

Please review the terms and conditions hereof prior to registering for the Service (as hereinafter defined). By your registration for, and your use of, the Service (as hereinafter defined), you hereby agree to comply with, and be bound by, the terms and conditions hereof.

1. The Service: Upon the terms and conditions hereof, we agree to provide you with electronic alerts via short message service ("Text Alerts") and electronic mail ("Email Alerts") regarding the credit card account specified by you ("Account"). Both Text Alerts and Email Alerts shall be referred to herein as "Fraud Alerts". For Text Alerts, you agree to receive text messages at the mobile number you have provided for such purpose. For Email Alerts, you agree to receive emails at the email address you have provided for such purpose. You agree to promptly discontinue this Service, or alternatively edit the mobile number or email address provided, in the event you change mobile numbers or email address, or if either your mobile phone or your email address has been compromised in any way.

2. Cancellation or Termination of the Service: You may cancel your subscription to the Service at any time without further obligation. You may cancel your receipt of Text Alerts by responding "STOP" to 36961 at any time. You may cancel your receipt of Email Alerts by contacting customer service at 1-800-854-7642. We reserve the right to unilaterally cease providing the Service for any reason, in our sole discretion.

3. Existing Terms and Conditions: You acknowledge and agree that your Account is governed by terms and conditions contained within a Cardholder Agreement, Application and other agreements and disclosures which you have either executed or acknowledged or which have previously been provided to you (collectively, the "Cardholder Documents"). The terms and conditions of the Cardholder Documents shall continue to control and govern your Account and, additionally, the Service, and, to the extent a conflict exists between the terms and conditions hereof and the terms and conditions of any Cardholder Document, the terms and conditions of the Cardholder Documents shall control. The Cardholder Documents, your Account, the Service and the terms and conditions hereof are governed by Arkansas and Federal law.

4. Convenience Purposes Only: The Service is provided for convenience purposes only, and, unless specifically stated otherwise, the Fraud Alerts are real time and will be sent at any time. Fraud Alerts will not modify or amend the terms and conditions of your Account, nor will Fraud Alerts have the effect of modifying or changing our records of your Account, including, but not limited to, your Credit Limit or Account Balance.

5. Fees: We currently do not charge for your use of the Service, but reserve the right to do so in the future. Notwithstanding the foregoing, certain third parties, including, but not limited to, your wireless service provider, may levy fees or charges for your receipt of Fraud Alerts. You should check with your wireless service provider for the applicable message and data rates.

6. Availability or Interruption of the Service: We hereby disclaim any and all warranties regarding the availability of the Service. You may not be able to use the Service, depending upon your location or certain third parties used by you, including, but not limited to, wireless service providers and internet carriers. You should not expect, nor rely upon, the uninterrupted receipt of Fraud Alerts. Frequent interruptions in the Service may be experienced. Text Alerts may not be available on all mobile devices. The following wireless service providers currently allow the receipt of Text Alerts: T-Mobile, Verizon Wireless, AT&T, Sprint, Interop - Appalachian Wireless, US Cellular Corp, Cincinnati Bell, Boost Mobile, Cricket Communications, Virgin Mobile USA, and ALLTEL Communications Inc.

7. Passwords and Unauthorized Usage: If the Service is fraudulently used, you must immediately notify us. We have the right to interrupt or restrict Service without notice to you, for any reason, including suspected fraudulent use, in our sole discretion. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to cooperate may result in your liability for all fraudulent usage. You are solely and entirely responsible for maintaining the confidentiality of the user ID and password used to manage your Online Account. Furthermore, you are solely and entirely responsible for any and all activities which occur under your Online Account. Any person able to provide the personal information requested our customer support is authorized by you to receive information, and to make changes to, the Account. We are not liable for any disclosure of information to any such person or for any changes to the Card account or your Online Account made by any such person.

8. Privacy and Security: You acknowledge and agree that we shall not be liable for any messages you request while using the Service. Further, you acknowledge and agree that parts of the Service are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of the Service will be private or secure, and we are not liable to you for any lack of privacy or security you

may experience. We have the right to access the content of your account and/or wireless account with your carrier for the purpose of identifying and resolving technical problems and/or service-related complaints.

9. Changes to the Terms and Conditions of the Service: We may change or modify the terms and conditions hereof, from time to time by modifying the "Last Modified" date at the beginning of this Agreement and posting such change or modification on our website at <https://maxsandbox.cardinalcommerce.com/fd/registernew/xsl/cardassets/index.htm>. Any modifications to the terms and conditions hereof will only affect your and our respective rights and obligations from the effective date of the change(s) and thereafter. If you do not agree with the modified terms and conditions, you must cease using the Service. If you continue to use the Service after a change in the Service or to the terms and conditions, you agree to such change and its applicability to you.

10. Disclaimer of Warranties / Limitation of Liability: THE SERVICE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. WE ARE NOT LIABLE FOR SERVICE OR SYSTEM OUTAGES OF ANY DURATION. WE MAKE NO, AND HEREBY DISCLAIM ALL, WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES CONCERNING THE ACCURACY, COMPLETENESS AND RELIABILITY OF THE SERVICE. We shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from your use of, or your inability to use, the Service, nor shall we be liable for any direct, indirect, incidental, special or consequential damages resulting from your use of, or your inability to use, the Service. This Section shall survive termination of the Service or closing of the Account.

11. Miscellaneous: We may assign any or all of our obligations to provide the Service to any third party, without such an assignment being considered a change in terms or conditions. Certain electronic and technical specifications are required of your electronic equipment in order to receive Fraud Alerts. It is your responsibility to ensure that your electronic equipment is capable of receiving Fraud Alerts. All terms used herein that are defined within any of the Cardholder Documents shall have the meaning assigned to them by the Cardholder Documents.