

# GENIE SUBSCRIBER MEMBERSHIP AGREEMENT TERMS OF USE

**This is an important document which you must consider carefully when choosing whether to use any of the Genie Services. Genie Services are provided exclusively to Members as Member-to-Member Services and if you do not agree to be bound by the terms and conditions of this Agreement; we ask that you do not use or access any of our Services.**

This Genie Services Membership Agreement ("Agreement") is a contract between you and AllCom, a Nevada corporation, (hereinafter "Genie") and applies to your use of any and all the Genie Services, as defined herein. You must read, agree with and accept all of the terms and conditions contained in this Agreement to be granted a Membership.

This Agreement is effective as of December 31, 2012. We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If the revised version includes a Substantial Change (defined below), we will provide you with 30 Days' prior notice of any Substantial Change by posting notice on our website.

## DEFINITIONS

**"Account Profile" or "Profile"** means the location on your Genie Gateway website where you can log in, and view and manage your profile, including your personal information, Payment Method details, preapproved payment authorizations, Cash Codes, your selling tools, and your Account settings including your notification preferences.

**"Account"** sometimes where appropriate is interchangeable with Membership.

**"ACH"** means the Automated Clearing House network.

**"Add Funds"** means your ability to add money into your CashBox Account.

**"Agreement"** means this agreement including all subsequent amendments.

**"AllCom"** is the entity that provides the Genie Services described in this Agreement and is often referred to as "Genie" in this Agreement.

**"Approved Shipper"** means a shipping provider offering services that meet Genie's standards for Viewable Online Proof of Delivery, and Viewable Online Signature Confirmation. Approved Shippers include USPS (United States Postal Service), UPS (United Parcel Service), and FedEx (Federal Express).

**"Authorize" or "Authorization"** means a buyer's express authorization by Members to appoint AllCom as their agent and paymaster, to collect and settle payments on their behalf.

**"Balance"** means any money that you have in your Account. The terms "money" and "funds" are used interchangeably in this Agreement.

**"Business Account"** means an Account used primarily for business purposes and not for personal, family, or household purposes, generally used by merchants, business owners and professionals. A Genie Gateway is required to maintain a Business Account.

**"Business Days"** means Monday through Friday, excluding Holidays.

**"Cash Code"** means a single purpose authorization number issued for the purpose of confirming a transfer of funds from a Genie Member's CashBox Account.

**"CashBox"** means your Genie account in which your funds are tracked and maintained.

**"Chargeback"** means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

**"Genie eCheck"** means a draft created through the Genie Services and delivered as a PDF document electronically to a recipient or seller.

**"Check Processor"** means a third party bank, non-bank or bank-affiliated entity which processes Checks and Genie eChecks.

**"Claim"** means a challenge to a payment that a Genie Member files directly with Genie pursuant to this Agreement.

**"Communications"** means any Account, CashBox Account, or transaction information that Genie provides to you, including: any agreements and policies you agree to, including updates to these agreements or policies; annual disclosures, including prospectuses and reports; transaction receipts or confirmations; Account statements and history; and federal and state tax statements we are required to make available to you.

**"Confirmed Address"** means the address the Genie Member has provided and that has been reviewed through the Genie Services and found highly likely to be that of the Genie Member to which it is associated.

**"Customer Service"** is Genie's customer support which can be accessed online through the Genie Help Center.

**"Days"** means calendar days.

**"Default Payment Methods"** means the order in which Genie uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.

**"Dispute"** means a dispute filed by a Genie Member directly with Genie in the Online Resolution Center pursuant to this Agreement.

**"Fees"** means those amounts stated in this Agreement.

**"Genie" or "Our"** means the entity that provides the Genie Services described in this Agreement and "Genie" is a trade mark and fictitious business name of AllCom.

**"Genie Credits"** means prepaid monthly fees and other promotional balance(s).

**"Genie eCash"** means credits, in US Dollar denomination, maintained by Genie Services for Genie Members in their CashBox.

**"Genie eCheck"** means a payment funded using a sender's bank account Payment Method that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time that it is held pending will increase if the payment is sent from a bank account outside the United States.

**"Genie Mobile Check Capture"** means the Genie Service accessed through a Genie mobile phone application that allows you to add funds to your Balance to make payments by photographing checks written to you using your mobile phone and transmitting the images to a Check Processor through the Genie Mobile phone application. Upon receipt, the Check Processor processes and clears your check and sends the cleared funds to your Balance.

**"Genie Mobile"** means a Genie Service that allows you to send and receive payments through your mobile phone.

**"Genie Services"** means all our products and services and any other features, technologies and/or functionalities offered by Genie on our website or through any other means.

**"Genie Member" or "You"** means any person or entity using the Genie Services under the terms of this Agreement.

**"GenieCard"** means a Genie branded debit card that is accepted anywhere that accepts MasterCard.

**"Holiday" or "Holidays"** means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, Genie shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, Genie shall observe the Holiday on the following Monday.

