

## Website Terms and Conditions of Use

JHA Payment Processing Solutions, Inc. (“Company”) Website Terms and Conditions of Use Revised as of August 17, 2011.

Welcome to [www.cardguardian.com](http://www.cardguardian.com) (the “Website”). *smsGuardian* is a service that uses text messages to enable you to monitor activity occurring on your account and to promptly respond to fraudulent activity. Below are some important details about *smsGuardian*. Company provides access to the Website, and its services offered in the Website (collectively called “*smsGuardian*”), to you subject to the following terms and conditions. In return for gaining access to the Website, you agree to be bound by these terms and conditions of use without limitation or qualification. If you do not intend to be legally bound by these terms and conditions of use, do not access or use the Website.

**If you visit the Website, you accept these terms and conditions of use.** Please read them carefully.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING THIS WEBSITE. YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND DISCLAIMERS.

### Geographic Scope

The Website may be viewed internationally, and may contain references to services not available in all countries. References to a particular service do not imply that the Company intends to make such products or services available in such countries.

Unless otherwise specified, Company may offer to provide services featured on the Website only in the United States. The Website is displayed solely for purposes of promoting Company’s services in the United States. Unless otherwise specified, the Website is available for visitors outside of the United States only for purposes of information. The Website is controlled by Company from its offices in Washington State in the United States of America.

### Service Availability

This service is available for the following telecommunication carriers: <https://www.cardguardian.com/CardGuardian/carriers.do>.

### Electronic Communications

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by SMS Text messaging, e-mail or by posting notices on the Website. You will receive alerts sent to your cell phone (or other SMS text messaging device) for enrolled Visa, MasterCard, or ATM cards. The number of alerts you receive will be based on your card usage and settings determined by your card issuer. You will not receive more than one message per transaction on each enrolled card. Message and data rates may apply to these communications. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via e-mail or by posting notices on the Website satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use the Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

### ***Getting Help***

**If you need help regarding the use of this service or your account, you may text the word HELP to 27576 or reply to an Alert message with the word HELP. You may also click on the “Service Usage Guide” link on the Website or call (888) 868-8611.**

### ***Stopping Alerts or Unsubscribing***

**You may discontinue the receipt of Alerts immediately by texting the word STOP to 27576 or by replying STOP in reply to a smsGuardian Alert. You may also unsubscribe from this service entirely on the Website.**

### **Copyright**

All content included on the Website, including, but not limited to, text, design, graphics, logos, button icons, images, audio clips, digital downloads, interfaces, data compilations, software, and code, is the property of Company, its affiliates, or its content suppliers, and is protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Company, its affiliates, or its content suppliers, and is protected by U.S. and international copyright laws. All software used on this site is the property of Company, its affiliates, or its software suppliers and is protected by United States and international copyright laws. For purposes of these terms and conditions of use, the term “affiliates” means any entity or person, directly or indirectly, owning a controlling interest in, or under common ownership control with, Company, or any entity or person in which Company, directly or indirectly, owns a controlling

interest and its (their) subsidiaries. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Website without the express, written consent of Company.

### **Trademarks**

Company or one of its affiliates is the owner of utilized registered trademarks in the United States or other countries.

Company or one of its affiliates is also the owner of the unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin that appear on this Website.

The registered and unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin of Company or its affiliates may not be used in connection with any business, product, or service whose source is not Company or one of its affiliates, in any manner that is likely to cause confusion among customers, the trade, or the public, or in any manner that disparages or discredits Company or any of its affiliates. All other trademarks, service marks, trade names, and logos not owned by Company or its affiliates that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company or its affiliates. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin of Company or its affiliates displayed or contained in the Website without the express, written consent of Company or its affiliates.

### **Patents**

One or more patents apply to the Website and to the features, products, and services accessible via the Website, and all corresponding foreign counterparts. Portions of the Website operate under license of U.S. Patents. Nothing contained on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the foregoing patents, licensed patents, or the patentable inventions contained therein without the express, written consent of Company.

### **License and Site Access**

Company grants you a nonexclusive, nontransferable, limited right and license to access and make personal use of the Website and the material provided hereon for your personal, noncommercial use, provided that you fully comply with the terms and conditions of use of the Website.

You agree not to download (other than page caching) or modify the Website, or any portion of it, except with express, written consent of Company.

