

MobiMoney Terms and Conditions End User License Agreement

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We may amend this Agreement at any time by posting a revised version on the www.MobiMoneyservices.com site. You may be required to affirmatively accept the revised Agreement in order to continue using the Service or the App. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the App or the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the App, the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the App, the Service, and/or related applications and material, and limit access to only the App or the Service's more recent revisions, updates, upgrades or enhancements.

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You expressly acknowledge and agree that use of the Licensed Application is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. To the maximum extent permitted by applicable law, the Licensed Application and any services performed or provided by the Licensed Application are provided "as is" and "as available", with all faults and without warranty of any kind, and your financial institutions hereby disclaims all

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To the extent not prohibited by law, in no event shall your financial institution be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to Your use or inability to use the Licensed Application, however caused, regardless of the theory of liability (contract, tort or otherwise), even where Your financial institution has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

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You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Affiliates, independent contractors or other third parties.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may: terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem

appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

The laws of the state of where your financial institution is headquartered, excluding its conflicts of law rules, govern this license and Your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

You agree to indemnify and hold harmless us and our Affiliates and licensors and contractors and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the App, the Site or the Service. You release us and our Affiliates and licensors and contractors and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you and one or more other users of the App, the Site or the Service. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the App, the Services and the Site through which the App or the Services are offered, and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Any terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

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