**"Information"** means any confidential and/or personally identifiable information or other information related to an Account or Genie Member, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

**"Instant Transfer"** means a payment funded using the sender's Genie eCash account where Genie credits the receiving Member instantly.

**"In-Store Checkout"** means the use of Genie Services for a transaction that occurs in a Seller's physical location, rather than online, using a Genie eCash Card or a confirmed Unified Phone Number (UPN).

**"Item Not Received"** means a challenge to a payment from a Genie Member claiming that the item purchased was not received.

**"Mass Payments"** means the ability to send multiple payments at the same time.

**"Merchant Processing Delay"** means a delay between the time you authorize a payment and the Merchant processes your payment.

**"Merchant" and "Seller"** are used interchangeably and mean a Genie Member who is a payee, selling goods and/or services and using the Genie Services to receive payment.

**"Money Services Business" or "MSB"** is defined by the United States Department of Treasury (FinCEN) as a business with capacities as (1) an issuer, seller or redeemer of money orders; (2) an issuer, seller or redeemer of traveler's checks; (3) a money transmitter; (4) a check casher; (5) a dealer in foreign exchange (i.e. currency exchange or currency dealing); and/or (6) a provider or seller of prepaid access. A business that meets one or more of the definitions of a type of MSB (as currently defined) is an MSB and must comply with BSA requirements applicable to it as an MSB, as a financial institution and as a specific type of MSB.

**"Payment Method"** means the use of Genie eCash, Genie eCheck and/or the GenieCard to fund a transaction.

**"Personal Account"** means an Account used for non-business purposes and used primarily for personal, family, or household purposes. A Genie CashBox Lite is required to maintain a Personal Account. CashBox Lite is available to individuals over the age of 18, with no setup fees and no monthly fees.

**"Personal Payment"** means a payment sent from one Member to another Member. An example of a Personal Payment is paying a friend back for your share of a lunch bill.

**"Policy" or "Policies"** means any Policy or other agreement between you and Genie entered into on the Genie website, or in connection with your use of the Genie Services.

**"Pooled Account"** means Genie Members' combined funds placed with one or more banks. A Pooled Account is held in Genie's name for the benefit of its collective Genie Members.

**"Preapproved Payment"** means a payment in which the recipient is provided advance Authorization to debit the sender's Account directly on a one-time, regular, or otherwise agreed upon basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."

**"Preferred Payment Method"** (also called "Backup Payment Method") means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

**"Records and Record Keeping"** Genie provides you with access to view all your transactions and financial records, online, anytime 24X7X365, from any web enabled device. We recommend that you print a copy for your files and save a soft copy on your computer for long term record keeping. For your convenience Genie provides a FREE backup service for 24 months. All records aged beyond 24 months will automatically be deleted from our database.

**"Purchase Payment"** means a payment received for any of the following: (1) A payment for the sale of goods or services; (2) A payment you received for a donation; (3) A payment that is sent to, or received by, a business or other commercial or non-profit entity.

**"Reserve"** means a percentage of the funds received into your CashBox Account that Genie holds in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the Genie Services.

**"Seller", "Merchant" and "Member"** are used interchangeably and mean a Genie Member who is selling goods and/or services and using the Genie Services to receive payment.

**"Send Money"** means your ability to send money through the Genie Services including payments for the purchase of goods or services or as a Personal Payment.

**"Student Account"** means a Personal Account held by a student restricted from making payments for goods or services that may be illegal for minors to purchase under any applicable laws or regulations. This includes, but is not limited to, alcohol, tobacco or adult-oriented materials.

**"Substantial Change"** means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

**"Transaction Details Page"** means the page on the Genie website titled "Transaction Details" that displays information about the transaction.

**"Viewable Online Proof of Delivery"** means documentation that can be viewed online at the Approved Shipper's website and includes the address to which the package was delivered.

**"Viewable Online Signature Confirmation"** means documentation that can be viewed online at the Approved Shipper's website and includes the signature of the person who received the package.

## RISKS OF USING THE GENIE SERVICES

**Payments credited to your CashBox Account may be reversed at a later time, for example, if a payment is subject to a Chargeback, Reversal, and/or Claim or is otherwise invalidated. This means that some payments received by some Sellers may have their payment returned to the sender or otherwise debited from their CashBox after they have been paid and/or delivered any goods or services sold.**

**If you are a Seller, you can help protect yourself from the risk of a payment being reversed from your CashBox by asking that the Buyer use Genie eCash with a valid CashCode to complete their purchase. Genie eCash purchases are treated as a real-time "cash purchase", with Buyers waiving all their chargeback rights.**

**Genie may close, suspend, or limit your access to your CashBox or your Genie Services, and/or limit access to your funds for up to 180 Days if you violate this Agreement, or any other agreement you enter into with Genie or any of its affiliates. We may also use proprietary fraud and risk management when assessing the risk associated with your Account.**

## 1. OUR RELATIONSHIP

### 1.1 Binding Agreement

Your acceptance of this Agreement constitutes a legal and binding contract between Genie and you and does not extend to any other person or entity.

