. We may also derive an End User's approximate location from their IP address.

We request permission for our app's collection of precise location from your Device per the permission system used by your mobile operating system. If you initially permit the collection of this information, you can later disable it by changing the location settings on your Device. However, this will limit your ability to use certain features of our Services. Additionally, disabling our App's collection of precise location from your device will not limit our ability to collect your location information nor our ability to derive approximate location from your IP address. If you chose to delete the App, any information pertaining to the Ghost will automatically be deleted as well.

Web Cookies.
Checkups will use "cookies" to collect information. A web cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We use cookies on the Site to keep track of the services you have used, to record registration information regarding your login name and password, to record your user preferences, and to keep you logged into the Site. We also use web cookies to track the pages you visit during each Site session to both help us improve users' experiences and to help us understand how the System is being used. As with other non-personally identifying information gathered from users of the Site, we analyze and disclose in aggregated form information gathered using web cookies, so as to help us better understand how the System is being used. You may be able to instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the Site. If you do not accept cookies, however, you may not be able to use all functionality of the Site.

Embedded Script
Checkups may also employ software technology known as Embedded Scripts. An Embedded Script is programming code that is designed to collect information about your interactions with the System, such as the links you click on. The code is temporarily downloaded onto your Devise and is deactivated or deleted when you disconnect from the System.

INFORMATION COLLECTION AND USE

System Registration.
While using our System, we will ask you to provide us with certain PII that can be used to contact or identify you. Much of the PII collected by Checkups about users is information provided by the users themselves when they (1) register for the System, (2) log into the System to provide location information, (3) participate in polls, surveys or other features of our service, or respond to offers or advertisements, (4) communicate with us, and (5) provide personal court information. This information may include user's name, address, email address, telephone number, location, and credit card information, username, password, and other registration information. We also will request information about your gender, age, date of birth, username, hometown, and other demographic or relevant information as determined by what is needed by your Agency. Users of the System must provide this Information for it is essential to the purpose of the System. The System obtains the information you provide when you download and register the System. Registration with us is optional. However, please keep in mind that you may not be able to use some of the features offered by the System unless you register with us.

BY REGISTERING WITH OUR USING THE SYSTEM, YOU COSNENT TO THE USE AND DISCLOSURE OF YOUR PERSONALLY IDENTIFYING INFORMATION AS EDSCRIBED IN THIS "INFORMATION COLLECTION AND USE" SECTION.

Identity Verification: We may collect PII, such as your date of birth or taxpayer identification number, to validate your identity or as may be required by law. We may request documents to verify this information, such as a copy of your government-issued identification or photo or a billing statement. This is to ensure the accuracy of the information we will be providing to the Agency.

COMPANY DISCLOSURES
Checkups will disclose PII under the following circumstances:

By Law or to Protect Rights.
When we believe disclosure is appropriate, we may disclose PII in connection with efforts to investigate, prevent or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of Checkups, our users, our employees or others; to comply with applicable law or cooperate with law enforcement to enforce our Purchase Agreement, Terms of Use, and EULA in response to a subpoena or similar investigative demand, a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.

Third Party Service Providers.
We may share your PII, which may include your name and contact information (including email address) with our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, supporting the System's functionality and supporting surveys and other features offered through the System. We may also share your name, contact information and credit card information with our authorized service providers who process credit card payments. These service providers may have

access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.

Business Transfers; Bankruptcy.
Checkups reserves the right to transfer all PII in its possession to a successor organization in the event of a merger, acquisition, bankruptcy or other sale of all or portion of Checkups assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred PII will be subject to this Policy. PII submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.

Changing PII; Account Termination.
You may at any time review or change your PII by going to your account settings or contacting us using the contact information below. Upon your request, we will deactivate, delete, or update your account and contact information from our active database. Such information will be deactivated, deleted, or updated as soon as practicable based on your account activity. We will retain in our files the previous PII to prevent fraud, to troubleshoot problems, to assist with any investigations, to enforce our Terms of Use and to comply with legal requirements as permitted by law. Therefore, you should not expect that all your PII will be completely removed from our databases in response to your requests. Additionally, we keep a history of changed information to investigate suspected fraud with your account.

General Use.
Company uses the PII in the files we maintain about you and other information we obtain from your current and past activities on the System (1) to deliver the information your Agency requests ;(2) to deliver the information you would like to provide your Agency with; (3) to manage your account and provide you with customer support; (4) to communicate with you by email, post mail, telephone and/or mobile devices about updates or services that may be of interest to you; (5) to develop and display content and advertising tailored to your interests on the System; (6) to resolve disputes and troubleshoot problems; (7) to measure consumer interest in our services; (8) to inform you of updates; (9) to customize your experience; (10) to detect and protect us against error, fraud, and other criminal activity; and (11) to enforce our Terms of Use, Purchase Agreement, and EULA. At times, we may look across multiple users to identify problems. In particular, we may examine your PII to identify uses using multiple user IDs or aliases. We may compare and review your PII for accuracy and to detect errors and omissions.