This license does not include any rights of resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The Website or any portion of the Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express, written consent of Company. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including, without limitation, images, text, page layout, or form) of Company or its affiliates without its or their respective express, written consent. You may not use any meta-tags or any other “hidden text” utilizing Company’s or its affiliates’ name or trade names, trademarks, or service marks without the express, written consent of Company. Any unauthorized use terminates the permission or license granted by Company.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Company so long as the link does not portray Company, its affiliates, or their products or services, in a false, misleading, derogatory, or otherwise offensive matter. You may not use any proprietary graphic, trade name, trademark, or service mark of Company or any of its affiliates as part of the link without the express, written consent of Company.

### **Reviews, Comments, Communications, and Other Content**

Company and its affiliates reserve the right to refuse service, terminate accounts, remove, or edit content in their sole discretion.

Visitors may not post reviews, comments, and other content, send e-cards and other communications, or submit suggestions, ideas, comments, questions, or other information, any of which is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Company reserves the right (but has no obligation) to remove or edit such content, but does not regularly review posted content.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of

the content you supply does not violate the Terms and Conditions of Use and will not cause injury to any person or entity; and that you will indemnify Company, its related entities and its affiliates for all claims resulting from content you supply.

From time to time, Company may monitor and edit or remove any activity or content, but it has no obligation to do so. Company takes no responsibility and assumes no liability for any content posted by you or any third party. Harassment in any manner or form on the Website, including via e-mail or chat or by obscene or abusive language is strictly forbidden. Impersonation of others, including a Company employee, host, or representative or other members or visitors to the Website is prohibited. You may not upload to, distribute, or otherwise publish through the Website any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or that constitutes or encourages a criminal offense, violates the rights of any party, or otherwise gives rise to liability or violates any law. You may not upload commercial content on the Website or use the Website to solicit others to join or become members of any commercial online service or other organization.

### **Product Descriptions**

Company and its affiliates attempt to be as accurate as possible. However, Company does not warrant that service descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

### **Links**

These terms and conditions of use apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, services, or other materials on or available from such other websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products, services or other resources available from any other website (regardless of whether we directly or indirectly link to such content, advertisements, products, services, or other resources). You should direct any concerns with respect to any other websites to that website's administrator or webmaster.

### **Copyright Complaints**

Company respects the intellectual property rights of others, and we ask our users to do the same. In appropriate circumstances and in our discretion, we may terminate the rights of any user to use of the Website (or any part thereof) who infringes the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to the Company.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may send any notices, including notices of copyright infringement under the Digital Millennium Copyright Act, to Company at:

Director of Compliance  
P.O. Box 91101  
Seattle, WA 98111-9201

Please note that this procedure is exclusively for notifying Company and its affiliates that your copyrighted materials have been infringed.

**THIS POLICY IS INTENDED TO COMPLY FULLY WITH THE REQUIREMENTS OF THE ONLINE COPYRIGHT INFRINGEMENT LIABILITY LIMITATION ACT**

**Disclaimer of Warranties and Limitation of Liability**

**The Website is provided by Company on an “as is” and “as available” basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of the Website or the information, content, materials, or products included on the Website. You expressly agree that your use of the Website is at your sole risk.**

**To the fullest extent permissible by applicable law, Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Company does not warrant that the Website, its**

**servers, SMS text messages, or e-mail sent from Company are free of viruses or other harmful components. Company will not be liable for any damages of any kind arising from the use of the Website, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.**

**Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.**

### **Governing Law**

The Website was developed in the United States of America in accordance with and shall be governed by the laws of the State of Washington in the United States of America. By visiting the Website, you agree that the laws of the State of Washington of the United States, without regard to principles of conflict of laws, will govern these terms and conditions of use, and any dispute of any sort that might arise between you and Company or its affiliates.

### **Disputes**

Any dispute relating in any way to your visit to the Website or to services provided through the Website shall be submitted to confidential arbitration in Seattle, Washington of the United States of America, except that, to the extent you have in any manner violated or threatened to violate Company's intellectual property rights, Company may seek injunctive or other appropriate relief in any state or federal court in the State of Washington and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these terms and conditions of use shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these terms and conditions of use shall be joined to an arbitration involving any other party subject to these terms and conditions of use, whether through class arbitration proceedings or otherwise.

### **Site Policies, Modification, and Severability**

As noted above, you are encouraged and advised to review the terms and conditions of use and the privacy policy posted on the Website. These policies also govern your visit to the Website. By using the Website, you agree to be bound by and to abide by these policies, just as if you had signed an agreement. If you do not comply with these terms and conditions of use at any time, we reserve the right, if applicable, to terminate your password, user account, or your access to the Website (or any part thereof). You agree that any termination or cancellation of your access to, or use of, the Website, may be effected without prior notice.

Further, you agree that we will not be liable to you or to any third party for any termination or cancellation of your access to, or use of, the Website.