### 1.2 What is Genie's Function?

Genie is a payment and data processing technology company, providing a payments platform, managing the sale and purchase of goods and/or services between members and the operation of the Genie Gateway websites and related products and services. Genie's function is,

- a) Accepting and providing Genie eCash integral to the sale of goods or the provision of services, other than money transmission services, by the Member who is accepting and making payment using Genie eCash.
- b) Acting as a payment processor (paymaster) to facilitate the purchase or payment of a bill for goods and/or services through a clearance and settlement system by agreement with by and between Members;
- c) Providing a clearance and settlement system, and at times acting as an intermediary between regulated institutions and do not provide other types of financial services that could be deemed money transmission services; i.e. a mere instrumentality that the financial institutions use to process transfers; and
- d) Having only a custodial interest.

Genie is not a money services business (MSB), or a credit or debt collection agency. Rather, Genie operates through a contractual relationship to provide payments from you to other members, depending on the circumstances. In providing payments to you, Genie is authorized by you to receive funds on your behalf of (and to deliver such funds to) another Member (i.e. as a payee). Genie provides a receipt when the payment is collected on your behalf, and that payment is deemed payment to the payee when made.

If you are making a payment, the following applies: There is no risk of loss to you if you are making a payment if Genie fails to remit the payment to any payee; whether or not the payee receives the payment, the payee treats you as if, in effect, the payment was received.

If you are receiving a payment, the following applies: There is no risk of loss to the payor making a payment if Genie fails to remit the payment to you; whether or not you receive the payment, you agree to treat the payor as if, in effect, the payment was received. You acknowledge that, (i) Genie is not a and MSB or a bank and the Service is a payment processing service, and (ii) Genie is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an intermediary, agent and/or custodian.

Genie will help you make payments to and accept payments, online or by phone. Payments are processed electronically using Genie eCash or Genie eCheck drafting the Subscribing Buyers checking account. Genie is an independent contractor for all purposes, except that Genie acts as your agent with respect to the custody of your funds (See "Agent

Relationship", below). Genie does not have control of, or liability for, the products or services that are paid for with the Genie Services. All product or service disputes involving refunds are subject to the terms and conditions of the seller's or service provider's refund policy.

### 1.3 Agency Relationship; Dual Agency

As a Genie Member, you may wish to buy a product or service offered by another Genie Member using Genie eCash. You authorize Genie to act as your agent in facilitating you in accepting payments and making payments. You acknowledge and recognize that Genie is not only your agent, but also the agent of the Member you are buying from, or selling to. Based upon your direction and your requests to use our Genie Services that require us to perform tasks on your behalf, Genie will at all times hold your funds separate from its corporate funds, will not use your funds for its operating expenses or any other corporate purposes, and will not voluntarily make funds available to its creditors in the event of bankruptcy or for any other purpose, unless directed by a court of competent jurisdiction to do so. You acknowledge that (i) Genie is not a bank and the Service is a payment processing service rather than a banking service, and (ii) Genie is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent and custodian.

You are not required to carry a balance in your CashBox in order to use the Genie Service. Genie will pool your funds together with funds from other Genie Members, and will place those funds in accounts at one or more bank(s) ("Pooled Accounts"). Those funds may, or may not, be eligible for FDIC pass-through insurance. Any balances that you hold in currencies other than U.S. Dollars will also be pooled and placed in bank accounts on your behalf, but will not be eligible for FDIC insurance.

To the extent allowed by law, you agree that you will not receive interest or other earnings on the funds that Genie handles as your agent. If and to the extent allowed, Genie may earn interest on those funds, or may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

By initiating and sending payments through the Genie Service or adding funds to your CashBox balance, you appoint Genie as your agent to obtain the funds on your behalf and to make payment(s) (at your direction) to the recipient that you designate or to a Pooled Account, subject to the terms and restrictions of this Agreement. When you send a payment, that payment is deemed accepted by the recipient instantly, and you will not be able to withdraw those funds or send the funds to any other recipient unless the initial transaction is cancelled and reversed.

By receiving payments through Genie Services, you appoint Genie as your agent to cause the funds to be deposited on your behalf in the Pooled Accounts until you further instruct Genie. Any such payments are deemed received by you immediately. You may provide instructions to withdraw the funds or make payment(s) to a third party, from any internet enabled device or phone, subject to the terms and restrictions of this Agreement.

If you receive a notice that a payment has been sent to you through Genie but you have not subscribed for the Genie Service, Genie will not become your agent and you will have no claim to those specific funds unless and until you register for the Genie Service and indicate

your acceptance of the payment. CashBox Lite accounts are available to individual over the age of 18, without a setup fee or monthly fees.

