

Use of this Portal is governed both by its Terms of Use and by the Computer Fraud and Abuse Act of 1986, 18 U.S.C. § 1030 (the "CFAA"). Under the CFAA, violation of a website's Terms of Use constitutes a federal offense, and anyone who knowingly "access[es] a computer without authorization or exceeds authorized access" is subject to punishment.

In order to access this Portal, you must agree to the terms and conditions set forth herein. Please review this Access Agreement (the "Agreement") carefully and click "**I AGREE**" at the bottom of this page, so indicating your acceptance and approval of the terms of this Agreement.

By accepting the terms hereof, you hereby represent to FSV Payment Systems, Inc. ("FSV" or "we" or "us") that you are an employee, officer, director or owner of a company with a contractual right to access, and you are accessing, the Portal to manage either (a) your company's stored-value card program or (b) the stored-value card program of a company to which your company provides services, as its agent, relating to the management of the stored-value card program.

You hereby acknowledge and/or agree to the following Terms of Use:

1. Access to Portal. You agree that you are acting solely as a duly authorized employee or agent of a company operating a stored-value card program through this Portal, and you agree to abide by all terms and conditions of this Agreement and the company's contracts relating to that stored-value program. If you are acting as an agent of a company operating a stored-value card program through this Portal, you hereby represent that you have been granted the authority to act on behalf of that company. You hereby acknowledge that in the event such company withdraws authorization for you to access or use this Portal, your access with respect to that company shall be immediately suspended.

2. Login Credentials. You agree that the protection of usernames and passwords used to access this Portal, as well as the protection of any data you access or receive via the Portal, is your sole responsibility. You agree to maintain such information in a secure manner and to not provide your login credentials to any other person.

3. Applicable Terms. You agree that your access to and use of this Portal is subject to and will be made in strict conformance with the terms and conditions of your company's agreements with the providers of the stored-value card program(s) and this Portal.

4. Permitted Use. This Portal, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of FSV and are protected under the United States Copyright Act (17 U.S.C.), as well as by all applicable state and international copyright laws and by the Lanham Act (15 U.S.C. §§1051-1141n). You agree to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on this Portal. This Portal may be used solely for the purposes expressly provided herein, and no aspect

of this Portal may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of FSV. No authority to use any content on this Portal, or any other intellectual or other property of FSV not expressly granted by this Agreement shall be implied. If you are accessing this Portal to transfer funds to cardholders, you may only use this Portal for making bona fide payments to registered cardholders. You agree to not decompile or otherwise copy or use content on this Portal or other proprietary information of FSV for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials you obtain from this Portal. We may modify or upgrade any aspect of this Portal at any time without notice.

5. Accuracy of Data. You shall ensure and verify the dependability and accuracy of all information, instructions, and data you supply or submit via this Portal.

6. Card Security. To the extent you are in possession of any cards, you shall comply with the card security requirements.

7. Compliance with Laws and Rules. You agree to comply with all applicable laws, rules and regulations with respect to your use of this Portal, including but not limited to those concerning the making of wage payments to employees, if applicable.

8. Reliance on Instructions. You authorize us without further inquiry to execute or otherwise act upon instructions or information or purported instructions received from you through this Portal. Such instructions or information provided through the Portal shall constitute a good discharge of our obligations to the company on behalf of whom you are acting. We shall not be liable to you or company (or the company to which your company provides stored-value card program management services, if applicable) for any damage, expense, claim or loss of any kind arising, directly or indirectly, from or as a result of any such instructions or information.

9. Suspension of Access. In the event that any payment network, issuing bank, or law enforcement, governmental, or regulatory agency notifies us of a violation by you of laws, rules or regulations, we may, without liability, immediately terminate your access to and use of this Portal, with no obligation to undertake an independent investigation of any such report received.

