

# GENIE CLUB 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 of the Genie Club, primarily as Member-to-Member Services. 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. By subscribing to and/or using any of the Genie Services, you are deemed to have agreed to and be bound by the terms and conditions of this Agreement:**

This Genie Club Membership Agreement – Terms of Use ("Agreement" or "Terms of Use") is a contract between You, on the one hand, and AllCom, a Nevada corporation, on the other hand (hereinafter "AllCom" or "Genie") and applies to Your Membership in the Genie Club and use of any and all of 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 sets forth the basis for the relationship established when a new Member is accepted to the Genie Club.

This Agreement is effective as of October 15, 2014. The most current version of our "Terms of Use" can always be found at <https://geniecashbox.com/gc/MembershipAgreement.pdf>. This Agreement may be amended at any time by posting a revised version on our website (i.e. [www.allcom.com](http://www.allcom.com)). 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 advance notice on our website.

- [Introduction to Genie](#)

You recognize that Genie is a technology company, providing data processing, telecommunications, internet, financial management, and payment services (including secure transactions and escrow services), provided on the Genie Platform and by the Genie Merchant Network, the Genie Gateway websites and through related products and services. As a Member of the Genie Club, You are entitled to the entire privileges attendant thereto, including without limitation, the use of Genie Services (including the Virtual Assistant and the Universal Office), the Genie Platform, the Genie Gateway and the Genie Merchant Network.

- [The Genie Club](#)

The Genie Club is a virtual community and electronic exchange. It provides business unparalleled business and telephone services, as well as an ability to make payments, buy and sell anywhere, anytime: online, by phone or in a brick and mortar environment.

Whether you run a traditional business and need to run more efficiently, or want to make payments conveniently, or occasionally trade, buy or sell your goods or services, you can enjoy giving and getting the discounts and the loyalty bonuses offered by business owners and professionals to members of The Genie Club.

- [The Genie Gateway](#)

The Genie Gateway is a proprietary collection of several inventions combining a variety of distributed clients, a centralized cloud and Softswitch which together integrate three powerful technologies: Telecommunications, Internet and Electronic Financial Services into one seamless global service.

Genie Gateway is an interactive communications hub featuring a suite of solutions which fully integrate:

- a website (with search engine optimizations)
- computers
- telephones (landline or cellular; traditional or "smart")
- text messaging
- GenieVOX Voice SMS
- audio services
- video services
- email
- fax services / virtual fax machines
- television networks
- document delivery
- a virtual office / unified communications
- the Virtual Merchant
- Opt-In web and smart phone applications

This elegant solution delivers all of these services from a single source on a single platform in a single cloud. The unique approach with these services is that information moves from process to process on the same platform, rather than from system to system – or even from provider to provider. This approach delivers faster, more tightly integrated services with security, privacy, and safety, at a lower cost than any multi-platform competitors.

- [The Genie Cashbox](#)

Genie CashBox is an interactive multipoint hub, combining a suite of digital solutions, fully integrating the features of:

- Telephone
- Voice mail
- Calling Card
- Fax
- Email (GenieMail)
- SMS (Genie TXT)
- Voice Messaging (VOX)
- eWallet to send and receive real-time peer to peer payments (CashBox)
- Virtual checking account (GenieChecking),
- Both a closed loop and an open loop debit card (Genie CashBox Debit Card)

- [Genie Services – Categories](#)

Our goal is to provide services that allow You to organize, and manage Your business and/or personal daily functions. Genie allows You to send and receive telephone calls, voice messages, text messages, faxes, documents and messages via telephone, land line or cell, text, and email to and from friends, relatives and business associates. Genie also provides You Your own website and email address to conduct business, and/or simplify Your personal life.

- [Telephone and Office Services](#)

**Your Personal “Genie”:** *Genie* is Your Virtual Assistant and the unique personality of the Universal Office You receive as a Genie Club Member. *Genie* is there, 24 hours a day, every day of the year, to handle all your communication needs. *Genie* is unlike automated, mechanical voice systems.

**Multiple Lines:** If You cannot take a call because you are already on an important call, with the Universal Office, *Genie* will answer the calls you cannot.

**Integrated Voice Mail:** You can access your Universal Office voice-mail box from anywhere. Simply dial your number from any touch-tone phone, and then enter your password. Your messages are instantly available. Or if you prefer, you can check messages over the Internet.

**Call Follow Me:** Whether you are at home, the office, out on the town, or traveling across the country, your calls can follow you wherever you go. The people who need to reach you will not need to keep a list of numbers to try – they just call your Genie Number, and Genie will find you – because You have told *her* where to call. *Genie* will also screen your calls, so that You know who is on the line BEFORE You tell *Genie* whether you will take the call.

**Message Notification:** Any time *Genie* takes a message for you, *she* can let you know right away – or tell you later. The choice is up to You with the Message Notification feature. Whenever and wherever you choose, *Genie* can call you (or page you) to let you know that You have messages waiting. When You collect your messages, either over the phone or over the web, You will know who called and when. *Genie* can even ask for their call-back number.

**Fax Line:** Would you like to be able to receive faxes without installing a separate line? With the Universal Office, your fax number is the same as your telephone number. No more separate numbers. Faxes are immediately recognized and handled separately from voice calls. The fax can then be stored for later pickup, routed directly to Email for later viewing or routed to a fax machine at whatever location you choose. Control your faxes and lower your costs with the Universal Office.