## 1.4 Your Privacy

Protecting your privacy is very important to Genie. Please review our Privacy Policy (<https://geniecashbox.com/8003718730/privacy-policy-for-genie-services-8-21-2012.pdf>) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

## 1.5 Privacy of Others; Marketing

If you receive Information about another Genie Member through the Genie Services, you must keep the Information confidential and only use it in connection with the Genie Services. You agree, and may not disclose or distribute a Genie Member's Information to a third party or use the Information for marketing purposes unless you receive the Genie Member's express written consent to do so.

You may not send unsolicited email to a Genie Member or use the Genie Services to collect payments for sending, or assisting in sending, unsolicited email to third parties.

## 1.6 Intellectual Property

The terms and phrases "Genie Number", "Genie Card", "Genie Services", "Genie Bancor", "Genie Gateway", "GenieMessenger", "Genie eCash", "Genie eCheck", "UPN", "Unified Phone Number", "DepositServices.com", "CashBox", "CashCode", "Genie-to-Genie Transfer", "VPOS", "Allcom" and all logos related to all the Genie Services are either trademarks or registered trademarks of AllCom. You may not copy, imitate or use them without AllCom's prior written consent. All right, title and interest in and to any of AllCom's and Genie Gateway's website, any content thereon, the Genie Services, the technology related to the Genie Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of AllCom.

## 1.7 Assignment

You may not transfer or assign any rights or obligations you have under this Agreement without AllCom's prior written consent. AllCom reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

## 1.8 Password Security; Keeping Email and Address Current

You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the Genie Services. If you use a Genie Card, you should also carefully safeguard this card. You are responsible for keeping your mailing address and email address up to date in your Account Profile.



## 1.9 Notices

You agree that Genie may provide you communications about your Account and the Genie Services electronically as described in our Electronic Communications Delivery Policy. Keeping you informed about your Account and the Genie Services is very important component of your Genie Services, so please review the Electronic Communications Delivery Policy in order to better understand how we communicate with you. Genie reserves the right to close your Account if you withdraw your consent to receive electronic Communications. Any electronic communications will be deemed to be received by you within 24 hours of the time we post it to our website or email it to you. Any communications sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

Except as otherwise stated herein notice to Genie must be sent by postal mail to: Genie, 4570 South Eastern Avenue, Suite 23 – 221, Las Vegas, Nevada 89119.

## 1.10 Account Statement; Receipts

You have the right to receive an Account statement. You may view your Account statement by logging into your Account and Genie will also send you a monthly statement via email to the address we have on file for you. Similarly, you have the right to receive a receipt for any transaction (e.g. a purchase of a product or service). You agree that a posting on your Account statement may be deemed a receipt of any transaction, and acknowledge that it may be accessed by logging into your Account; again, Genie will also send you a monthly statement (which will reflect any transactions) via email to the address we have on file for you. We recommend that you print a copy for your files and save a soft copy on your computer for long term record keeping. For your convenience Genie provides a FREE backup service for 24 months. All records aged beyond 24 months will automatically be deleted from our database.

## 1.11 Calls to You; Mobile Telephone Numbers

By providing Genie a telephone number (including a mobile telephone number), you consent to receiving autodialed and prerecorded message calls from Genie at that number. If we determine that a telephone number you have provided to us is a mobile telephone number, we may categorize it as such in our systems and in your Account Profile and you consent to receive text messages from us about your use of the Genie Services at that number.

## 2. ACCOUNTS

### 2.1 Eligibility

To be eligible to use the Genie Services, you must be at least 18 years old and a resident of the United States or one of the countries listed on the Genie Activation Form.

### 2.2 Genie CashBox Lite and Genie Gateway Accounts; Types of Transactions

Genie offers two different types of Accounts: Genie CashBox Lite and Genie Gateway Accounts. By opening a Genie CashBox Lite or Genie Gateway Account you accept the terms in this Agreement.

You may send money from, and receive money into, your CashBox, as described in more detail in the section "Making a Payment" and the section "Receiving Payment". You may also add to your Balance using other available "Payment Methods", as described in more detail below, and withdraw money from your Balance, as described in more detail in the section "Withdrawing Money".

## 2.3 Identity Authentication

You authorize Genie, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address, ordering a credit report, or verifying your information against third party databases or through other sources. We may also ask to see your driver's license or other identifying documents at any time. If you use certain Genie Services, federal law requires that Genie verify some of your information and/or identity. Genie reserves the right to close, suspend, or limit access to your Account and/or the Genie Services in the event we are unable to obtain or verify this information.

