

NAVY CASH

NAVY CASH SVC-NC MOBILE APPLICATION SERVICE

CARDHOLDER AGREEMENT

TABLE OF CONTENTS

Navy Cash SVC-NC Mobile Application Terms and Conditions

Section	Name	Page
1	Terms and Conditions	2
2	Who can use the Navy Cash SVC-NC Service	2
3	Registration	2
4	The Navy Cash SVC-NC Service	3
5	Authority	3
6	Security Procedure	3
7	Charges	4
8	Liability	4
9	Your Right to Cancel	5
10	Other Important Information	5

1. TERMS AND CONDITIONS

1.1 It is important that you read these Terms and Conditions carefully. Together with our Navy Cash/EagleCash Cardholder Terms and Conditions, Privacy Policy (a copy of which is available from our website at <https://www.navycash.com/#/privacyPolicy>) and Navy Cash Resources page (a copy of which is available at <https://fiscal.treasury.gov/navy-cash/resources.html>), these Terms and Conditions govern our relationship with you in relation to your use of the Navy Cash SVC-NC Service. If you have any questions about the contents of the documents or do not wish to accept them, please contact us at 1-866-362-8922 before continuing.

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

2. WHO CAN USE THE NAVY CASH SVC-NC SERVICE

2.1 To be eligible to register for the Navy Cash SVC-NC Service you must be over 18 years old and a resident in the United States. In addition, you must have the following:

2.1.1 A Navy Cash card equipped with a MasterCard logo;

2.1.2 A U.S. mobile telephone account (prepay or monthly contract) with a participating operator. Currently supported carriers, as of August 27, 2019, include ACS Wireless, Alltel (includes Midwest), AT&T, Bluegrass, Boost, Cellcom, Cellular One of East Central Illinois, Cellular South, Centennial, Cincinnati Bell, Cox Wireless, East Kentucky Network, GCI Communications, Immix Wireless, Inland Cellular, MetroPCS, Nex-Tech Wireless, nTelos, Revol Wireless, Rural Cellular Corporation, Sprint, T-Mobile® USA (includes Suncom), Thumb Cellular, U.S. Cellular®, United, MetroPCS, Verizon Wireless, Virgin Mobile USA, and WCC or WCW (West Central). Supported

carriers are subject to change. For a list of supported carriers, please contact customer service at 1-866-362-8922;

2.1.3 A compatible mobile phone or browser. The following minimum requirements must be met by your device: A smart phone with the ability to support a downloadable application (e.g., iPhone or Android); A mobile device with internet browsing (mobile web) capability; Have at least 64Kb of free memory; Be configured with the standard internet data connectivity settings for your network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Have free space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

2.1.4 To receive SMS (Text) Alerts only from the Navy Cash SVC-NC Service, the minimum device requirements are less. All you need is to have free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;

2.1.5 A postal address within the U.S.

2.2 The Navy Cash SVC-NC Service can be used abroad in countries with compatible mobile networks, though third parties or mobile networks may impose charges. Third party or mobile network fees associated with the transaction are the responsibility of the consumer.

2.3 You are responsible for ensuring that your use of the software application does not cause you to breach any other agreement to which you are a party (e.g. with your mobile network operator).

3. REGISTRATION

3.1 Once you have entered your registration details, 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 1-866-362-8922.

3.2 When you submit your registration, you are requesting to subscribe to the Navy Cash SVC-NC Service. We may reject your registration if you are not one of our customers 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 software application to your mobile phone. Use of the software application is subject to the terms and conditions of the software license in these Terms and Conditions. By downloading the software application, you accept the terms of the software license. You should review the software license prior to accepting the terms.

3.3 When we receive your Navy Cash card account information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Once these details are verified, your card will be activated for the Navy Cash SVC-NC Service.

3.4 When you first use the service on your mobile phone, you will also be asked to choose a security passcode that you will need to enter each time you wish to use the Navy Cash SVC-NC Service. You must keep this passcode safe and not write it down or disclose it to anyone.

3.5 Please refer to the Navy Cash/EagleCash Cardholder Terms and Conditions for information on your liability for unauthorized activity to your account.

4. THE NAVY CASH SVC-NC SERVICE

4.1 The Navy Cash SVC-NC Service provided by Navy Cash is a service that gives you access to

account information. Please note that we may add new services from time to time.

