

MOBILE BANKING SUPPLEMENT

I. Introduction

By enrolling for or using Mobile Banking, you agree to all terms and conditions contained in this Mobile Banking Supplement to your Cash Express Prepaid Visa Cardholder Agreement.

We may offer additional Mobile Banking services or features in the future. Any added Mobile Banking services and features will be governed by this Supplement and by any terms and conditions provided to and agreed to by you at the time such new Mobile Banking service or feature is added or at the time of your enrollment for such feature or service, if applicable.

From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice except as may be required by law.

II. Definitions

As used in this Mobile Banking Supplement and in the Mobile Banking application, "Account" means eligible Cash Express Prepaid Visa® Card Account(s) that are accessed through Mobile Banking. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. ***Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.*** "Mobile Banking" means the services accessible from the Device you have registered with us for Mobile Banking. "You" and "your(s)," mean each person with authorized access to your Account(s) who establishes an account and uses the Mobile Banking service. "We" and "us" means Cash Express, LLC.

III. Mobile Banking

Mobile Banking is offered as a supplemental service to our Online Banking Service. Mobile Banking is not intended to replace access to our website from your personal computer or other methods you use for managing your Account(s) and services with us. Mobile Banking allows you to access your Account information, view transaction history, make payments to payees, transfer funds and conduct other transactions in accordance with all information and instructions provided in your Cash Express Prepaid Visa Cardholder Agreement, in our Online Banking system, and in this Mobile Banking Supplement – all available on our Online Banking website at www.cashexpressllc.com/card. We reserve the right to limit the types and number of Account(s) eligible and the right to refuse to make any transaction you request through Mobile Banking. We may limit the type, frequency and amount of funds transfers for security purposes and may change or impose any or all such limits without notice, at our option. We also reserve the right to modify the scope of Mobile Banking services offered at any time.

To access Mobile Banking, you must first enroll in Online Banking, and then download the Cash Express Prepaid Visa Card Mobile Application to your Device and register the Device. You can begin by visiting www.cashexpressllc.com/card and carefully following the instructions provided there to establish your required user, security and password information. Your username and password for Online access will also control your Mobile Banking at all times. Mobile Banking may not be supportable for all Devices and may not be accessible, or may have limited utility, over some network carriers. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, including such as data outages or "out of range" issues.

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website accessible at www.cashexpressllc.com/card. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the

service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use Mobile Banking and/or your Device.

You agree that when you use Mobile Banking you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not being limited to, your mobile service provider, and that this Supplement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your mobile service provider directly with your provider without involving us.

You should carefully review the Account disclosures including, but not being limited to, the Cash Express Visa Prepaid Cardholder Agreement as they include transaction limitations and fees which might apply to your use of Mobile Banking.

WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION AND THE MOBILE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Access to Account information through Online and Mobile channels may be unavailable during scheduled maintenance windows and platform updates.

IV. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner or authorized user of each Account and other financial information which you will access via Mobile Banking and that under no circumstance will you use Mobile Banking to access or attempt to access any Account or other financial information of which you are not the legal owner or authorized user. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your Account information. You agree to promptly provide full and complete information to us regarding all changes necessary to keep your Account information up to date and accurate. You represent that you are the owner or an authorized user of the Device you will use to access Mobile Banking.

B. Sufficient Funds. You agree to have sufficient funds available in the selected account at the time each purchase, withdrawal, transfer, payment or other transaction or transfer request is received by us on your account. We may process transactions or transfers that exceed your available balance at our sole discretion. If we process such transactions or transfers, you agree to cover any negative balance amount.

C. Accuracy of Requests and Instructions. You agree that, prior to completing each payment or transfer request, you will review and confirm the accuracy of the amount, payee / recipient information, and other details of that payment or transfer request in view of your account balance,

transaction history, and other requirements pertaining to the payment or transfer and/or your eligibility to perform it.

D. User Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. You must report unauthorized transactions as provided in the Cash Express Prepaid Visa Cardholder Agreement.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Devices with Internet capabilities are susceptible to viruses. You are responsible for ensuring that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components that could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. We will not be responsible if any non-public personal information is accessed via a Mobile service due to any virus residing or being contracted by your Device at any time or from any source.

E. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not being limited to, use of Mobile to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not being limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) gain or seek to gain unauthorized entry or access to the computer systems of others.

F. No Commercial Use or Re-Sale. You agree that the service is only for the personal use of individuals authorized to access your Account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

G. Mobile Banking Limitations. It is important that you understand the limitations of the Mobile services, including but not limited to the following:

- The balance of your Account may change at any time as we process items and fees against them, and the information provided to you through the Mobile services may become quickly outdated. Financial information obtained through the Mobile services (including, without limitation, any text message alerts) reflects the most recent Account information available through the Mobile services and may not be accurate or current. You agree that neither we nor our licensors will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
- Because the Mobile services are accessible only through your Device, your access to the Mobile services may be limited by the service provided by your telecommunications carrier.

- There may be technical or other difficulties related to the Mobile services. These difficulties may result in loss of data, personalized settings or other the Mobile services interruptions. We do not assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of a Mobile service; nor for the delivery or the accuracy of any information requested or provided through a Mobile service.

- We reserve the right to block access or delete the Mobile service software from your Mobile Device if we or our licensor have reason to believe you are misusing a Mobile service or otherwise not complying with this Addendum, or have reason to suspect your Device has been infected with malicious software or virus.

H. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Cash Express, LLC and the card issuer, Republic Bank of Chicago, and their affiliates, officers, directors, employees, consultants, agents, licensors, and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not being limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Mobile services; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

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