We reserve the right, in our sole discretion, to change, modify, add to, or remove portions of the Website, the terms and conditions of use and the privacy policy at any time. You should check these terms and conditions of use and privacy policy periodically for changes. By using the Website after we post any changes to the terms and conditions of use or the privacy policy, you agree to accept those changes, regardless of whether you have reviewed them. If you do not agree to these terms and conditions of use and the privacy policy, you should not use the Website and, if applicable, you should arrange to cancel your registered user account or subscription with us. If any of these terms or conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severed and will not affect the validity and enforceability of any remaining condition.

JHA Payment Processing Solutions, Inc.  
P.O. Box 91101  
Seattle, Washington 98111-9201

support@cardguardian.com

## **Privacy**

### **Website Privacy Policy**

JHA Payment Processing Solutions, Inc. (“Company”) Website  
Privacy Policy Revised as of August 17, 2011.

The website located at [www.cardguardian.com](http://www.cardguardian.com) (the “Website”) is operated by Company (Company may hereinafter be referred to as “us,” “we,” and “our”). Company has created this privacy policy to demonstrate our firm commitment to the privacy of our visitors and customers. Company is committed to respecting your privacy and recognizing your need for appropriate protection and management of personally identifiable information you share with us (the phrases “personally identifiable information” and “personal information” mean any information by which you, individually, can be identified, such as your name, address, telephone number, etc.). The purpose of this privacy policy is to inform you when you visit our Website how we use such information, and the choices you have regarding our use of, and your ability to review and correct, your information.

## **Opt Out**



You may “opt out” of having your personal information shared for purposes of receiving product offers via e-mail or postal mail, and from receiving product offers directly from us via e-mail or postal mail, by simply clicking on the box stating “I Do Not Agree” provided in the Website the first time you use your login and password to access the area of the Website that requires registration. Additionally, you can opt out by providing us written notice identifying which communications you choose not to receive by writing us at:

P.O. Box 91101  
Seattle, Washington 98111-9201

If you choose not to give us your personal information at all, you can still access the Website; however, you will not be able to access areas that require registration or personal information.

### **Alert messages**

Your financial institution determines what types of transactions will generate a text message. You will receive alerts sent to your cell phone (or other SMS text messaging device) for enrolled Visa, MasterCard, or ATM cards. The number of alerts you receive will be based on your card usage and settings determined by your card issuer. You will not receive more than one message per transaction on each enrolled card. Before alerts can be sent, you must confirm your enrollment by successfully texting your enrollment code provided by the *smsGuardian* website when setting up a device. A text message may describe how to respond in order to block your card from use. If you reply as described, the card will be blocked from future use and you must contact your card issuer to have the block removed. If a message exceeds 160 characters you may receive multiple texts to get the complete message. Replying to a text with the word “STOP” will cancel all subscriptions to that mobile device for all enrolled cards. You may reply to a text with the word “HELP” to receive service information

### **Mobile devices**

You can sign up to receive messages on up to ten devices. The cell phone or mobile device must have the ability to send and receive text messages and the use of “short codes” must not be blocked. Short codes are special telephone numbers, often five digits long, which are used to send text messages from mobile phones. You are responsible for any text messaging fees from your carrier, message and data rates may apply. Additional fees may apply from your card issuer. This service is available for the following carriers listed at: <https://www.cardguardian.com/CardGuardian/carriers.do>

### **Enrollment details**

Enrollments will be good for a period of one year. You will be notified prior to expiration of your *smsGuardian* account and may text a reply to renew. Changing your mobile service provider will require you to re-enroll your mobile device in the *smsGuardian* program.

### **More information**

For questions regarding your mobile device or cellular phone please contact your mobile service provider. If you need assistance with the *smsGuardian* service please contact your card issuer. For unauthorized transaction assistance, please refer to the contact information provided under the “Contact Us” section of this site.

### **A Special Notice about Children**

Children (under the age of 18) are not eligible to use the Website unsupervised, and we ask that children do not submit any personal information to us. If you are under the age of 18, you may only use this Website in conjunction with, and under the supervision of, your parents or guardians.

### **General**

In general, you may visit many pages of the Website without telling us who you are or revealing any personal information about yourself. We may track the Internet domain address from which people visit the Website and analyze this data for trends and statistics, but individual users will remain anonymous unless they voluntarily tell us who they are.

