

BY ACCESSING THIS WEBSITE OR ANY RELATED WEB PAGES (COLLECTIVELY REFERRED TO AS THE “WEBSITE”), PRINTING OR DOWNLOADING MATERIALS FROM THE WEBSITE, OR OTHERWISE USING THE WEBSITE, YOU (“YOU”, “YOUR” OR “USER”) AGREE THAT YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS INCLUDED IN THE CARDHOLDER AGREEMENT FOR ANY CARD YOU HAVE THAT IS ISSUED BY MCB BANK (ANY SUCH CARDHOLDER AGREEMENT REFERRED TO HEREIN AS, THE “CARDHOLDER AGREEMENT”) AS WELL AS THE TERMS AND CONDITIONS THAT ARE SET FORTH BELOW AND THAT ARE POSTED ELSEWHERE ON THE WEBSITE (COLLECTIVELY, THE “WEBSITE TERMS AND CONDITIONS”). THE WEBSITE IS PROVIDED BY FIRSTVIEW, LLC AND/OR ITS PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES AND THEIR RESPECTIVE SUPPLIERS AND LICENSORS (COLLECTIVELY REFERRED TO AS “WE” OR “US”).

Your continued use of the Website means that you agree that the Website Terms and Conditions, including the provisions of the Cardholder Agreement, legally bind you in the same manner that a signed, written, non-electronic contract does. You should not use the Website in any manner or attempt to access the Website if you are not willing to be bound and abide by the Website Terms and Conditions, including the terms and conditions included in the Cardholder Agreement. Your continued use of the Website also means that you represent and warrant that you are able to enter into legally binding contracts.

For purposes of the Website Terms and Conditions, the term “Website” includes without limitation the publicly available content, materials and information and those parts of the Website that may be available to you if you have created a customer account with the Website (collectively, “Content”).

#### Use of the Website and Content.

We grant you a limited, nonexclusive, nontransferable license during the Term (defined below) to access the Website solely to display the Content for informational or transactional purposes only and to print and/or save copies of the Content with or on your personal computer, solely for your use in completing transactions through your account or obtaining information regarding us and our subsidiaries and affiliates and information about the status of your account. Any other use of the Content or the Website is expressly prohibited. All other rights in the Content and the Website are reserved by us and our licensors. We reserve all rights in the Website and you agree that the Website Terms and Conditions, including the terms and conditions included in the Cardholder Agreement, do not grant you any rights in or licenses to the Website or the Content, except for this express, limited license. You will not otherwise copy, transmit, distribute, sell, license, de-compile, reverse engineer, disassemble, modify, publish, participate in the transfer or sale of, create derivative works from, perform, display, incorporate into another Website, or in any other way exploit any of the Content or any other part of the Website or any derivative works thereof, in whole or in part for commercial or non-commercial purposes. Without limiting the foregoing, you will not frame or display the Website (or any part of the Website) as part of any Website or any other work of authorship without our prior written permission.

#### Website Accuracy.

Although we have tried to provide accurate and timely information on the Website, please be aware that the Website (including, without limitation, the Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. The information published on the Website is provided as a convenience to our customers and is provided for informational or transactional purposes only. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained in the Website are your sole responsibility and we shall have no liability for such decisions. If you need specific details about any information contained in our Website, you should contact us at the address set forth in

the Notices section below.

#### No Legal or Financial Advice.

From time to time, the Content may provide information regarding financial, tax or legal issues. Such information is provided by way of example and may not be applicable or appropriate to your situation or your company. You should consult your own advisers as to the applicability or desirability of any such information to your own circumstances. Your use or reliance on any Content is at your own risk.

#### You're Responsibilities as a registered Customer.

If you register to access your prepaid debit card via this Website, then you are responsible for maintaining the privacy and security of your login information, including your user name and password, and not allowing others to use the login information. You will notify us of any breach in secrecy of your login information. You agree to immediately notify us in the manner provided by the Cardholder Agreement of any potential breaches of secrecy of the login information.

#### Website Restrictions.

As a condition of your use of the Website, you represent and warrant that you shall not use the Website for any purpose that is unlawful or prohibited by these Website Terms and Conditions. You will not submit any false, misleading or inaccurate information to us, by mail, phone or the Website. You will abide by all applicable local, state, national and international laws and regulations and you shall be solely responsible and liable for all of your acts or omissions that occur while you use the Website. By way of example, and not as a limitation, you will not use the Website to:

- Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
- Publish, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, tortuous, indecent, immoral or otherwise objectionable material or information;
- Transmit or upload any material to the Website that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
- Interfere with or disrupt the Website networks or servers;
- Harvest or otherwise collect information from the Website about others, including without limitation email addresses, without proper consent;
- Use the account, login identification, or password of another party to access the Website;
- Otherwise attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
- Interfere with another individual's or entity's use or enjoyment of the Website.

