

## **PAYjr Website Terms and Conditions and eDisclosure Statement**

Effective Date 09142006

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.**

Your use of this Site is expressly conditioned on your acceptance of the following terms and conditions. By using this Site, you signify your assent to these terms and conditions. If you do not agree with any part of the following terms and conditions, you must not use this Site. Please note that these terms and conditions only pertain to your use of this Site. Additional terms and conditions apply to products and services, which may be obtained through the use of this Site. These additional terms will be provided to you as part of the registration process for this Site, in the event you elect to become a registered user of this Site.

### **1. OWNERSHIP.**

This web site ("Site") is operated by PAYjr, Inc. (PAYjr"), and each of its modules, is the copyrighted property of PAYjr and/or its various third party providers and distributors. Some of the content found on this Site is owned by third party providers and distributors. None of the content or data found on this Site may be reproduced, republished, distributed, sold, transferred, or modified without the express written permission of PAYjr and/or its third party providers and distributors. In addition, the trademarks, logos and service marks displayed on this Site (collectively, the "Trademarks") are registered and common law Trademarks of PAYjr, their respective affiliates, and various third parties. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of PAYjr or such other party that may own the Trademarks.

### **2. USE OF SITE.**

This Site and the content provided in this Site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the written permission of PAYjr, except that you may download, display and print one copy of the materials presented on this Site on a single computer for your personal, non-commercial use only. Unauthorized use of this Site and/or the materials contained on this Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials.

### **3. AGE AND RESPONSIBILITY.**

You represent that you are of sufficient legal age to use this Site and to create binding legal obligations for any liability you may incur as a result of the use of this Site. You understand that you are financially responsible for all uses of this Site by you and those using your user ID and user password or other such credentials used to access the site.

### **4. USER INFORMATION.**

You will provide information to PAYjr during the registration process and to PAYjr during the course of the use of the Site (the "User Information"). You represent and warrant: (1) that all User Information is accurate and complete at the time of registration, and (2) that User Information will be continuously updated such that the User Information shall at all times be current, accurate, and complete.

### **5. USER CONDUCT.**

You are solely responsible for all conduct and transmissions that take place through use of your user name and password. You represent, warrant and covenant that your use of the Site shall not: \* violate any applicable local, state, national or international law, statute, ordinance, rule or regulation; \* interfere with or disrupt computer networks connected to the Site; \* impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity; \* forge headers or in any manner manipulate identifiers in order to disguise the origin of any User Information; \* upload, post, transmit, publish, or distribute any material or information for which you do not have all necessary rights and licenses; \* upload, post, transmit, publish, or distribute any material which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; \* interfere with or disrupt the use of the Site by any other user, nor "stalk", threaten, or in any manner harass another user; \* upload, post, transmit, publish, or distribute any material or information which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of the Site, or that of other computer systems; \* use the Site in such a manner as to gain unauthorized entry or access to the computer systems of others; \* upload, post, transmit, publish or distribute any material or information which constitutes or encourages conduct that would constitute a criminal offense, give rise to other liability, or otherwise violate applicable law; \* upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable; or \* reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes the Site, or any component thereof (including, but not limited to any materials or information accessible through the Site).

### **6. SYSTEM INTEGRITY.**

PAYjr makes reasonable commercial efforts to make the Site available, however, PAYjr is not responsible for any service interruptions. You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You shall not take any action that imposes an unreasonable or disproportionately large load on the Site infrastructure. PAYjr will not be liable for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

### **7. EXCLUSION OF WARRANTY.**

PAYjr AND ANY THIRD PARTY PROVIDERS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND REGARDING THIS SITE AND/OR ANY MATERIALS PROVIDED ON THIS SITE, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. PAYjr AND ANY THIRD PARTY PROVIDERS AND DISTRIBUTORS DO NOT WARRANT THE ACCURACY,

COMPLETENESS, CURRENCY OR RELIABILITY OF ANY OF THE CONTENT OR DATA FOUND ON THIS SITE AND SUCH PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS WHICH VARY FROM STATE TO STATE.

