

A. What This Agreement Covers

This Agreement between you and Global Cash Card, a division of World Processing, Ltd., ("Global Cash Card") governs the use of the Global Cash Card SMS Service ("SMS Service"). The SMS Service permits Global Cash Card cardholders to perform a number of banking functions on accounts linked to the service through the use of mobile devices, such as cell phones, that support the SMS technology. Unless indicated otherwise by the context, "linked Global Cash Card accounts" or "linked accounts" refers to all of your accounts with Global Cash Card that you have linked or enrolled in the SMS Service. In this agreement, the words "we", "us" or "our" mean Global Cash Card. When we use the words, "you" or "your" we mean each person who has an interest in an account or other relationship, which is accessible and accessed through the SMS Service. This Agreement governs your use of any information, content, products, services, transactions, and other features available on or through the SMS Service now or in the future. Your use of the SMS Service may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

B. Accepting the Agreement

When you enroll in and use the SMS Service, you agree to the terms and conditions of this entire Agreement. If you do not accept the Agreement, you may not use the SMS Service. You may not assign this Agreement or your rights to use or access the SMS Service to any other party. We may assign this Agreement to our parent corporation, any existing or future direct or indirect subsidiary of our parent corporation or another Global Cash Card entity, or to any existing or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

C. Relation to Other Agreements

Your use of the SMS Service may be affected by the other agreements you have with Global Cash Card. When you agree to this Agreement, you do not change any other agreements you already have with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, requirements, policies, terms, or stipulations that might impact your use of an account with the SMS Service. If the terms and conditions of this Agreement conflict with the terms and conditions in any other agreement you have with us as they apply to the SMS Service, this Agreement controls. This Agreement is not intended to modify any disclosures or other terms required by law.

D. Use of the SMS Service

The SMS Service is intended for personal, non-commercial use. You may print, copy and download any information or portion of this Web site for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes in whole or in part any information, software, products or services obtained from the SMS Service, except for the purposes expressly provided herein, without the prior written approval of Global Cash Card. Unauthorized use of the SMS Service and or any Global Cash Card systems, including, but not limited to, unauthorized entry into Global Cash Card's systems, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use the SMS Service in any manner that could damage, disable, overburden, or impair any Global Cash Card site or service or interfere with any other party's use and enjoyment of any Global Cash Card site or service. You may not attempt to gain unauthorized access to any Global Cash Card site or service, computer systems or networks connected to any Global Cash Card site or service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to the SMS Service that are contrary to applicable laws or regulations.

E. Enrollment and Eligibility

To enroll in and use the SMS Service, you may need your Global Cash Card paycard card number, Social Security number, or Tax Identification Number, and your card pin or login password and your mobile device. To enroll, login to your cardholder account and click on Mobile Banking OR contact Global Cash Card Customer Service as specified in "Contacting Global Cash Card" below. To enroll, you must be a current Global Cash Card cardholder. Your cardholder account must not be restricted for fraud, national security reasons, or for any other reason. By enrolling to use the SMS Service, you certify that you: (a) are 18 or older; (b) are legally capable of entering into contracts, (c) have provided complete and accurate cardholder information to Global Cash Card, and (d) will only access the SMS Service using secure devices and secure wireless networks.

F. Authority You Grant Global Cash Card and its Service Providers

By enrolling in the SMS Service, you authorize Global Cash Card and its service providers to process instructions, to transmit account information, and to post transactions to your account(s) as directed by you in your use of the SMS Service. You agree that you will instruct us to make a withdrawal or payment only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. Global Cash Card is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer. Global Cash Card's receipt of your bill payment or other instructions authorizes us or our service providers to debit or charge your cardholder account, transmit account information including transaction history and account balance, and to remit (or request that such financial institution remit) funds on your behalf.

G. Security and Your Access Information

To prevent unauthorized access to your account(s) and use of the SMS Service, you agree to keep your user name, password, and any other security or access information (collectively, "Access Information") confidential. We recommend that you memorize your Access Information and do not write it down. You agree not to give or otherwise make available your Access Information to any unauthorized individual. If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the SMS Service or other activity under your user name without your consent, or your account has been accessed without your consent), you must notify us IMMEDIATELY by phone at the contact number provided in "Contacting Global Cash Card" below. Under certain circumstances, we may deny your access to any one or more account(s) or to the SMS Service or any part thereof, or the processing of transactions, in order to maintain or restore security or performance to the SMS Service or any other Global Cash Card websites and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person(s). We may try to notify you in advance, but cannot guarantee we will do so.