Sometimes (such as when you purchase or order a product, subscribe to a service, register to receive catalogs, or participate in contests, sweepstakes, or promotions) we will ask you to provide personal information about yourself, such as your name, shipping/billing addresses, telephone number, e-mail address, credit card information, birth date, gender, occupation, or personal interests. We also maintain a record of your online purchases. Whether or not you choose to provide the information we request is entirely up to you. But if you choose not to provide the information we request, you may be unable to access certain services, offers, and content on the Website.

### **Collection and Use of Personal Information**

If you choose to provide information to us through our online registration, you may be asked to provide us with personal information, including your name, address, postal address and telephone number, your e-mail address, a password, and other identifying information (such as your mother’s maiden name, city of birth, or pet name). If you choose to use a service provided by us, we

will collect additional personal information, including your billing address, shipping address, and credit card number and expiration date in order to process your use of our service properly. We also may ask you for personal information when you ask us for information, subscribe to a Company service or publication, or download information.

Your personal information enables us to provide you with the information you have requested, provide you with information regarding the status of your assets and transactions, fulfill your purchases, and provide you with information regarding future products and services that may suit your particular interests. We also use your personal information to help identify you if you lose your password and to help you quickly find information on the Website.

If you believe that any of your personal information is incorrect, or has been changed since your registration at the Website, please send an e-mail message to [support@cardguardian.com](mailto:support@cardguardian.com) explaining the correction or change and provide any relevant confirmation or reference number.

### **Cookies**

The Website uses cookie technology to improve the quality of your experience. A cookie is a small file that contains information sent by a website that is saved on your hard disk by your computer's browser. Cookies store information that a website may need in order to personalize your experience and gather website statistical data. Any time you visit the Website to browse or to read or download information, we collect and store the name of the domain and host from which you access the Internet (for example, msn.com, aol.com, etc.); the Internet protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access the Website; and the Internet address of the website from which you linked directly to the Website. We use this information to measure the number of visitors to areas of the Website, and to help us make the Website more useful and interesting to our visitors. We use information from cookies in the aggregate to analyze for trends and statistics, and then discard it—we do not track individuals, only instances of entry onto the Website.

Some consumers may not know that cookies are being placed on their computers when they visit websites. If you want to know when this happens, or to prevent it from happening, you can set your browser to advise you when a website attempts to place a cookie on your computer.

### **Do We Share Your Information?**

We will share your personal information with our partners and with third-party independent contractors for purposes of: (1) performing functions on behalf of Company, such as processing credit card

transactions; (2) providing you with product offers via e-mail or postal mail; and (3) tracking information generated through the Website. Our partners and third-party independent contractors are obligated contractually not to use or share your personal information for unauthorized purposes.

Company also may disclose your personal information to comply with a court order, subpoena, search warrant, or other legal process; to comply with legal, regulatory, or administrative requirements of any governmental authorities; to protect and defend Company, its subsidiaries and affiliates, and their officers, directors, employees, attorneys, agents, contractors, and partners, in connection with any legal action, claim, or dispute; to enforce the Terms and Conditions of Use of the Website; to prevent imminent physical harm; and in the event that we find that your actions on the Website violate any laws, our Terms and Conditions of Use, or any of our usage guidelines for specific products or services.

We reserve the right to transfer your personal information to a third party in the event of a transfer of all or substantially all of Company's assets, provided that the third party agrees to adhere to the terms of this privacy policy.

### **Site Technologies**

Company does not provide the technologies used to build the Website, and therefore, neither recommends nor endorses the same. Any information regarding identified technologies, including their capabilities, limitations, and applications, should be sought directly from their manufacturers. Company hereby disclaims any rights to trademarks, service marks, trade names, logos, copyrights, patents, domain names, or other intellectual property interests of third parties.

### **Links to Other Materials**

The Website contains links to other sites. These links are an accommodation to the respective third-party site owners and for your convenience. Sites linked to and from the Website are not necessarily under the control of Company, and Company shall have no responsibility or liability whatsoever for the content or privacy practices of any linked sites, or any link or linking program at any time. You should read and understand Company's policies with respect to such third-party links, as stated in the Terms and Conditions of Use of the Website.

### **Security**

The Website has security measures in place to protect the loss, misuse, and alteration of the information under our control. All credit card information utilizes state-of-the-art Secure Socket Layer (SSL)

encryption technology and is Secure Electronic Transaction (SET) compliant.

**Effective Date and Changes**

This privacy policy is effective as of August 17, 2011. Company reserves the right to modify the terms of this privacy policy at any time and in its sole discretion, by posting a change notice on this page. **YOUR CONTINUED USE OF THE WEBSITE FOLLOWING OUR POSTING OF A CHANGE NOTICE WILL CONSTITUTE BINDING ACCEPTANCE OF THOSE CHANGES.**