**Coverage:** Genie has one of the largest telephone coverage footprints in North America, with local service in over 3000 communities, covering over 80% of the U.S. and Canadian population centers. But more than just “points of presence”, those local service areas are tied into a single, coherent network structure that gives you multiple entry points into a single phone system. Whether you need local number is New York,

Los Angeles, Seattle or Tampa – or almost anywhere in between – those local numbers all tie in to the same Universal Office system. That gives you nationwide reach at local costs.

**Conference Calling:** The Universal Office has some of the most cost effective and easy-to-use conference features in the world. Set up conference calls that handle up to ten callers at a time. Or build special purpose conference rooms as large as you need.

**International Calling:** Genie offers some of the lowest rates available for International calling. But low rates are not enough, so the Universal Office has a unique “call back” feature that allows You to make calls from overseas at rates that reflect calls made from the U.S.

- **Internet and Office Solutions**

Genie provides an interactive multimedia communications hub, featuring a digital buffet of unified solutions; combining the benefits of having a website fully accessible from any internet enabled device, with voice, text, video, document messaging, virtual fax, group communications, including an online store, a shopping cart with a virtual point of sale, and a CashBox with a virtual checking account, plus the most robust Virtual Office, as one unified solution.

- **Financial Management and Payment Services**

**Payroll, Commission and Residual Payments:** Financial services that include payroll, commissions and residual payments in a manner intended to simplify and save costs on the payment of taxes and actual services.

**Secure Collection and Payment Processing:** Genie provides an outsourced method of collections for the Genie Merchant business enterprises within the Genie Merchant Network. Reminders to customers that payments are due, via email, automated phone calls and text messaging. Payment processing involves accepting and transmitting funds integral to the sale of goods or the provision of services of Genie Merchant (i.e. other than money transmission services), by Genie, providing a portal to a financial institution that has access to a payment instrument-generating system. All payments are done

- **General Services**

- **Personal or Virtual Assistant** A human-like assistant coordinates all Universal Office functions with computer-like efficiency
- **Universal Office** Integrated office services Every feature is individually tailored and effortlessly programmed
- **Multiple Greetings** Each greeting when activated, automatically changes Universal Office functions to different programmed scenarios
- **Professional Recordings** Personal greetings, as well as organizational messages can be studio recorded to present YOUR image professionally & consistently. Additional charges apply based on each project
- **Universal Number** One universal telephone number for all purposes Genie will manage all your communication functions 24/7/365 through this number

- **Local & Toll Free Number** Each Universal Office includes a toll-free as well as a local Genie Number in the base Monthly Fee
- **Call Screening** Genie finds you and informs you who is waiting on hold... you can accept / send to voice mail / or forward the call to any number you want. Avoid contact with people who waste your time...without insulting anyone
- **Music On-Hold** Plays music when a call is on hold
- **Call Transfer/Follow-Me** Transfer your caller to any other number or give your callers the option to connect their calls to you, when you are available
- **Quick Answer** While your caller is waiting on hold, you can send them a quick message without connecting directly with them... just like what a secretary would do for you!
- **Call Recording** Record any call, conference call or dictation
- **Virtual Office Fax** Receive, forward & broadcast a fax from anywhere and to anywhere in the world
- **Voice Cover Page** Send a voice message / description with a fax
- **Fax to E-mail** Receive faxes on E-mail. Eliminated dedicated Fax line
- **E-mail Integrated Voice Messages** You can listen to your messages by phone O R Messages can be sent to E-mail
- **Teleconferencing** Team meetings, negotiations, coaching, consultations, etc.
- **Conference Rooms** Anytime and anywhere, You can have "silent/hidden" participants and private and public telephone conferences
- **Phonebooks** up to 99 phonebooks, with unlimited contacts per phonebook
- **Broadcast Messaging** Genie will send a message to unlimited number of system clients. Universal Offices Each message is individually personalized and interactive
- **AudioGrams** An interactive and personalized message that can be sent to any phone off-platform, and will capture caller-ID and the response of the recipient. Appointment Scheduling & Confirmation Can be scheduled for deliver up to one year in advance, with repeated calling until party reached
- **Web based E-mail** Every Universal Office has a Web based email address
- **Interactive Responses** For internal messages to other EasyTel Universal Office's and audiograms to "outside" phone numbers, Genie captures recipient responses
- **Message Notification** Genie will find you when you have a message or fax waiting. Genie will capture call-ID for immediate call back
- **Auto-Forwarding** Genie will automatically forward messages to a backup person or number if messages are not answered in time
- **Pager Notification** Genie alerts your pager when calls, messages and faxes are received at your Universal Office
- **TelePaging** Paging with voicemail, but without a pager. Client has interactive option to immediately connect directly to caller. Caller-ID captured
- **Call Back** Genie will call you, any time anywhere you want
- **Collapsing Menus** Features you are not using remain hidden. System is fast, responsive & efficient
- **Genealogy** The Genie system automatically charts the genealogy of an organization as they "log-on". Every generation is automatically tracked and internally networked
- **Automated Phonebook** Genie automatically creates an organizational phonebook that is internally networked and always accurate. Leadership effortlessly stays connected with every new and veteran member throughout the organization
- **Duplication Library** Every member of an organization has immediate access to the organization's library of announcements, commercials, fax-on-demand documents etc. Thus, everybody is current, professional and duplicating