## 2.4 Credit Report Authorization

You authorize Genie to obtain your personal and/or business credit report: (a) when you upgrade your Personal Account to a Business Account, (b) when you request certain new products, such as the Genie Debit Card, or (c) at any time Genie reasonably believes there may be an increased level of risk associated with your Account. If you open a Business Account, you authorize Genie, in accordance with the Fair Credit Reporting Act to obtain your personal and/or business credit report from a credit bureau.

## 2.5 Third Party Permissions

If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, either through your use of the third party's product or service or through your Account Profile, you acknowledge that Genie may disclose the information about your Account that is specifically authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold Genie responsible for, and you will indemnify Genie from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time by changing your settings in your Account Profile.

## 3. PAYMENTS

### 3.1 Default Payment Methods

When you make a payment, if you have not selected a Preferred Payment Method, Genie will fund your transaction in this order:

- a. CashBox Balance
- b. From your credit card on file
- c. Drafting your checking account on file

Note: If you do not want to use your CashBox Balance or credit card on file, you can select Genie eCheck before making a payment. For In-Store Checkout, Genie will only use your CashBox Balance to fund your transaction.

### 3.2 Preferred Payment Method

You may select a Preferred Payment Method each time you make a payment, except when making a Preapproved Payment. For a Preapproved Payment you can select a Preferred Payment Method when you provide your initial authorization for this payment.

### 3.3 Payment Limits; Payment Method Limitations

Genie may, at our discretion, impose limits on the amount of money you can send as payments through the Genie Service, i.e. money you send for purchases. You can view your payment limit, if any, by logging into your Account and clicking on the "View Limits" link on the "Account Overview" page. If you have a Verified Account, we may, in our discretion, increase your sending limits.

In order to manage risk, Genie may limit the Payment Methods available for a transaction. In addition, Payment Methods may be limited if you make a Genie payment through certain third party websites or applications. You are limited to funding your Genie payment with either (or both) your CashBox Balance or by Genie eCheck. In all such cases, you may choose to continue with the transaction with the understanding that you may waive your rights for dispute resolution when using Genie eCash or Genie eCheck should the transaction turn out to be unsatisfactory.

Genie eCash payments are treated as a cash payment and you agree that such payment requests constitute your authorization for Genie to make the payment(s) on your behalf. Once you have provided your authorization for the payment, you will not be able to cancel the electronic transfer and any disputes between you and the receiving Member are to be treated as if you made a direct cash payment to the receiving party.

Genie eCheck payments are to be treated as a payment made with a bank draft, issued by you, without giving up your rights to stop payments, and to disputes associated with issuing bank drafts.

You further agree that Genie will not be responsible to manage and or settle any disputes arising between you and a seller for any payments eCash or eCheck you send when paying for any goods or services you purchase online, by phone or in a retail environment. You

agree that you will not hold Genie liable for any damages resulting from payments you made through the Genie Services.

### 3.5 Genie eCheck Payments

For any transaction that you use Genie eCheck as your Payment Method, Genie will create and deliver via email, to your recipient, a draft (electronic check in PDF file format); drawn on the checking account we have on file for you, for the amount you requested. In addition, Genie will also email you simultaneously a duplicate of the above draft for your bookkeeping purposes.

### 3.6 Refused and Refunded Transactions

If you make a payment and the recipient is refuses to accept it as payment for products or services, you agree that you will not hold Genie liable for any damages resulting from a recipient's decision not to accept a payment made through the Genie Services. Any unclaimed, refunded or denied payment will be returned to you in the original Payment Method. Genie will return any unclaimed payment to you within 30 Days of the date you initiated payment. If you stop (i.e. cancel) the payment within 30 days after the payment was initiated, and before the payment is accepted, Genie will return the payment to you within 10 Business Days of the date you stopped payment.

### 3.7 Preapproved Payments

Concurrent with any Preapproved Payment from your Account, you will receive a confirmation of that transaction by email. The following applies to any Preapproved Payments you make:

a. **Notice for Certain Preapproved Payments.** When using Genie eCheck for your Preapproved Payments, Genie can provide you advance notice, via email, of the amount and date of the transfer at least 10 Days before the transfer is made (assuming the Preapproved Payment was authorized more than 10 days before first transaction date). This notice is designed to protect you from having insufficient funds in your bank account to cover your Preapproved Payment.

b. **Stopping a Preapproved Payment.** You may stop a Preapproved Payment at any time up to 3 Business Days before the date of the next scheduled payment. To stop a Preapproved Payment by notifying Genie with a telephone you must call to the 24 Hour Preapproved Payment Cancellation Line. Please keep in mind that Preapproved Payments are sometimes referred to as "subscriptions" or "recurring payments". Once you call Genie to stop a Preapproved Payment, all future Preapproved Payments under your agreement with the Member (Merchant) will be stopped. If you stop a Preapproved Payment you may still be liable to the Member (Merchant) for the payment or other penalties under the terms of your agreement with the Member (Merchant) and you may be required to pay the Member (Merchant) through alternative means.