10. Portal and Transaction Monitoring. This Portal shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. We shall have the right to prohibit this Portal's use by any person who may, in our sole discretion, pose an undue risk. We may suspend your access to this Portal in the event we suspect that any illegal, unusual, criminal, or fraudulent activity is occurring in relation thereto, and we shall have no liability to you for any such suspension of access.

11. LIMITATION OF LIABILITY. WITH RESPECT TO ANY CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES ARISING OUT OF THIS AGREEMENT, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COSTS, OVERHEAD COSTS.

12. Indemnification. You shall indemnify and hold us and our officers, directors, shareholders, partners, employees, and agents (collectively, "Related Parties") harmless from and against any and all third-party losses, awards and damages, including reasonable attorneys' fees, as adjudicated by a court of competent jurisdiction or settled with our consent ("Losses"), incurred by us or our Related Parties arising out of or due to your use of this Portal.

13. DISCLAIMER. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, BE THEY EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Property of FSV. All manuals, guides, instructions and other written materials of any kind or nature relating in any way to this Portal, the card programs or any aspect thereof, are the property of FSV. All such materials must be promptly returned to us upon request.

15. Confidentiality and Security. You shall treat as confidential and prevent the unauthorized duplication or disclosure of any confidential or proprietary information about the Portal or belonging to us (the "Confidential Information"), as well as all information pertaining to cardholders on whose behalf you are accessing the Portal, including but not limited to names, card numbers, PINs, bank account numbers, social security numbers, passport number, driver's license or state or federal issued identification numbers ("Cardholder Confidential Information"), which you may acquire during the course of your activities under this Agreement and will not use any of the Confidential Information for any purpose other than in furtherance of your obligations under this Agreement. The obligations of confidentiality provided hereunder will survive the expiration or termination of this Agreement for any reason. To the extent you have access to or possess Confidential Information or Cardholder Confidential Information, you shall maintain such information in a secure environment with physical, technical and administrative security measures in compliance with applicable laws, regulations and industry guidelines and standards established for securing such information. You shall notify us immediately upon your discovery or suspicion of any unauthorized access or acquisition of Confidential Information and/or Cardholder Confidential Information.

16. Cooperation. You agree to cooperate with us fully, and to provide copies of all relevant documents requested by us, with respect to any investigation by us or any governmental or law enforcement agency, relative to a company's card program.

17. Attorneys' Fees. If either party hereto institutes a suit, action or other proceeding in connection with any controversy arising out of this Agreement or to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees and associated expenses from the other party.

18. Governing Law and Venue. This Agreement, as well as the rights and duties of the parties hereunder, and all claims and causes of action brought by a party to this Agreement against the other party, shall be governed by, interpreted under and enforced in accordance with the laws of the State of Florida, without regard to choice of law and conflict of law statutes. Venue shall lie in the Federal and State Courts located in Duval County, Florida, which shall have exclusive jurisdiction to hear and determine any claims, actions or suits which may arise under or out of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between you and us with respect to your use of the Portal and supersedes any and all prior or contemporaneous understandings or agreements with respect thereto, whether written or oral.

20. Construction. If and when the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. The order of the sections of this Agreement and the section headings are only for convenience, and shall not be used to interpret any provision hereof.

21. Binding Effect. This Agreement will become effective when agreed by you and remain in effect until terminated.

22. Assignment. We may assign all or part of our rights or duties under this Agreement. This Agreement shall be binding upon and inure to the benefit of such assigns or successors.

23. Survival. The terms, conditions, rights and obligations of you and us set forth in Sections 11 through 18 shall survive the expiration or any other termination of this Agreement.

24. Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement that can be given effect without the invalid provision, and to this end, such provision is declared to be severable.

25. Waiver. Any waiver by us of a breach of any provision of this Agreement or delay in enforcing any rights shall not be construed as a waiver of any other or future breach.

26. Modification. We reserve the right, at our sole discretion, to change, modify, add or delete any portion of this Agreement, in whole or in part, at any time, if required by local, state or federal law, rule or regulation.

27. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are you and us.