#### 8. LIMITATION OF LIABILITY.

PAYjr DOES NOT ASSUME ANY RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THIS SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE. IN NO EVENT SHALL PAYjr OR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (I) ANY USE OF THIS SITE OR CONTENT FOUND HEREIN, (II) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE), OR (III) THE PERFORMANCE OR NON PERFORMANCE BY PAYjr OR ANY THIRD PARTY PROVIDERS OR DISTRIBUTORS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY. If, notwithstanding the foregoing, PAYjr or any third party provider or distributor should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this Site or its content, the liability of PAYjr, and the third party providers and distributors shall in no event exceed, in the aggregate, the greater of (a) the subscription fee and service charge for accessing this Site, or (b) US\$100.00. In its sole discretion, in addition to any other rights or remedies available to PAYjr and without any liability whatsoever, either PAYjr may at any time and without notice may terminate or restrict your access to any component of this Site. Some states do not allow limitation of liability, so the foregoing limitation may not apply to you.

#### 9. INDEMNIFICATION.

You shall defend and indemnify PAYjr and any third party providers and distributors and their officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this Site.

#### 10. LINKS.

This Site contains links to other web sites, which are provided solely as a convenience to you and not as an endorsement by PAYjr, its third party providers or distributors of the contents of such other web sites. None of PAYjr or any third party provider or distributor shall be responsible for the content of any other web sites and make no representation or warranty regarding any other web sites or the contents or materials on such web sites. If you decide to access other web sites, you do so at your own risk.

#### 11. RELATIONSHIP.

The relationship between PAYjr and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

#### 12. GOVERNING LAW.

This Agreement and its performance shall be governed by the laws of the state of Delaware, United States of America, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in the state of Delaware, United States of America, in all questions and controversies arising out of your use of this Site and this Agreement.

#### 13. ASSIGNMENT.

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

#### 14. FEES FOR SERVICES

PAYjr charges fees for services offered throughout the site and within the secured portion of the application. All recurring fees are clearly identified as par of the registration process. Any attempt to collect fees that result in a returned transaction from a financial institution or other applicable party for reason or fault which is the responsibility of the user, PAYjr will attempt to collect the fees additional times, and will assess additional penalties with further charges. The rate for the penalties and the velocity of the recuperation attempts are completely at the discretion of PAYjr and are only limited by applicable law. Fees specific to the use of the card services will be defined in the cardholder service terms.

#### 15. CHANGES TO SITE AND TERMS AND CONDITIONS.

You acknowledge and agree that PAYjr may change, modify, amend, suspend or discontinue any aspect of the Site, at any time, without notice and without liability to you or to any third party. Further, PAYjr reserves the right to impose limits on certain features of the Site, at any time, without notice and without liability to you or to any third party. Further, you acknowledge and agree that PAYjr may amend any or all of the Terms and Conditions (including fees and transaction rules) at any time, at PAYjr's sole discretion, without notice. Any amendment of the Terms and Conditions will be reflected on the Site. You are encouraged to periodically review the Terms and Conditions posted on the Site. Use of the Services and the Site constitutes acceptance of the Terms and Conditions, including any amendments thereto. The Terms and Conditions were last revised in June 2005.

#### 16. ADDITIONAL TERMS.

Additional terms and conditions apply to purchases of goods and services and other uses of portions of this Site, and you agree to abide by such other terms and conditions.

#### 17. SEVERABILITY.

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

#### 18. HEADINGS.

The headings used in these Terms and Conditions are included by convenience only and will not limit or otherwise affect these Terms and Conditions.

#### 19. ENTIRE AGREEMENT.

These terms and conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site. This Privacy Statement relates solely to the online information collection and use practices of our Web site located at [www.payjr.com](http://www.payjr.com) (this "Web Site"), and not to any subdomains of this Web Site. We recognize that many visitors and users of this Web Site are concerned about the information they provide to us, and how we treat that information. This Privacy Statement, which may be updated from time to time, has been developed to address those concerns.

#### 20. E-DISCLOSURE STATEMENT FOR PAYJR CARDHOLDERS

On our website, the statement asks for your consent so that we can provide communications and information to you electronically rather than in paper form. We will sometimes use the words "electronic records" as a short way to refer to the communications and information that we may provide electronically. Before you decide whether or not you wish to give your consent to receiving electronic records, you should read and consider the following information. Then, if you decide to consent, you can click the "I Agree" button at the bottom of the online acknowledgement. (For your consent to be effective, your computer and browser will need to meet the hardware and software requirements discussed below at "Are there any hardware or software requirements for me to access or retain the electronic records.")

