

## Terms and Conditions

The Services and use of the Site are provided to you subject to the terms and conditions set forth in this Terms of Service Agreement ("Terms of Service" or "Agreement"), and any other rules and policies set forth on the Site. The terms and conditions below and any other rules or policies set forth on this Site comprise the entire agreement between you and Springbok Services, Inc. ("Springbok") and supersede all prior agreements between us. "You" means the person who uses the Services on the Site.

1. **Services.** Springbok provides you the ability to activate your prepaid card ("Card"), check the value of your Card, and other services on the Site related to your Card (the "Services"). The "Site" is the subsection of this website through which Services are provided. You acknowledge that information provided through the Services may not be fully up-to-date.

2. **Cardholder Agreement.** You agree to the terms and conditions of the "Cardholder Agreement" accompanying your Card.

3. **Account.** You will be solely responsible and liable for any and all access to and use of the Site by any person logging in under a User ID registered under your account (other than a person who obtains a User ID solely as a direct result of a breach by Springbok of its security obligations under this Agreement). You will not exceed your authority or the access privileges assigned to your User ID. You acknowledge that your User ID and password is highly sensitive information. You will be responsible for maintaining the confidentiality of your User ID and password. You will immediately notify Springbok if you become aware of any activity indicating that your account is being used without authorization. You represent and warrant that the information you provide in your activation or registration is and during the term of this Agreement shall be true, accurate, current, and complete. You will not use any device, software, or routine to interfere or attempt to interfere with any application, function, or use of the Site. You shall not decompile, disassemble, decrypt, extract, reverse engineer, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that is provided to you or that enables or underlies the Site.

4. **Property Rights.** Springbok will have and retain exclusive ownership of (i) any proprietary software, methodologies or other technology Springbok may utilize in the performance of Services hereunder and all intellectual property rights therein (collectively, "Springbok Technology"), and any and all improvements and modifications of the Springbok Technology made by or for Springbok, however created, and (ii) any and all data collected or generated by Springbok in the course of performing Services hereunder (the "Springbok Data"). All rights not expressly granted herein are reserved by their respective owners.

5. **Term and Termination.** This Agreement will be effective on the date on which you activate your Card, and will remain in effect until your Card holds no value. You acknowledge that, in accordance with the Cardholder Agreement, if your Card expires, Springbok will deduct from the value on the Card a reactivation fee and a monthly fee to maintain activation of the expired Card. Each party may terminate this Agreement immediately upon notice to the other party if the other party breaches a material term of this Agreement or the Cardholder Agreement and fails to cure such breach within thirty (30) days after receiving notice from the non-breaching party describing such breach. The provisions of Sections 4-9 will survive any termination or expiration of this Agreement.

6. **Warranty Disclaimer.** THE SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", AND SPRINGBOK HEREBY DISCLAIMS ANY REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE SERVICES OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE THEREOF, INCLUDING ANY CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, SYSTEM INTEGRATION, OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPRINGBOK MAKES NO WARRANTY THAT ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET YOUR REQUIREMENTS.

7. Limitations of Liability. IN NO EVENT WILL SPRINGBOK BE LIABLE TO YOU FOR ANY LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES (WHETHER FROM BREACH OF CONTRACT, TORT, OR OTHER CAUSE OF ACTION), EVEN IF SPRINGBOK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SPRINGBOK'S TOTAL, CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES EXCEED FIFTY DOLLARS (\$50). THE FOREGOING LIMITATION IS CUMULATIVE WITH ALL PAYMENTS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. Regardless of whether any remedy fails of its essential purpose, the liability limitations and disclaimers in this Section shall be given full force and effect. You acknowledge and agree that Springbok would not enter into this Agreement without the limitations and disclaimers of liability in this Section.

8. Privacy. The Springbok Services Privacy Policy is incorporated into this Agreement.

9. General. You may not assign this Agreement, in whole or in part, without Springbok's prior written consent. Any attempt to assign this Agreement other than in accordance with this provision is null and void. All notices intended to have a legal effect will be made in writing to Springbok's main postal address as described on this website (if to Springbok), and to the email address you provided to Springbok (if to you). This Agreement is governed by the laws of the United States and State of Colorado, excluding any conflict of law provisions that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The waiver of any particular breach or default or any delay in exercising any rights is not a waiver of any subsequent breach or default, and no waiver is effective unless in writing and signed by the waiving party. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible consistent with the original intent of the parties and the other provisions of this Agreement will remain in force. Springbok will have any liability or be in breach of this Agreement for any cessation, interruption, or delay in the performance of its obligations hereunder (other than payment obligations) due to causes beyond its reasonable control. This Agreement represents the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings (oral and written) with respect to the matters covered by this Agreement. This Agreement may be amended only by a written agreement signed by both parties.

Last revised July 2006.