- **Announcement Box** Virtually unlimited menu announcements. Commercials/Education/ Schedules, etc. Followed by interactive responses
  - **Call Distribution Box** Sequential distribution of all incoming calls to a selected list of recipients. Perfect for cooperative advertisement & marketing
  - **Distribution by Map** Call distribution to recipients according to the location of call origin
  - **Broadcast Box** Outbound Tele-Marketing. Genie will deliver messages to live recipient will leave a Fax or recorded message to an unlimited number of contacts. Followed by interactive prompts and direct connect back to you. Caller-ID captured
  - **Virtual POS** Electronic Credit Card Processing & Deposit. "Virtual" point of sale terminal
  - **Automated Sign-Up** An account can be activated 24 hours a day, by phone. The new account and phone number are instantly established in a paperless transaction
  - **Duplication Templates** Once an organization has determined what constellation of features it wants, every UO thereafter is identical. Templates can be changed any time affecting the entire group
  - **Activity Detail** On-demand, by fax or email - instantaneous updated & detailed records of all activity in Your Universal Office. Including, time, duration, caller ID, Tel. #, inbound & outbound
  - **Automatic Re-charge** Genie automatically notifies each Member of the status of their account, including the re-charging of monthly fees
  - **Long Distance Access** Use your Universal Office to call anywhere in the world at competitive rates. Or have Genie at your Universal Office call YOU anywhere in the world at the same rates
- **Genie Merchant Network**

Under this Agreement the Genie Member appoints Genie as its Authorized Agent for the provision of Genie Services, including the collection and processing of Payments and data to the Member, as a Genie Merchant, within the Genie Merchant Network. See Section 1.6, below.

As a Genie Merchant, the Genie Member,

- Uses Genie as a means of:
  - Outsourcing payment processing for the Genie Merchant's business enterprise(s) within the Genie Merchant Network.
  - Accepting and transmitting funds integral to the sale of goods or the provision of services of Genie Merchant (i.e. other than money transmission services), by Genie.
- Understands that Genie will collect payments in a manner that there be no risk of loss to the buyer (i.e. Genie Member customer) if Genie fails to remit the payments collected to the Genie Merchant (i.e. whether or not the Genie Merchant receives the collected payments, the Genie Merchant will at all times treat the buyer as if, in effect, the Genie Merchant had received the payment(s).

The collected payments will be delivered to the Genie Merchant, less all applicable fees and charges, consistent with this Agreement.

- **Member Obligations within the Merchant Network**

The Genie Member, as a Genie Merchant, hereby agrees to fulfill the following obligations:

- Provide the necessary information required to render the Genie Payment Services, including all information that Genie may deem necessary to perform its obligations hereunder.
- Be liable for the accuracy and veracity of all the Genie Merchant information provided.
- Assist Genie in the event that the account information is confusing and correct the information provided, if necessary.
- Pay any and all amounts (e.g. fees and charges) owed to Genie.

- **Genie Obligations within the Merchant Network**

Genie shall provide the following services through the use of its website:

- **Authentication** – Genie Members will be able to authenticate themselves securely without leaving the Genie website
- **Shipping and Billing Address** – The Genie website will provide address information to the Genie Merchant to fill the shipping address forms, without providing any financial information.
- **Administrative Tasks** – Genie Merchant's will be able to perform standard administrative tasks such as refunds for their Genie transactions using their Genie ecommerce platforms tools.
- **Reporting and Administrative Tasks** – Genie Merchants will be able to view all their Genie Platform transactions via their ecommerce platforms tools.
- **Service Features** –
  - Genie will provide the Genie Merchant all necessary information that may be required, as well as the necessary assistance to promptly solve any problems or inquires that Genie Merchant may have, for processing their payments.
  - Genie will cause the payments received and available, minus any and all transaction fees and charges, to be credited to Genie Member's account; Genie is authorized to receive funds on behalf of, and to process such funds to, the Genie Merchant, through use of a pooled account with a ledger account in the name of the Genie Merchant;
- **Compliance** - Genie will conduct the Genie Services in compliance with all applicable U.S. federal, state and local laws.

- **Liability** - Genie will be absolutely liable to account for all funds coming into its possession, and, if applicable, Genie will hold all such funds in trust for the Genie Member and/or Genie Merchant, as the Member's or Merchant's Authorized Agent. Genie assumes all risk of loss with respect to funds coming into its possession, including but not limited to loss through theft, forgery or fraud.

At one point or another, Genie operates as one or more of the following, all of which are exceptions to operating as a money transfer company:

- A service that accepts assigned tasks for management of funds and provides Genie Services that are integral to the operation a business or an organized life, such as the sale of goods or services by the Genie Member who is accepting payments;
- A payment processor and/or Paymaster that facilitates the purchase or payment of a bill for goods and/or services through a clearance and settlement system by agreement with, by and between Genie Club Members;
- A service that provides a clearance and settlement system, and at times acts as an intermediary between regulated institutions; at no time providing any other types of financial services that could be deemed money transmission services or prepaid access services; i.e. a mere instrumentality that the financial institution uses to process transfers;
- A service on behalf of a Genie Club Member that has only a custodial interest in any of the Genie Member's funds, for purposes of completing a requested Payment transaction.