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. For your convenience, this statement is written in a "Question and Answer" format. If you have any questions about electronic records that are not answered, feel free to communicate with us using any of the following "Contacts":

Send us an e-mail at [support@PAYjr.com](mailto:support@PAYjr.com)  
Or contact us directly at  
PAYjr, Inc.  
2591 Dallas Parkway, Ste 501  
Frisco, TX 75034  
(214)-618-7048

#### **What records will you provide to me electronically?**

If you consent, you will receive electronic records that relate to our Online Services. These will include the following types of documents:

- A. Your Cardholder Agreement. This Agreement contains the terms and conditions governing your card account. It also contains information that we are required to disclose to you under federal law and other regulations
- B. Your account transaction details. As part of the account transaction details, you will receive information about your account, including disclosure information required under these same federal laws and regulations.
- C. Other periodic or special notices (such as hold notices on availability of funds, or error resolution notices if you assert your rights under the federal consumer protection laws and regulations). These include special notices that federal laws and regulations from time to time might require us to provide to you.
- D. Privacy notices and disclosures. These notices provide you with information about our privacy practices and policies.

#### **Do I have an option to regularly receive these records in non-electronic form?**

No, not really. If you want to use our card, the service was designed and built to provide records to you in electronic form. Put another way, the system is an electronic system and it does not have a paper-based alternative.

#### **Can I get a copy of the records in non-electronic form if a special need arises?**

Yes, you can. If you request one, we can prepare a paper-based version of any of the electronic records you receive, for up to five years after the date it was created. If you want us to prepare a paper-based copy, you can request it by contacting us using one of the Contacts shown above.

If you request one, we will provide a paper-based copy of an electronic record. Please refer to the fee schedule for any costs associated with this service.

**If I consent to electronic records now, and change my mind, what can I do and what are the consequences?**

You can change your mind, and withdraw your consent, at any time. We will then stop providing records to you electronically. To withdraw your consent, all you need to do is contact us using one of the Contacts described above.

However, remember that the Online Service does not support paper-based communications. So the consequence to you, if you withdraw your consent to electronic records, is that your access to and your ability to use the Online Service will end.

**Are there any hardware or software requirements for me to access or retain the electronic records?**

Yes, there are. You will need a computer with sufficient memory to store electronic records, and with a working connection to the Internet. You will need a minimum web-browser version of Internet Explorer 5.0, Netscape Navigator 6.0, equivalent (or higher version), with e-mail capability. Your browser will need to have a minimum of 128-bit encryption capabilities. You are responsible for configuring your system to accommodate these requirements. Finally, you will need a printer if you want to print copies of electronic records.

If we change the minimum hardware or software requirements needed to access or retain electronic records, and the change creates a material risk that you will not be able to access or retain a subsequent record, then before the change takes effect we will let you know about the change and let you know what the new requirements are.

We will notify you by e-mail, and at that time you will be allowed to choose whether you still want to give us your consent to receiving communications or information by electronic records. If not, you will be allowed to withdraw your consent at that time, without any fee or charge by us.

However, if you withdraw your consent, you may not be able to access the Online Services without upgraded hardware or software. Then, your ability to use the Online Service could also end (as described above, under "If I consent to electronic records now, and change my mind, what can I do and what are the consequences?").

**How will the electronic records be provided to me?**

Your "Cardholder Agreement" and the "Privacy Policy" are available online and in the disclosure booklet.

Other "periodic or special notices" will be sent to you by e-mail, unless they contain confidential account information. If so, then these will be posted on our Website or mailed. If posted to our Website, we will send an e-mail to you letting you know that they can be accessed online.

Your monthly account statements contain confidential information, so they will be stored for you to access (print or review) at our Website, at [www.PAYjr.com](http://www.PAYjr.com). Monthly statements are posted to the Website every month. The monthly statement will be stored in the Account Information section on our Website, and will be available to you, for at least 120 days following the date it is first posted for you to access.

To access your monthly statements, you will need to Sign-in to the Website.

**Are there other special requirements for electronic records?**

You must provide us with your current e-mail address, and keep it current with us at all times. Otherwise, you may not receive electronic records in a timely manner.

If you download or print any confidential materials, such as your monthly statements, be sure that you store them in a secure environment, just as you would paper-based bank records.