### 3.8 Accuracy of Information

You are responsible for confirming the accuracy of the information you provide about each payment you send, including the Genie Number of the recipient, a CashCode if appropriate and the amount of the transaction.

## 4. RECEIVING PAYMENTS

All payments and deposits will be credited to your CashBox until we receive your distribution and transfer instructions. Payments and deposits to your CashBox can originate from direct deposits, ACH, wire transfers, walk-in deposits, mail-in deposits, CashCodes, and CashBox-to-CashBox transfers.

### 4.1 Risk of Reversals, Chargebacks and Claims

When you are sent a payment, you are immediately liable to Genie for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in this Agreement if you lose a Claim or a Chargeback, or if there is a Reversal of the payment. You agree to allow Genie to recover any amounts due to Genie by debiting your CashBox Balance or drafting your checking account on file. If there are insufficient funds in your Balance to cover your liability, you agree to reimburse Genie by increasing your CashBox balance, or through other means.

### 4.2 No Surcharges

You agree that you will not impose a surcharge or any other fee for accepting Genie as a payment method. You may charge a handling fee in connection with the sale of goods or services, as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-Genie transactions.

### 4.3 Taxes

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Genie is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

### 4.4 Receiving Payments from Student Accounts

Genie may block your ability to receive payments from Student Accounts if you sell goods or services that may be illegal for minors to purchase under any applicable laws or regulations. This includes, but is not limited to, alcohol, tobacco or adult-oriented materials.

## 4.5 Refund Policy; Privacy Policy

If you sell goods, you must have a published refund and return policy and a published privacy policy on your website and, if applicable, at your point of sale, including your In-Store Checkout point of sale.

## 4.6 Receiving Preapproved Payments

If you receive Preapproved Payments, you must comply with the following requirements:

Authorization. You must receive your buyer's prior Authorization for the amount, frequency, and duration of the Preapproved Payment. You must provide your buyer with notice of the amount and date of each Preapproved Payment at least 10 days before the transfer, unless the buyer has elected to receive notices only for varying amounts, as described below.

Notice Requirements for Varying Amounts. If the amount of the Preapproved Payment varies, you must provide your buyer with notice of the amount and date of each Preapproved Payment transfer at least 10 days before the transfer. You may also give the buyer the option to receive notice only when the amount of a Preapproved Payment falls outside a range that you and the buyer have agreed upon in advance. If the buyer has chosen to receive notices only for Preapproved Payments falling outside the agreed upon range, then you must send your buyer notice of the amount and date of those transfers at least 10 days before the transfer.

Required Stop Payment Procedures for Preapproved Payments. You must provide buyers with the ability to stop a Preapproved Payment up to 3 Business Days before the scheduled date of the Preapproved Payment. If a buyer has stopped or canceled a Preapproved Payment, you may not restart future payments without the written Authorization of the buyer. In addition, if your buyer signed up for the Preapproved Payment through an online method, you must provide a simple and easily accessible online cancellation procedure.

## 5. ACCOUNT BALANCES

### 5.1 Balances

When making payments with Genie eCheck you do not need to maintain a Balance in your CashBox in order to make payments. If you do maintain a Balance, Genie will hold your funds separate from its corporate funds, and will not use your funds for its operating expenses or for any other corporate purposes. Genie will not voluntarily make your funds available to its creditors in the event of bankruptcy. While your funds are in our custody Genie will combine your funds with the funds of other Genie Members and place those pooled funds into Pooled Accounts with one or more banks. These Pooled Accounts will be held in Genie's name for the benefit of its collective Genie Members at one or more banks. Balances in U.S. Dollars that are held in Pooled Accounts at one of the banks may be eligible for FDIC pass-through insurance.

### 5.2 Assignment of Interest to Genie

You agree that you will not receive interest or other earnings on the funds that Genie handles as your agent and places in a Pooled Account. In consideration for your use of the Genie Services, you irrevocably transfer and assign to Genie any ownership right that you

may have in any interest that may accrue on funds held in a Pooled Account. This assignment applies only to interest earned on your funds, and nothing in this Agreement grants Genie any ownership right to the principal of the funds you maintain with Genie. In addition to or instead of earning interest in a Pooled Account, Genie may receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

### 5.3 Negative Balances

If your CashBox Account has a negative Balance, Genie may offset the negative Balance with any funds that you subsequently receive with your Genie Services.

### 5.4 Setoff of Past Due Amounts

If you have a past due amount owed to Genie or any of its affiliate, which amount is not the subject of a dispute, Genie may debit your CashBox to pay any amounts that are more than 30 Days past due.

## 6. WITHDRAWING MONEY

### 6.1 How to Withdraw Money

You may withdraw funds from your CashBox Account by requesting a Genie eCheck electronically, requesting a physical check through the mail, or using your Genie Debit Card (eligible Genie Members only). Generally, we will send checks only to a Confirmed Address. We will not send checks to P.O. Boxes. If you would like us to send a check to an address that does not meet these criteria, you must contact Customer Service and provide the documentation that we request to verify your association with the address.