With regard to generating a payment instrument (e.g. Genie Check), the Genie Member is the maker or drawer of the instrument, and as such, the Genie Member is liable for the Payment. With regard to prepaid access or stored value, Genie Credits are only redeemable by the Genie Merchant (i.e. the issuer) for goods or services provided by the Genie Merchant or its affiliate, except to the extent required by applicable law to be redeemable in cash for its cash value; As such, it is not "stored value" or "prepaid access".

The Genie Merchant Network engages in payment processing in which Genie simply provides Genie Merchants with a portal to a financial institution that has access to payment instrument-generating system, and acts on behalf of the Genie Merchant receiving Payments, as well as the Genie Member making Payments.

Genie is not a money services business (MSB), or a credit or debt collection agency. Rather, Genie operates through a contractual relationship, as Your agent, to provide payments from You to other Genie 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.

- [Appointment as Agent; Dual Agency; Limitations](#)

As a Genie Member, you may wish to use a Genie Service that may require Genie's involvement. In such a case, whether it involves delivering a message or document, or conducting a transaction, or buying a product or service offered by another Genie Member using the Genie Merchant Network, You agree to enlist the agency of Genie. You hereby designate and appoint Genie as Your agent and authorized representative for limited purpose of providing any Genie Service, including without limitation, making and collecting Payments to or from Genie Members that access and participate in the Genie Merchant Network. Genie hereby accepts such designation and appointment. The Parties, and each of them, ratifies and confirms such designation and appointment.

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 Services provided are not banking services, and (ii) Genie is not acting as a trustee, fiduciary or escrow with respect to your funds, but is acting only as an agent, representative and custodian, at times providing financial management services, on Your behalf, and at Your direction.

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 be deemed 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 individuals over the age of 18, without a setup fee or monthly fees. GenieChecking and CashBox Premium accounts, with additional premium services, are available to individuals over the age of 18, for a setup fee of ten dollars and a monthly fee of four dollars and ninety-five cents.

- [Your Privacy](#)

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

- [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.

- [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 GenieCard, 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.

- [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.

- [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 Genie about Your use of the Genie Services at that number.

## ACCOUNTS

- [Eligibility](#)

To be eligible to use the Genie Services, You must be at least 18 years old, a resident of the United States or one of the countries listed on the Genie Activation Form, and agree to abide by the terms and conditions set forth in this Agreement, including the requirement to provide accurate information and allow Genie to verify Your identity (See Section 2.4, below). You must also agree to the letter and spirit of Genie's anti-money laundering and fraud compliance policies, and consent to and abide by any requirements and obligations there under.

- [Genie CashBox Requirements; Interest Earnings Notice](#)

You are required to carry a balance in your CashBox in order to use any 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.

- [Genie CashBox and Genie Gateway Accounts; Types of Transactions](#)

Genie offers four different types of Accounts: Genie CashBox Lite, GenieChecking, Genie CashBox Premium, and Genie Gateway Accounts. Again, by opening a Genie CashBox Lite, a GenieChecking, Genie CashBox Premium, or a Genie Gateway You accept the terms in this Agreement.

You may send money from, and receive money into, Your CashBox. You may also add to Your Balance using other available "Payment Methods", as described in in this Agreement, and withdraw money from Your Balance, as described in more detail in the section "Withdrawing Money".

- [Identity Authentication](#)

You authorize Genie, directly or through third parties, to make any inquiries Genie considers necessary to validate Your identity. This may include asking You for further information, requiring You to provide government-issued photo identification, Your date of birth, a Social Security Number or Taxpayer Identification Number, and other information that will allow Genie to reasonably identify You. Genie may also require 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. If You use certain Genie Services in the USA, U . S . federal law requires that Genie verify

some of Your information, Your source of funds and/or identity. Genie reserves the right to close, suspend, or limit access to Your Account and/or the Genie Services in the event Genie is unable to obtain or verify this information.

- **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, 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 service.

- **Third Party Permissions**

If You grant express permission to a third party, other than Genie, 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 provide and 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 providing a written revocation, changing Your settings in your Account Profile, or the terms of Your permission may have a set time period.

Notwithstanding any of the forgoing, You may not transfer or assign any rights or obligations You have under this Agreement without Genie's prior written consent. (See Section 13.10) If Genie, in its sole discretion, determines that the extent to which You have granted express permission to a third party, to take specific actions on Your behalf, has developed into an assignment, Genie will notify You of the same, and provide written consent of Your assignment, or notice of the denial of such written consent.

## **PAYMENTS**

- **Default Payment Methods**

When You make a Payment, if You have not selected a Preferred Payment Method, Genie will fund your transaction in the following order (referred to as the "Default Payment Method"):

- CashBox Balance
- From your credit card on file
- 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 GenieCheck for making a Payment. Please note that for an In-Store Checkout, Genie will only use your CashBox Balance or GenieChecks to fund Your transaction.

- [CashCode](#)

The CashCode feature is AllCom's extra layer of protection against fraud and identity theft when you make Online or Pay-by-Phone Payments. The CashCode feature lets buyers authorize transactions using a one-time, 6-digit code which is good ONLY for that specific transaction. CashCodes expire as soon as buyers use them—and within 15 minutes if they don't use them.

Once a Member has activated their Genie CashBox, they select and click on the "Get CashCode" button during the process of making a payment. A 6-digit code will be sent to the buyer's mobile phone as a text message and via email, or by phone. The Member (Buyer) reviews the CashCode, and the purchase amount, and if approved, clicks on the "Click to OK" link. On approval the payment is processed in real-time and both the buyer and the seller are notified via text and email.