4.2 The complete range of services offered as part of our Navy Cash SVC-NC Service may include:

4.2.1 Balance inquiries;

4.2.2 Recent transaction history;

4.2.3 Transfers between accounts associated with your registered card (e.g., between your Card's Open Loop Account and your Linked Account, as those terms are defined in the Navy Cash Cardholder Terms and Conditions);

4.2.4 SMS (text), Push (application), and Email alerts.

4.3 The Navy Cash SVC-NC Service is normally available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages on any mobile phone network, or where you are not in an area of mobile coverage.

4.4 Further you acknowledge that we may withdraw all or part of the Navy Cash SVC-NC Service without notice.

5. AUTHORITY

5.1 You authorize Navy Cash and anyone acting on our behalf to accept and act on your instructions and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authenticated by the use of the security procedure which is set out below. You acknowledge and agree that your authority may be on an account that could otherwise only be operated by two or more persons.

6. SECURITY PROCEDURE

6.1 You must keep your security details secret and take all reasonable precautions to prevent unauthorized or fraudulent use of them.

6.2 You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

6.3 Please note that after initial registration we will never contact you (or ask anyone to do so on our behalf) with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.

6.4 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you will be liable for any unauthorized transactions on your account confirmed by use of your security details.

6.5 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the Navy Cash SVC-NC Service. Please note that this includes any input errors or instructions sent by someone other than yourself, so please do not leave your mobile phone unattended while you are still logged onto the Navy Cash SVC-NC Service.

6.6 You acknowledge that you are responsible for all transactions carried out using the Navy Cash SVC-NC Service, which may include but not be limited to the payment of third party fees or other charges.

7. CHARGES

7.1 There may be taxes and fees related to the Navy Cash SVC-NC 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 Navy Cash SVC-NC Service.

8. LIABILITY

8.1 These Terms and Conditions do not exclude our liability (if any) to you for:

8.1.1 Personal injury or death resulting from our negligence;

8.1.2 Fraud;

8.1.3 Any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

8.2 We are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe as recommended by us.

8.3 If your mobile phone is lost or stolen, you must tell us (by contacting Navy Cash at 1-866-362-8922) as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the Navy Cash SVC-NC Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result.

8.4 We are not liable for any error by you in entering any details when you use the Navy Cash SVC-NC Service (e.g., if you key in the wrong mobile number).

8.5 If we believe that you or someone else is using or has obtained, or may use or obtain the Navy Cash SVC-NC Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the Navy Cash SVC-NC Service without notice.

8.6 We will not be liable to you if the Navy Cash SVC-NC Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage.

8.7 The Navy Cash SVC-NC application is provided "as is" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

8.8 NAVY CASH, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE 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 WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF NAVY CASH, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

8.9 IN NO EVENT WILL NAVY CASH BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE NAVY CASH SVC-NC 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 WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

9. YOUR RIGHT TO CANCEL

9.1 If you wish to deactivate your Navy Cash SVC-NC mobile account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions and then delete the software application from your mobile phone.

9.2 It is your responsibility to delete the software application from your mobile phone if you change your mobile phone or dispose of it.

9.3 You agree that we will not be liable to you or any third party for any modification or discontinuance of the Navy Cash SVC-NC Service.

10. OTHER IMPORTANT INFORMATION

10.1 We have the right to change these Terms and Conditions at any time. You will be notified of any changes in terms and conditions when logging in to the Navy Cash SVC-NC mobile application.

10.2 If you do not agree with any change to the Terms and Conditions, you are free to stop using the Navy Cash SVC-NC Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" or "Cancel Account" option, follow the instructions, and then delete the software application from your mobile phone.

10.3 We advise you to keep a copy of these Terms and Conditions.

10.4 The contract and all communications between us will be conducted in the English language.

10.5 Our relations with you and the formation, existence, construction, performance, validity

and all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions will be governed by the laws of the United States, whose federal courts shall have jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions.

10.6 If you have any complaints about the SVC-NC service please write to us at Card Customer Service Unit, 2201 Farnham St, Omaha, NE 68102 or telephone 1-866-362-8922.

10.7 You acknowledge that there may be third parties who have rights under these Terms and Conditions (including, without limitation, our suppliers, the software application developer and the manufacturer of your mobile phone) and you acknowledge that, to the extent permitted by law, those third parties may exercise their rights under these Terms and Conditions even though they are not a party to them.