## 7. CLOSING YOUR ACCOUNT

### 7.1 How to Close Your CashBox Account

You may close your CashBox at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions.

### 7.2 Limitations on Closing Your Account

You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect Genie, its affiliates, or a third party against the risk of Reversals, Chargeback, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

## 8. FEES

All fees are set forth in the Fee Schedule. All fees will be assessed in the currency of the payment. Your account and all transactions are made and displayed in U.S. dollars unless otherwise specified and may be subject to exchange rates.

Fees are based on whether you are making a Purchase Payment, a Personal Payment or a Genie Business Payment. Some fees are expressed as a percentage of the payment amount. All Fees are in U.S. Dollars unless otherwise stated.

- a. For Purchase Payments, the recipient of the payment will always pay the Fees.
- b. For Personal Payments, the following applies:
  - 1. The Fee depends on the Payment Method you use.
  - 2. The Fee is paid by either the sender or recipient, not both.

## 9. RESTRICTED ACTIVITIES

In connection with your use of your Genie Services your CashBox and your GenieCard or in the course of your interactions with Genie, other Genie Members, or third parties, you shall not:

- a. Breach this Agreement, or any other agreement or policy that you have agreed to with Genie;
- b. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c. Infringe Genie's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, inaccurate or misleading information;
- g. Send or receive what we reasonably believe to be potentially fraudulent funds;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- i. Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both Genie and the Seller, bank or credit card issuer for the same transaction;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the Genie Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargeback, fees, fines, penalties and other liability to Genie, other Genie Members, third parties or you;
- l. Access the Genie Services from a country that is not included on Genie's permitted countries list;



m. Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the Genie Services;

n. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;

o. Use the Genie Services to test credit card behaviors.

p. For activities that relate to transactions involving (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) stolen goods including digital and virtual goods (e) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (f) items that are considered obscene, (g) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (h) pornography or certain sexually oriented materials or services, (i) ammunition, firearms, or certain firearm parts or accessories, or (j) ,certain weapons or knives regulated under applicable law.

q. For activities that relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of annuities or lottery contracts, off-shore banking or transactions to finance or refinance debts funded by a credit card, or (d) involve currency exchanges or check cashing businesses.

r. For activities that involve illegal gambling and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate illegal gambling.

s. For any of the following:

i. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through Genie servers is prohibited. Likewise, the sending of UBE from another service provider advertizing a website, email address or utilizing any resource hosted on Genie's servers, is prohibited. Genie accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Agreement or Genie's Privacy Policy or that of the other provider.

ii. Unsolicited advertising via email and/or "Spamming" is a violation of State and Federal Law and is otherwise a violation of this agreement. Such prohibited conduct subjects Customer to immediate cessation of service as provided herein and the termination of this agreement without notice. Genie reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution.

- iii. Mass mailings, scripts that send out mass mailings or any other kind of high-volume mailing activities are not allowed on our servers. Purchasing lists of email addresses from third parties for mailing to from any merchant participating on the Genie network, or referencing Genie, is prohibited.
- iv. Unauthorized attempts to gain access to any account or computer resource not authorized (e.g., "cracking").
- v. Obtaining or attempting to obtain service by any means or device with intent to defraud or avoid payment.
- vi. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Genie Members or end-users by any means or device.
- vii. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Genie website or on another provider's network.
- viii. Any attempt to interfere with the use of Genie Services or any of its network or servers by other Genie Members or authorized users.
- ix. Any other misuses of the system resources, such as employing scripts or programs which consume excessive CPU time or storage space, permitting use of mail servers, mail forwarding capabilities, POP accounts, file managers, auto responders or resale/outsourced access to scripts installed on our servers.
- x. Attempting without authorization to enter into a secured computer system. Malicious hacking, cracking or otherwise altering of a website owned and operated by another person. Kurrenci.com reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution.
- xi. IRC software, IRC bots or Eggdrop bots are not allowed on our servers. Neither are shell emulators, virtual servers, file systems or system binaries.

## 10. LIABILITY

### 10.1 Your Liability

You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by Genie, a Genie Member, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Genie Services. You agree to reimburse Genie, a Genie Member, or a third party for any and all such liability.

### 10.2 Reimbursement for Your Liability

In the event that you are liable for any amounts owed to Genie, Genie may immediately remove such amounts from your CashBox balance. If you do not have a balance that is sufficient to cover your liability, your remaining balance (if any) will be removed, your CashBox will have a negative balance up to the amount of your liability, and you will be

required to immediately add funds to your CashBox balance to eliminate the negative balance. If you do not do so, Genie may engage in collection efforts to recover such amounts from you.

