



Terms and Conditions of Service

It is important that you read these terms and conditions carefully. Together with our Privacy Policy and our Terms and Conditions of Use, they govern our relationship with you in relation to this website and your use of the mobile phone banking service.

If you have any questions about them or do not wish to accept them, please contact us at (877) 327-7372 before continuing.

You may have other rights granted by law, and these Terms and Conditions do not affect these.

Our details

The service is provided by Monitise Americas LLC under the Mobile Money brand.

Monitise Americas LLC, is a Delaware Limited Liability Company. They provide m-commerce services and their principal place of business is Monitise Americas LLC, 72 Clifford Street, Suite 300, Providence, RI 02903, USA.

You can contact us by telephone at (877) 327-7372.

Registering for the Monitise Mobile Money Manager service

The Monitise Mobile Money Manager service, is a personal financial information management service provided by your participating financial institution that gives you access to certain financial account and transactional services (e.g., balance inquiries and inter account transfers between your linked accounts). Each transaction should take no more than 15 seconds. The service is generally available 24 hours a day, 7 days a week, 365 days a year apart from scheduled maintenance periods, circumstances beyond our reasonable control, or where you are not in an area of mobile coverage. The service is provided to you by the participating financial institution that issued your debit card. Your use of the service is governed by the cardholder regulations or other terms of the participating financial institution that issued your card.

Who can Register?

To be eligible to register for the Monitise Mobile Money Manager service, you must be over 18 years old, reside in the United States, hold a valid bank card issued by your participating financial institution, and satisfy any other eligibility criteria required by your participating financial institution. You must also have all of the following:

- A Debit/ATM or Prepaid card with a participating financial institution
- A mainland US mobile telephone account (prepay or monthly contract) with a participating operator.
- A Java compatible cell phone (if your cell phone has games installed it is very likely to be compatible). Please refer to your cell phone manual for further information. In addition, your cell phone must:
 - Have at least 64Kb of free memory
 - Be configured with a standard data plan (GPRS, EDGE, or EV-DO), in addition to you normal voice plan, which enables services such as internet browsing and email receipt and delivery from your cell phone
 - Have free space in your cell phone e-mail or service inbox to receive text messages

You can only register a US bank card that you are lawfully entitled to use.

The Monitise Mobile Money Manager service can be used abroad in countries with compatible carriers. Charges may be higher.

Once you have completed your registration details in the form provided on this website, you will be asked to confirm that the information is correct. If the information is not correct, you can revisit your registration and correct any mistakes before confirming and submitting your registration to us. It is your responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your registration, please contact our support line at (877) 327-7372.

When you submit your registration, you are requesting to subscribe to the Monitise Mobile Money Manager service. We may reject your registration if you are not a customer of a participating financial institution or otherwise fail to satisfy any of the criteria listed above. If we accept your registration, we will then send you a text message, which will allow you to download a mobile phone banking software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license that is included on this website. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

When we receive your bank card details we will credit your account with two amounts (“the DD codes”) and then immediately debit your account with the same two amounts

to reverse the transaction. In order to activate your bank card account for the Monitise Mobile Money Manager service, you will need to review your bank account, noting the DD codes, and enter these into the Monitise Mobile Money Manager application. Once these details are verified, your card will be activated for the Monitise Mobile Money Manager service.

When you first use the service on your mobile phone you will also be asked to choose a security passcode that you will need each time you wish to use the Monitise Mobile Money Manager service. You must keep this passcode safe and not write it down or disclose it to anyone.

Please refer to the mobile banking terms and conditions of your account agreement with your participating financial institution for information on your liability for unauthorized charges to your account.

Charges

Your financial institution may charge you for the Monitise Mobile Money Manager service and you should refer to the cardholder regulations or other terms of your participating financial institution for details. There may be other taxes and fees related to the Monitise Mobile Money Manager service that are charged by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the Monitise Mobile Money Manager service. All charges include any applicable sales taxes.

You agree to pay for the Monitise Mobile Money Manager service in accordance with the charges outlined in the cardholder regulations or other terms of your participating financial institution and that current charges may be amended from time to time. You authorize us to debit automatically the card account you have selected for use with the Monitise Mobile Money Manager service for all charges in connection with your use of the Monitise Mobile Money Manager service. In the future, we may add to or enhance the features of the Monitise Mobile Money Manager service. By using such added features or enhancements, you agree to pay for them in accordance with the charges outlined in the cardholder regulations or other terms of your participating financial institution.

Registering Extra Cards

You may add another card and additional features to the service from within the mobile phone banking application software at anytime by following the simple steps in the application software. You cannot add new cards and services through this Website, but you may be able to add extra bank cards through your participating financial institution's website if your bank offers this service. We will generate new DD codes for each card activation request and you will need to enter these into the Monitise Mobile Money Manager application to activate the card for the Monitise Mobile Money Manager service.

Deactivating Your Account

If you wish us to deactivate your account, text "stop" to 42265 or simply select the "Cancel Service" option from the "Options" menu on your mobile phone (which tells us that you have cancelled the service) and then delete the mobile phone banking application from your mobile phone.

It is your responsibility to delete the mobile phone banking service from your mobile phone if you change your mobile phone or dispose of it.

You agree that we will not be liable to you or any third party for any modification or discontinuance of the Monitise Mobile Money Manager service.

Our Liability

MONITISE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF MONITISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF MONITISE AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

IN NO EVENT WILL MONITISE AMERICAS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL,

OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE MONITISE MOBILE MONEY MANAGER SERVICE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF MONITISE AMERICAS, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.