We have no obligation to monitor your use of the Website or retain the content of any of your sessions on the Website. However, we reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

#### Third Party Content and Links.

From time to time, the Website may contain references or links to third-party materials (including without limitation Websites) not controlled by us or our suppliers or licensors. We provide such information and links as a convenience to you. Such links should not be considered endorsements of these sites or any content, products or information offered on such sites and such reference does not imply our recommendation, approval, affiliation, or sponsorship of that respective property, product, service, or process. You acknowledge and agree that we are not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked to the Website, including without limitation content, property, goods or services available on the Linked Sites.

#### Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE (ON OUR OWN BEHALF AND ON BEHALF OF ALL OF OUR SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WEBSITE WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION REGARDING ANY CONTENT OR OTHER INFORMATION ACCESSED THROUGH THE WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE. NO CONTENT, MATERIALS OR OTHER ADVICE OR INFORMATION, WHETHER ORAL, WRITTEN OR IN ANOTHER FORM, OBTAINED BY YOU THROUGH THE WEBSITE OR OTHERWISE, WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS. YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED TO YOU "AS IS."

#### Limitations on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WE AND ALL OF OUR SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND LICENSORS, AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, ADVISORY BOARD MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND AFFILIATES (COLLECTIVELY, "INDEMNIFIED PARTIES") SHALL NOT HAVE ANY LIABILITY TO YOUR OR ANY PARTY ARISING OUT OF YOUR USE OF THE WEBSITE, ANY CONTENT OR THESE TERMS AND CONDITIONS (WHETHER SUCH CLAIMS ARE BASED IN TORT, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LAW) FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF THE INDEMNIFIED PARTIES FOR DAMAGES OF ANY TYPE, EXPENSES OR LOSSES UNDER ANY CLAIM, CAUSE OF ACTION, LAWSUIT OR PROCEEDING (WHETHER SUCH CLAIMS ARE BASED IN TORT, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LAW) ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT OR THESE TERMS AND CONDITIONS EXCEED TEN DOLLARS (US\$10). THE LIABILITY LIMITATIONS IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THE APPLICABLE DAMAGES. AS SUCH YOU ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY APPLIES EVEN TO ANY NEGLIGENCE OF THE INDEMNIFIED PARTIES.

#### Proprietary Rights and Confidential Information.

The Content located on the Website web pages that are only accessible with your user identification and password and any information provided through the interactive sessions are considered our and our affiliates' and associates' confidential and proprietary information. Intellectual property rights in and to the Content are owned by us and/or our affiliates, associates, licensors or suppliers. We and our affiliates, associates, licensors and suppliers reserve all rights in and to the Content that are not expressly granted to you herein. You acknowledge and agree that the Content and other information related thereto or disclosed or delivered to you in relation to this Agreement ("Confidential Information") represent our confidential and proprietary information. You agree to keep Confidential Information confidential by

exercising the necessary care required to prevent its disclosure, but in no event less than reasonable care. You will not copy, print, disclose, divulge, distribute, publish, transmit or transfer Confidential Information to any third party or use Confidential Information for any purpose whatsoever without our prior written permission. Your obligations with respect to Confidential Information deemed a “trade secret” under applicable law shall remain in effect for as long as Confidential Information remains a trade secret. Your obligations with respect to Confidential Information that is not deemed to be a trade secret shall remain in effect for a period of three (3) years following your receipt of Confidential Information. Your obligations set forth under this Section shall survive termination of the Cardholder Agreement and this Agreement.

#### Indemnification.

You agree to defend, indemnify, and hold the Indemnified Parties harmless from any and all damages, costs and expenses, including without limitation reasonable attorneys' fees, arising out or relating to any and all third party claims, demands or allegations arising out of or relating to your use of the Website or Content, including without limitation arising out of or relating to your violation of the Terms and Conditions, any applicable laws, or your violation of any rights of a third party.

#### Modifications.

We reserve the right to change or modify the Website Terms and Conditions from time to time. If we decide to change the Website Terms and Conditions, we will post those changes on the Website and may notify you via email or using other contact information you provided to us. We reserve the right to modify or temporarily discontinue your access to the Website or parts thereof, with or without notice to you. You agree that we shall not be liable to you or any third-party for any modification to the Website or your access to the Website.

#### Internet Access.

To use the Website, you must at no cost to us: (a) provide for your own access to the World Wide Web and pay any service fees associated with such access; (b) provide all equipment necessary for you to make such connection to the World Wide Web, including without limitation a computer and modem or broadband Internet connection; and (c) in order to complete transactions via the Website, agree to pay the applicable fees then in effect, as set forth in the Cardholder Agreement or as posted on this Website and updated from time to time, for the transaction being effected.