CashCodes expire as soon as buyers use them — and within 15 minutes if they don't use them. You can always request another CashCode by pushing the button again.

- [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.

- [Payment Limits; Payment Method Limitations](#)

Genie may, in its discretion, impose limits on the amount of money You can send as Payments using a 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, Genie may, in its 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 Your CashBox Balance. 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 Credits or GenieCheck should the transaction turn out to be in any way unsatisfactory.

Genie Credits 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 Member.

GenieCheck payments are to be treated as a payment made with a bank draft, issued by You, without giving up Your rights to stop payments as long as the subject GenieCheck has not been cashed or deposited. Once a GenieCheck has been cashed and or deposited any disputes between You and the receiving Member are to be treated as if You made a direct cash Payment to the receiving Member.

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, GenieCredits or GenieChecks 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 make through use of any Genie Services.

- [GenieCheck Payments](#)

For any transaction where You use GenieCheck as your Payment Method, Genie will create and deliver via email, to Your recipient, a draft (in PDF file format); drawn on the balance in Your CashBox account Genie has on file for You, for the amount You request. In addition, Genie will also simultaneously email You a duplicate of the draft for Your personal or bookkeeping purposes. Using Genie's unique Check 22 "substitute check" payment process, Members can send electronic payments via email, right away, to anyone. The payment will be debited from your account.

- [Refused and Refunded Transactions](#)

If You make a Payment and the recipient 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 use of any 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 thirty (30) days of the date You initiated payment. If You stop (i.e. cancel) the payment within thirty (30) days after the payment was initiated, and before the payment is accepted, Genie will return the payment to you within ten (10) Business Days of the date You stopped payment.

- [Preapproved Payments](#)

Concurrent with any Preapproved Payment from Your Account, Genie will send You a confirmation of the transaction by email. The following applies to any Preapproved Payments You make:

- **Notice for Certain Preapproved Payments.** When using Genie 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 account to cover Your Preapproved Payment.

- **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.
- **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.

## RECEIVING PAYMENTS

All payments and deposits will be credited to Your CashBox until Genie receives Your distribution and transfer instructions. Payments and deposits to Your CashBox can originate from e.g. direct deposits, ACH, wire transfers, walk-in deposits, mail-in deposits, CashCodes, and CashBox-to-CashBox transfers.

- **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 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 or credit card 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.

## 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 CREDITS WITH A VALID CASHCODE TO COMPLETE THEIR PURCHASE. GENIE CREDIT 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. GENIE MAY ALSO USE PROPRIETARY FRAUD AND RISK MANAGEMENT WHEN ASSESSING THE RISK ASSOCIATED WITH YOUR ACCOUNT.

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 an 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 and accept payments, online or by phone. Payments are processed electronically using Genie Credits or GenieChecks drafting the Subscribing Buyers Genie CashBox account. Genie is an independent contractor for all purposes, except that Genie acts as Your agent with respect to the management and movement of Your funds (See also Section 1.6). 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.

- **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.

- **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.

- [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 (if you have a website) and, at your point of sale, including your In-Store Checkout point of sale (if and as applicable).

- [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 ten (10) days before the payment, unless the buyer has elected to receive notices only for varying amounts, as described in the following paragraph.

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 at least ten (10) days before the Payment. 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 Payments at least ten (10) days before the Payment.

Required Stop Payment Procedures for Preapproved Payments. You must provide buyers with the ability to stop a Preapproved Payment up to three (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.

## ACCOUNT BALANCES

- [Balances](#)

When making payments with GenieCheck You need to maintain a Balance in your CashBox in order to make Payments. You will not be able to create a GenieCheck for an amount greater than the balance in Your Genie CashBox. 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 Genie's custodial care, as an intermediary, Genie will use an acceptable practice to 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 Club 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.

- [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 are placed 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 as a Genie Club Member. In addition to or instead of earning interest in a Pooled Account, Genie may negotiate or receive a reduction in fees or expenses charged for banking services by the banks that hold your funds.

- [Negative Balances](#)

If Your CashBox Account has a negative Balance, Genie may offset the negative Balance with any funds that You subsequently receive with or through your use of Genie Services.

- [Setoff of Past Due Amounts](#)

If You have a past due amount owed to Genie or any of its affiliates, which amount is not the subject of a dispute, Genie may debit Your CashBox to pay any amounts that are more than thirty (30) days past due.

## WITHDRAWING MONEY

- [How to Withdraw Money](#)

You may withdraw funds from Your CashBox Account by requesting a GenieCheck electronically, requesting a physical check through the mail, or using Your Genie Debit Card (if applicable; applies to eligible Genie Members only). Genie will send checks only to a Confirmed Address, not a Post Office Box. If you would like us to send a check to an address that does not meet this criteria, You must contact Customer Service and provide the documentation that Genie will require to verify Your association with the alternative address.

## CLOSING YOUR ACCOUNT

- [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, Genie will cancel any pending transactions.

- **Limitations on Closing Your Account**

You may not close Your Account to evade an investigation. If You attempt to close Your Account while Genie is conducting an investigation, Genie 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.

## **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 Business Payment. Some fees are expressed as a percentage of the payment amount. All Fees are in U.S. Dollars unless otherwise stated.