Collection and Use of Information by Third Parties Generally.
We contractually prohibit our contractors, affiliates, vendors, and suppliers, from disclosing PII received from us, other than in accordance with this Privacy Policy. However, third parties are under no obligation to comply with this Privacy Policy with respect to PII that users provide directly to those third parties, or that those third parties collect for themselves. These third parties include advertisers, providers of games, utilities, widgets and a variety of other third-party websites and applications accessible through the System. We neither own nor control the third party websites and applications accessible through our System. Thus, this Privacy Policy does not apply to information provided to or gathered by the third parties that operate them. Before visiting a third party, or suing a third-party application, whether by means of a link on our Site, directly through our Site, or otherwise and before providing any PII to any such third party, users should inform themselves of the privacy policies and practices (if any) of the third party responsible for that Website or Application, and should take those steps necessary to, in those user's discretion, protect their privacy.

Security.
The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Changes to This Privacy Policy.
This Privacy Policy is effective as of the date you download the App and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

Data Retention Policy, Managing Your Information.
We will retain user provided data for as long as you use the System and for a reasonable time thereafter. We will retain automatically collected information for up to 24 months and thereafter may store it in aggregate. If you'd like us to delete user provided data that you have provided via the System, please contact us and we will respond in a reasonable time. Please note that some or all of your data may be required in order for the System to function properly.

General Audience.
The System is intended for users 18 and older plus those under 18 that have obtained their parent's or guardian's permission. We do not knowingly collect Personal Information from anyone younger than 18 that has not obtained their parent's or guardian's permission. If we become aware that a child younger than 18 that has not obtained their parent's or guardian's permission has provided us with PII, we will use commercially reasonable efforts to delete such information from our database. If you are the parent or legal guardian of a child younger than age 18 and believe that Checkups has collected PII from your child without your consent, please contact us immediately.

Miscellaneous General Provisions.

A. **CHECKUPS' ASSIGNMENT.** Checkups may assign any rights under this Privacy Policy without your approval. You shall not assign any rights under this Privacy Policy without Checkups' advance, written approval.
B. **SURVIVAL.**
    i. All representations, warranties and agreements of the parties hereto shall survive the execution or termination hereof, and all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective heirs, legatees, devisees, successors and assigns.
    ii. Sums due prior to the termination of this Agreement shall remain due and payable after the Agreement's termination.
    iii. This section in no manner reduces or affects Checkups' right to obtain injunctive or other relief

against you as provided by law.

C. **NOTICES.**
   i. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given and received for all purposes if:
      1. Emailed with delivery confirmation or read receipt to the email address set forth on the signature page hereof for email notifications (emails sent after 5PM Central Standard Time shall be treated as delivered on the following day)
      2. delivered personally to the Party to whom the same is directed (with reasonable proof of personal delivery such as via executed acknowledgement of personal delivery or delivery by courier service); or
      3. sent by United States Registered or Certified Mail, postage and charges prepaid, or Federal Express, United Parcel Service, or other similar delivery service offering reasonable proof of delivery, addressed as follows:
         a. to Checkups at the address set forth below, or to such other address as Checkups may from time to time specify by notice to the You; or
         b. to you at the address previously provided to Checkups.
   ii. In the event any such notice is refused by the addressee for any reason whatsoever, then the date of such refusal shall be deemed the date of receipt of such notice by the addressee.

D. **GOVERNING LAW AND DISPUTE RESOLUTION.**
   i. Checkups' principal office is located in Bexar County, Texas. This Agreement is performable in Bexar County, Texas and shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the parties, the parties agree to submit themselves to the jurisdiction of the Civil District Courts of Bexar County, Texas. If the preceding venue selection provision is held invalid, the parties hereto agree to resolve any disputes arising under this agreement in a court of applicable jurisdiction and venue in Texas.

E. **ENTIRE AGREEMENT.**
   i. This instrument incorporates by reference the Related Terms. This instrument supersedes any and all prior agreements between the parties with regard to the matters set forth herein and it may not be altered or amended except by a written instrument signed by the parties hereto.
   ii. If there is a conflict between this Agreement and the Related Terms, the provision of the instrument providing Checkups with the greatest benefit or protection shall control as determined in Checkups' sole discretion.

F. **WAIVER.**
   i. No waiver of any term or provision of this Agreement shall be effective unless it is made in writing and signed by the party against whom enforcement of the waiver is sought.

G. **COUNTERPARTS.**
   i. This Agreement may be executed in counterparts. Facsimile or electronic signatures may be treated as original signatures for the purposes of execution and proof of this Agreement.

H. **SEVERABILITY.**
   i. If any portion of this Agreement should be held to be unenforceable or invalid, such unenforceable or invalid section shall not affect the remainder hereof which shall remain fully enforceable and binding upon the parties.

Contact Us

If you have any questions about this Privacy Policy, please contact us by email or mail as follows:

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