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The following requirements apply to your use of the Site: (a) you will not use any electronic communication feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Site for any commercial purpose not expressly approved by InComm

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From time to time on certain areas of our Site you may be able to submit photos, written posts and certain other materials ("User Content"). By using these features, you agree that you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by InComm; that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of InComm, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site. You further understand and agree that you have no ownership rights in materials you submit to us, to any account you may have with us, or other access to the Site or features therein. InComm may cancel your account and delete all User Content associated with your account at any time, and without notice, if InComm deems that you have violated these Terms, the law, or for any other reason. InComm assumes no liability for any information removed from our Site, and reserves the right to permanently restrict access to the Site or a user account.

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## **Accounts**

If a particular feature or service offered on the Site requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Site. InComm is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

The Terms (excluding accounts subject to the User Agreement, which shall be governed by the User Agreement) shall apply to your account continue until either you or we terminate your account, with or without cause at any time and effective immediately. We may additionally, in our sole discretion, immediately terminate your access to your account if you fail to adhere to these Terms. You agree that we shall not be liable to you or any third party for termination of your account. Should you object to any terms or conditions of these Terms or any subsequent modifications to these Terms or become dissatisfied with any part of the Site in any way, your sole and exclusive remedy is to immediately: (1) terminate use of the Site; and (2) notify us in writing of your termination of your agreement to these Terms. Cancellation of the User Agreement shall be made exclusively pursuant to the terms and conditions contained in the User Agreement. Upon expiration or termination of these Terms or the User Agreement, your license rights to the Site immediately cease. Acceptance of the Terms 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, equitable relief, and assignment shall survive the termination of the Terms and the User Agreement.

## **Card Activation**

Certain areas of the Site may allow you to submit a request to activate certain stored value cards through the Site. By submitting a request to activate a card through the Site, you represent and warrant to us that (i) all of the information provided in connection with such activate request is complete and correct, (ii) that you are the lawful holder of the card, and (iii) that you have read and agree to be bound by the Cardholder Agreement applicable to the card.

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If InComm fails to act with respect to your breach or anyone else's breach on any occasion, InComm is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

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