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

## **RESTRICTED ACTIVITIES**

In connection with Your use of Genie Services, including Your CashBox, or in the course of Your interactions with Genie, other Genie Members, or third parties, You shall not:

- Breach this Agreement, or any other agreement or policy that you have agreed to with Genie;
- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Infringe Genie's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Sell counterfeit goods;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;

- Send or receive what we reasonably believe to be potentially fraudulent funds;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- 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;
- Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- 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;
- Access the Genie Services from a country that is not included on Genie's permitted countries list;
- 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;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- Use the Genie Services to test credit card behaviors.
- Engage in 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.
- Engage in 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, transactions to finance or refinance debts funded by a credit card, or (d) involve currency exchanges.

- Engage in 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.

- For any of the following:

- 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.
- 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.
- 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.
- Unauthorized attempts to gain access to any account or computer resource not authorized (e.g., "cracking").
- Obtaining or attempting to obtain service by any means or device with intent to defraud or avoid payment.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Genie Members or end-users by any means or device.
- 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.
- Any attempt to interfere with the use of Genie Services or any of its network or servers by other Genie Members or authorized users.
- 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/outsource of access to scripts installed on our servers.
- 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. Genie reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution.

- IRC software, IRC bots or Eggdrop bots are not allowed on our servers. Neither are shell emulators, virtual servers, file systems or system binaries.

## LIABILITY

- [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 Genie Services. You agree to reimburse Genie, a Genie Member, or a third party, consistent with any and all such liability.

- [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 close your Genie Cashbox and engage in collection efforts to recover such amounts from You.

- [Actions by Genie – Restricted Activities](#)

If Genie, in its sole discretion, believes that You may have engaged in any Restricted Activities, Genie 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 Genie may take include but are not limited to the following:

- 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).
- We may refuse to provide Genie Services to you in the future;
- 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;

- [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 "CashBox Reserve Account" 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 Genie's 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.

- [Actions by Genie – Account Closure, Termination of Service, Limited Account Access; Confidential Criteria](#)

If Genie closes Your Account or terminates Your use of the Genie Services for any reason, Genie will provide You with written notice of Our actions. If Genie limits access to Your Account, including through a Reserve or hold, Genie will provide You with notice of Our actions, and the opportunity to request restoration of access if, in Genie's sole discretion, Genie deems 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 Genie's management of risk and the security of Genie Club 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.

## RESOLUTION PROCEDURES

- [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.

## DISPUTES WITH GENIE

- **Contact Genie First**

If a dispute arises between you and Genie, Our goal is to learn about and address Your concerns and, if Genie is 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 Club, the Genie Gateway and/or 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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

## GENERAL PROVISIONS

- **Indemnification; Limitation of Liability**

All Genie Members, including You, shall indemnify and hold Genie harmless from and against any claims, losses, damages, liabilities or expense, including reasonable attorneys' fees, arising out of claims or actions concerning mishandling of, errors in, delays or non-delivery of the products or services that are not attributable to the acts or omissions of Genie or any of its employees or agents.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT DURING THE TERM OF THIS AGREEMENT OR FOLLOWING ITS TERMINATION OR EXPIRATION SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO THE OTHER

PARTY UNDER ANY THEORY OF TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY (EXCEPT TO THE EXTENT THAT DAMAGES ARE CAUSED BY A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL WRONGDOING) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.

- [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 one of, or 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 Genie's 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.

- [Compliance](#)

The current financial services regulatory regime makes it difficult to anticipate future or changed interpretations by a federal or state regulatory agency. Although Genie takes the position that it is not an MSB and does not engage in money transmission or prepaid access, future changes in legislation, regulations, or their interpretation, may conflict with Genie's position. Accordingly, out of an abundance of caution, and despite the lack of need to do so, Genie operates with all the policies, programs and internal controls one

would expect to see in a MSB. All applicable anti-money laundering laws and regulations are complied with.

Among other things: Genie has a comprehensive anti-money laundering policy (i.e. with policies, procedures and internal controls) and engages proactive measures to assure that

its products and services are not used for illegal or nefarious purposes; Genie has a Customer Identification Program and requires Member information and identity verification for Registration and Activation; and, Genie also has an OFAC Policy and Program in place.

Genie reserves the right to change form and obtain registration and licensing, if and as appropriate, as a means of continuing to provide the Genie Club privileges, including the Genie Gateway, and Genie Services.

- **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.

- **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.

- **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 payments 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.

Each Party shall be responsible for any taxes (including income, stamp and turnover or value added taxes), duties, fees, charges or assessments of any nature appropriately levied on them by any governmental authority in connection with the Services.

- **Intellectual Property**

All trade names, trademarks, service marks, copyrights and other intellectual property rights of the Parties will remain their property exclusively and neither Party shall assert any claim thereto during the Term or thereafter.

The terms and phrases "Genie Club", "Genie Number", "Genie Card", "Genie CashBox", "GenieCheck", "GenieChecking", "Genie Services", "Genie Gateway", "Genie Merchant Network", "GenieMessenger", "GenieCredits", "GenieCheck", "GenieMail", "GenieTXT" "GenieVOX", "UPN", "Unified Phone Number", "DepositServices.com", "CashBox Debit Card", "GenieCredits Debit Card", "Genie Services Membership Agreement", "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.