H. Acknowledgment of Commercially Reasonable Security Procedures

By using the SMS Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

I. The SMS Service

You may use the SMS Service to:

- View the current balance information for your linked Global Cash Card account(s).
- View the transaction history for your linked Global Cash Card account(s), including debits and credits to your account(s).
- Additional services as made available by Global Cash Card.

Some of the above services may not be available for certain accounts or customers.

J. Charges and Fees for the SMS Service

There is no monthly service charge for use of the SMS Service. Other charges may apply per transaction or payments, or for other reasons. See your other Global Cash Card agreements for information on fee schedules. Additionally, service contract, text message, and other fees may be applicable through your wireless provider. Please contact your wireless provider for information on fees per text message or any fees or charges.

K. Service Hours

The SMS Service is available 365 days a year and 24 hours a day, except during system maintenance, upgrades, and other scheduled or unscheduled outages. Global Cash Card makes no warranty as to SMS Service availability. When the SMS Service is not available, access the same functionality via the Global Cash Card Cardholder Website or Global Cash Card Customer Service.

L. Changes to Agreement

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will not notify you of such changes, but will update this Agreement. You agree to be automatically bound by subsequent revisions to this Agreement. Accordingly, you should periodically visit this page to review the current terms of use.

M. Cancellation

Your enrollment for the SMS Service remains in effect until it is terminated by you or Global Cash Card. You may cancel your service at any time by texting STOP to shortcode 28547 or logging into your cardholder account and discontinuing

service under Mobile Banking. Additionally, you may notify Global Cash Card Customer Service. The SMS Service enrollment cancellation applies to the SMS Service only, and does not terminate your Global Cash Card account(s). We may terminate your participation in the SMS Service for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so. If you close your linked Global Cash Card cardholder account, your SMS Service will end.

N. Ownership of Materials.

The content and information on the SMS Service Site is copyrighted by Global Cash Card and the unauthorized reproduction or distribution of any portions is prohibited.

O. Limitations of Liability and Disclaimers

While we strive to deliver a valuable and error-free service whenever possible, your use of the SMS Service is at your own risk. As long as Global Cash Card, in its sole and unilateral discretion, decides to continue running the SMS Service for the purposes set forth in this Agreement, and to the extent that the enforcement of this Agreement by Global Cash Card, or its successor or assign requires valuable consideration on the part of Global Cash Card, that legally sufficient consideration and required performance are limited to Global Cash Card making reasonable efforts to make the SMS Service available as described in, and conditioned and limited by, this Agreement. Performance by you is legally compelled both by that consideration, and by the reasonable reliance of Global Cash Card upon your Agreement to these and future terms and conditions of this Agreement, in making the SMS Service available to you. Neither Global Cash Card, nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of the SMS Service, or resulting from the act or omission of any other party involved in providing the SMS Service, or from any other cause relating to your access to, inability to access, or use of the SMS Service, whether or not the circumstances giving rise to such cause may have been within the control of Global Cash Card or of any vendor providing software or services. In no event will Global Cash Card or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if Global Cash Card or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. Global Cash Card cannot and does not guarantee continuous, uninterrupted or secure SMS Service. THE SMS SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE GLOBAL CASH CARD MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SMS SERVICE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, GLOBAL CASH CARD MAKES NO WARRANTY THAT (i) THE SMS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SMS SERVICE WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE. GLOBAL CASH CARD IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION MADE AVAILABLE TO YOU VIA THE SMS SERVICE. Nothing contained in the SMS Service is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters. We endeavor to provide communications in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any communication. Communications may not reflect pending transactions or payments and may not be delivered immediately. Delivery of text messages depends on, among other requirements, signal and service availability

P. Governing Law This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and, as this Agreement applies to each individual account that you may access using the SMS Service, by the state laws and regulations governing such account or the account agreement for such account.

Q. Contacting Global Cash Card

Contact Global Cash Card 24 hours a day, 365 days a year at:
888-220-4477 toll free in U.S.
949-751-0360 outside of U.S.

You may also write us at:
Global Cash Card
7 Corporate Park, Suite 100
Irvine, CA 92606