### 10.3 Actions by Genie – Restricted Activities

If Genie, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect Genie, other Genie Members, other third parties, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the Genie Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial Information).
- b. We may refuse to provide the Genie Services to you in the future;
- c. We may hold your funds for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy;

### 10.4 Actions by Genie – Holds

Genie, in its sole discretion, may place a hold on any or all of the payments you receive when Genie believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. If Genie places a hold on a payment, the funds will appear in your "Pending Balance" and the payment status will show as "Completed - Funds not yet available". If Genie places a hold on any or all of the payments you receive Genie will provide you with notice of our actions. If you receive a Dispute, Claim, Chargeback, or Reversal, Genie may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement.

### 10.5 Actions by Genie – Account Closure, Termination of Service, Limited Account Access; Confidential Criteria

If Genie closes your Account or terminate your use of the Genie Services for any reason, we will provide you with notice of our actions. If we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that Genie's decision to take certain actions, including limiting access to your Account by placing holds or imposing Reserves, may be based on confidential criteria that are essential to our management of risk and the security of Genie Members' Accounts and the Genie system. You agree that Genie is under no obligation to disclose the details of its risk management or its security procedures to you.

## 11. RESOLUTION PROCEDURES

### 11.1 Notification Requirements

You should immediately notify Genie if you believe:

- there has been an Unauthorized Transaction or unauthorized access to your Account;

- there is an error in your Account statement (you can access your Account statement by logging into your Account and clicking on the "Statements" tab ) or your transaction confirmation sent to you by email;
- your password or Genie Mobile PIN has been compromised;
- your Genie Debit Card or Genie Mobile-activated phone has been lost, stolen or deactivated; or
- you need more information about a transaction listed on the statement or transaction confirmation.

## 12. DISPUTES WITH GENIE

### 12.1 Contact Genie First

If a dispute arises between you and Genie, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and Genie regarding the Genie Services may be reported to Customer Service with an email to [Service@AllCom.com](mailto:Service@AllCom.com) at any time, or by calling (877) 233-7300 during business hours, Pacific Time.

### 12.2 Arbitration

All claims (excluding claims for injunctive or other equitable relief) will be resolved through binding non-appearance-based arbitration. The initiating party will bring such arbitration through the American Arbitration Association (AAA) or another established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. In any such arbitration: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In all other respects, the AAA Rules for Commercial Disputes apply.

### 12.3 Law and Forum

Except as otherwise agreed in writing by the parties, you agree that any claim or dispute you may have against Genie must be resolved in Clark County, Las Vegas, Nevada. You agree to submit to the personal jurisdiction of the arbitration proceedings and/or courts located within Las Vegas, Nevada for the purpose of arbitrating and/or litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Nevada, without regard to conflict of law provisions.

### 12.4 Improperly filed litigation

All claims you bring against Genie must be resolved in accordance with Section 12 of this Agreement. All claims filed or brought contrary to Section 12 shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to Section 12, Genie

may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$2,500.00 USD, provided that Genie has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

## 12.5 Insolvency Proceedings

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, Genie will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

## 12.6 No Waiver

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

## 12.7 Indemnification

You agree to defend, indemnify and hold Genie, its parent, the officers, directors, agents, joint ventures, employees and suppliers of Genie or its Parent, harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Genie Services.

## 12.8 Release of Genie

If you have a dispute with one or more Genie Members, you release Genie (and our parent, officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive any legal right to claim that the release does not extend to claims which you do not know or suspect to exist in your favor at the time of entering into this Agreement, including this release, which if not known by you must have materially affected your decision to enter into this Agreement and release with Genie.

## 13 GENERAL PROVISIONS

### 13.1 Limitation of Liability

IN NO EVENT SHALL WE, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF GENIE OR OUR PARENT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE GENIE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

## 13.2 No Warranty

THE GENIE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. GENIE, OUR PARENT, THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF GENIE OR OUR PARENT SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Genie does not have any control over the products or services that are paid for with the Genie Services and Genie cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. Genie does not guarantee continuous, uninterrupted or secure access to any part of the Genie Services, and operation of our site may be interfered with by numerous factors outside of our control. Genie will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but Genie makes no representations or warranties regarding the amount of time needed to complete processing because the Genie Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

## 13.3 Compliance

Genie has a comprehensive anti-money laundering policy and engages proactive measures to assure that its products are not used for illegal or nefarious purposes. Genie requires Customer information for Registration and Activation of an account, and all anti-money laundering laws and regulations applicable are complied with.

## 13.4 Severability

In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

## 13.5 Complete Agreement

This Agreement, along with any applicable policies and agreements posted on the Genie website, sets forth the entire understanding between you and Genie with respect to the Genie Services and by their nature will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this Agreement for the person or entity herein named as a party hereto. Use of Genie Services by you, shall constitute executing of this Agreement and acceptance by you of the foregoing.