The Parties shall use such marks strictly as agreed by the Parties in writing and only during the Term of this Agreement.

The Services provided by Genie under this Agreement are subject to patents applied for, pending or granted, and the Genie Member understands that any infringement is a material breach of this Agreement and will result in damages and/or the need for equitable relief.

You shall not do any act or thing inconsistent with the other Genie's ownership of such assets and rights and shall take reasonable care to protect them from infringement or damage, including without limitation, notifying Genie of any improper usage of such assets of which they become aware.

- [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 Genie posts it on its website or emails it to You, whichever occurs first. Any communications sent to You by postal mail will be considered to be received by You three (3) Business Days after Genie sends 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.

- [Independent Contractor](#)

This Agreement shall not constitute or be deemed to constitute a partnership or joint venture between the Parties. No employee, partner or joint venturer of either Party shall be deemed to be an employee, partner or joint venturer of the other Party for any purpose, whatsoever. Except for the provision of the Service, neither Party shall have the authority to make any agreement or commitment or incur any liability on

behalf of the other, and neither Party shall be liable for any acts, omissions, agreements, promises or representations made by the other Party, except as otherwise specifically provided herein.

- **Assignment**

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

- **Binding Agreement**

By subscribing to and/or using any of the Genie Services, You are deemed to have agreed to and be bound by the terms and conditions of this 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, unless required to provide any of the Genie Services, as further set forth herein.

IN WITNESS WHEREOF, by checking the box next to: "I have read and agree to all the terms and conditions above" on the Activation Form, and clicking on the "Continue" button, 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 forgoing.

## GLOSSARY OF TERMS

**"Account Profile" or "Profile"** means the location on your Genie Gateway website where you can log in, view and manage your profile, including your personal information, Payment Method details, preapproved payment authorizations, sending and receiving Member-to- Member Payments, GenieChecking, managing your CashBox, Cash Codes, your selling and Unified Communications tools, and your Account settings including your notification preferences.

**"Account" or "Genie Account"** as used in this Agreement may mean different things, depending on the context in which it is used. Depending on the context in which it is used, it may mean a Genie Club Member's Membership, or CashBox account, whether business or personal.

**"Account Statement"** means various reports accessible online, and exportable in CSV formats, to describe the Member's activity and the use of their Genie Services. These reports include but are not limited to, Member's Call Detail Report (CDR), Billing Report, for services purchased, CashBox Report, describing Member's debits and credits when sending or receiving Member-to-Member payments, GenieCheck Registry, providing Members with a list and the status, of all the GenieChecks written by the Member.

**"ACH"** means the Automated Clearing House (ACH) Network; the backbone for the electronic movement of money and payment-related data. It provides a safe, secure, electronic network for direct consumer, business, and government payments, and annually facilitates billions of Direct Deposit via ACH and Direct Payment via ACH transactions. The Network, which is used by all types of financial institutions, is governed by the fair and equitable *NACHA Operating Rules*, which guide risk management and create payment certainty for all participants. The ACH Network is a batch processing system in which financial institutions accumulate ACH transactions throughout the day for later batch processing. Instead of using paper to carry necessary transaction information, such as with checks, ACH Network transactions are transmitted electronically, allowing for faster processing times and cost savings. The ACH Network processes two types of transactions: Direct Deposits via ACH and Direct Payments via ACH.

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

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

**"AllCom"** means AllCom, a Nevada Corporation. It is often referred to as "Genie" in this Agreement, and is the entity that provides the Genie Services described 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).

**"Approved Shipper's website"** means

**"Authorize"** or **"Authorization"** means the sanctioning of conduct on one's behalf, consistent with a directive; the act of authorizing, as when Genie is authorized to act as a Member's agent to collect and settle payments on their behalf.

**"Backup Payment Method"** (also sometimes called, "Preferred Payment Method") means the Payment Method a Genie Club Member selects to fund a Payment instead of using a Default Payment Method.

**"Balance"** means any money or funds that a Genie Club member has in his/her/its Account.

**"Bill Pay"** (See "Genie Bill Pay") means loading your CashBox or sending a payment from Your business or personal checking account using a Genie financial management service.

**"Broadcast Messaging"** means sending a message to unlimited number of Genie Members.

**"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.

**"Business Payments"** (See "Purchase Payments") means Member-to-Member Payments made for business reasons. Examples of a Business Payment are: (1) Payments to purchase goods or services; (2) Payments made as donations; (3) Payments sent to, or received by, businesses or other commercial or non-profit entities.

**"Buyer"** means a Member purchasing goods or services and/or making a payment to a Seller (a selling Member).

**"CashCode"** 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 managed, tracked and maintained, at Your direction and with Your authorization.

**"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.

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

**"Check Writer"** means the software program which enables you to create a GenieCheck, online, utilizing the funds available in Your CashBox Account.

**"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 business 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.

**"Electronic Communications Delivery Policy"** means commercially accepted protocols to send emails, text messages, telephone and audio messages, and documents online.

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

**"Funds"** and "money" are used interchangeably in this Agreement. See "Balance".

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

**"Genie Account"** see "Account".

**"Genie Activation Form"** means a unified application containing the Member's information as required by Genie to activate / implement the Member's account and the Genie Services subscribed to by the Member.