#### Termination of Customer Accounts.

The term (“Term”) of the Website Terms and Conditions (excluding the Cardholder Agreement, which shall be governed by the Cardholder Agreement) shall continue until either you or we terminate your Website customer account, with or without cause at any time and effective immediately. We may additionally, in our sole discretion, immediately terminate these Website Terms and Conditions and your access to your web account if you fail to adhere to these Website Terms and Conditions. You agree that none of the Indemnified Parties shall be liable to you or any third party for termination of these Website Terms and Conditions. Should you object to any terms or conditions of these Website Terms and Conditions or any subsequent modifications to these Website Terms and Conditions or become dissatisfied with any part of the Website in any way, your sole and exclusive remedy is to immediately: (1) terminate use of the Website; and (2) notify us in writing of your termination of your agreement to these Website Terms and Conditions. Cancellation of the Cardholder Agreement shall be made exclusively pursuant to the terms and conditions contained in the Cardholder Agreement. Upon expiration of the Term or termination of the Cardholder Agreement or these Website Terms and Conditions, your license rights to the Website immediately cease. Acceptance of the Website Terms and Conditions shall mean agreement and acceptance to the condition that all provisions relating to indemnification, confidentiality, warranty disclaimers, limits of liability, choice of law, non-disclosure, arbitration, equitable relief, assignment, notice and the provision with the heading of “general” shall survive the

termination of the Cardholder Agreement and these Website Terms and Conditions.

#### Arbitration.

The parties agree that any dispute arising in connection with these Website Terms and Conditions (excluding the Cardholder Agreement) or the performance of any party under these Website Terms and Conditions (excluding the Cardholder Agreement) or otherwise relating to these Website Terms and Conditions (excluding the Cardholder Agreement) shall be referred to binding arbitration in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association by one arbitrator. The arbitration shall be binding, final, not appealable, enforceable and in lieu of any right to sue or seek other arbitration in any court or tribunal. Notwithstanding the foregoing, either party shall be entitled to apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief, without breach of this arbitration provision. Disputes arising under the Cardholder Agreement shall be governed by the Cardholder Agreement.

#### Equitable Relief.

You acknowledge that any use or threatened use of the Website or Content in a manner inconsistent with the terms and conditions included in the Website Terms and Conditions, including the Cardholder Agreement, shall cause immediate irreparable harm to us for which there is no adequate remedy at law. Accordingly, you acknowledge and agree that we shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such breach or threatened breach by you. The parties agree and stipulate that we shall be entitled to such injunctive relief without posting a bond or other security; provided however that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in the amount of US\$1000 shall be sufficient. Nothing contained herein shall limit our right to any remedies at law, including without limitation the recovery of damages from you for breach of these Website Terms and Conditions, as applicable.

#### Assignment.

You will not assign (including without limitation by operation of law, change of control or otherwise) your rights or licenses to the Website provided under these Terms and Conditions, either in whole or in part without the prior written consent of FirstView, LLC. We shall have the right to assign these Terms and Conditions. Any attempt to assign these Terms and Conditions contrary to this Section will be void and have no effect.

#### Notice.

All notices other than updates to your contact information that you may deliver to us pursuant to these Website Terms and Conditions shall be given in writing and shall be delivered either by hand, by the United States Postal Service, by nationally recognized courier or delivery service, or by facsimile (with confirmation copy delivered by one of the previous methods) addressed to us at the following address, unless an alternate address, physical or electronic, is provided by us for such specific purpose:

FirstView, LLC.  
2690 Cobb Parkway Suite A5-232  
Smyrna, GA 30080  
Attention: Chief Financial Officer  
Fax: (770)874-2267

All such communications shall be deemed received by the receiving party upon the earlier of actual receipt or actual delivery. All notices permitted or required to be given to you may be delivered via email to an email address you provided to us or via any other method if sent to you based on the contact information you have submitted to us.

#### General.

These Website Terms and Conditions shall be governed and interpreted in accordance with the laws of the state of Georgia without regard to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods shall not apply to these Website Terms and Conditions or any other products or services provided under these Website Terms and Conditions. Subject to the Arbitration provision above, you and we agree to submit to the non-exclusive jurisdiction of the state and federal courts located within the County of Fulton, State of Georgia, provided that any lawsuits or other claims brought by you must be brought within the County of Fulton, State of Georgia. You hereby consent and submit to the in personam jurisdiction of such courts, waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Our failure to exercise or enforce any right or provision of the Website Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Website Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Website Terms and Conditions remain in full force and effect. The section titles in the Website Terms and Conditions are for convenience only and have no legal or contractual effect. We shall not be liable for delays or failure to make the Website (including without limitation the Content) available if due to any cause or conditions beyond our reasonable control, including, but not limited to, delays or failures due to acts of God, acts of civil or military authority, fire, flood, strikes, wars, failure of the Internet backbone, software glitches or failures or shortage of power. Each party acknowledges that it is not entering into these Website Terms and Conditions on the basis of any representation not expressly contained in the Website Terms and Conditions or in the terms and conditions set forth in the Privacy Policy. These Website Terms and Conditions, including the Cardholder Agreement, and the Privacy Policy are incorporated herein by reference, and together with any customer agreements that you may have executed with us, constitute the entire agreement between you and us concerning this subject matter, and supersedes and cancels any and all prior or contemporaneous agreements or contracts, whether written or oral.