**"Genie Bill Pay"** means a Payment funded using a Genie Member's (i.e. Sender's) bank account that is pending but not received by another Genie Member's (i.e. as a Genie Merchant; the Recipient) until it is received and cleared. When You send money using Bill Pay it will usually be held pending for 3-4 Business Days as Bill Pay payments are sent as a paper check using traditional mail.

**"GenieCheck"** means a draft payment instrument created by a Genie Member through use of the Genie Services and delivered as a PDF document electronically to a recipient or seller.

**"GenieCredits"** means U.S. Dollars; units of value, in U.S. Dollar denomination, maintained by Genie Services for Genie Members in their CashBox.

**"Genie Gateway"** means the collective use of several proprietary inventions, a centralized cloud and Softswitch which together integrate three powerful technologies: Telecommunications, Internet and Electronic Financial Services into one seamless global service. An interactive communications hub featuring a suite of solutions which fully integrate the above three technologies into a single unified solution.

**"Genie Gateway website"** means the internet presence (a branded landing page) provided to Members which they can use to transact business and / or communicate with other Members.

**"Genie Help Center"** means online and telephone service provided to help Members with customer service, payment support, and technical support.

**"GenieCheck Mobil Deposits"**

- Deposit checks right away using the camera on your mobile device with your Mobile Banking App. Click on the **Picture** button and you will receive a picture ready image via email.
- Click on the **Email** button and we will e-mail either you or your designated recipient this GenieCheck, in a PDF format, then just print and cash or deposit using an ATM or bank teller.
- Click on the **Mail** button and we will print and mail this GenieCheck on your behalf, to your recipient at the address you provided. **A special handling fee of \$1.50 applies.**

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

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

**"Genie Member", "Genie Club Member" or "You", "Your" or "Yourself"** means any person or entity using the Genie Services as a Member of the Genie Club, under the terms and conditions of this Agreement.

**"Genie Merchant Network"** means the Genie network of online and / or brick and mortar Merchants in the business of selling goods and services.

**"GenieCard"** means a Genie branded debit card, in one or several forms, that is accepted anywhere that Visa or MasterCard are accepted, and/or in a closed loop environment by Genie Club Members. This card, or some form of it, may or may not be available to some Genie Club Members, depending on certain restrictions, eligibility and availability.

**"Genie Virtual Assistant", "Genie Assistant" or "Virtual Assistant"** means the virtual personality / interface, audio and online, between Members, their customers, and the Genie Services.

**"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 sent using a Genie Member's (i.e. sender's) CashBox, where Genie Credits are credited to another Genie Member's CashBox (i.e. recipient or Genie Merchant) in real-time.

**"In-Store Checkout"** means the use of Genie Services (e.g. a Genie Card or a confirmed Unified Phone Number (UPN) to complete a transaction that occurs in a Seller's physical place of business, rather than online.

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

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

**"Member"** (See "Genie Member")

**"Membership"** (See "Account") means a Genie Club Membership.

**"Merchant Processing Delay"** means a delay between the time you authorize a payment and when the Merchant receives 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"** "funds" and GenieCredits are used interchangeably in this Agreement. (See "Balance".)

**"Money Services Business" or "MSB"** is defined by the United States Department of Treasury (Fin CEN) 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.

**"Online Resolution Center"** means online access to customer service to resolve disputes between Members.

**"PayBack"** means a program designed to enable Members sending a payment, to add the terms of repayment, when a Member sends money to another Member as a loan.

**"Paymaster"** as used in this Agreement refers to Genie, when directed by a Genie Member to pay salaries, commissions or wages.

**"Payment" or "Payments"** (See "Personal Payment" and "Business Payment") means a payment sent from one Genie Member to another Genie Member.

**"Payment Method"** means the use of Your Genie Number, phone number, Genie Credits, GenieCheck and/or - a GenieCard to - make a payment, as set forth in Your Profile.

**"Personal Account"** means an Account used for non-business purposes and used primarily for personal, family, or household purposes. – For example, a Genie CashBox Lite, a GenieChecking account, or a Genie CashBox Premium, one of the above are required to maintain a Personal Accounts.

**"Personal Payment"** means a Payment made for a personal reason from one Genie Member to another Genie Member. An example of a Personal Payment is paying a friend back for your share of a lunch bill or a parent adding money to their child's CashBox.

**"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 gateway of any 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 Membership.

**"Preapproved Payment"** means a preauthorization in which a Member can submit a request for payment to debit the – Member's Account directly on a one-time, regular, or otherwise agreed upon basis in accordance with the recipient's agreement with the Member. 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 Method.

**"Prepaid GenieCredits"** means prepaid monthly fees, calling time, any other prepaid services, and any other balance paid in advance by a Genie Member for future services.

**"Records and Record Keeping"** Genie provides You with access to view all Your transactions and financial records, online, anytime 24 X 7 X 365, from any web enabled device. Genie recommends that You print a copy for Your files and save a soft copy on our computer for long term record keeping. For Your convenience Genie provides a free backup service for the most recent twenty-four (24) months. Genie will assess a fee for all records aged beyond twenty-four (24) months which a Genie Member desires to access. Genie retains all records of all transactions for at least five (5) years, after which they are automatically deleted from the Genie database.

**"Purchase Payment"** (See "Business 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 you receive for the sale of your goods or services, - but which are held in a separate Reserve Account, in order to protect against, and cover 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 providing / selling goods and/or services and using the Genie Services to receive payment.

**"Send Money"** means your ability to send money though 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.