

The following terms and conditions of use (the "Terms and Conditions") govern your use of [www.readyfinancial.com](http://www.readyfinancial.com), [www.readygift.com](http://www.readygift.com), [www.consumercardaccess.com/main/readydebit](http://www.consumercardaccess.com/main/readydebit) and [www.readydebit.com](http://www.readydebit.com), [www.readyperks.com](http://www.readyperks.com) and any content made available from or through [www.readyfinancial.com](http://www.readyfinancial.com), [www.readygift.com](http://www.readygift.com), [www.consumercardaccess.com/main/readydebit](http://www.consumercardaccess.com/main/readydebit) and [www.readydebit.com](http://www.readydebit.com), including any subdomains thereof (collectively, the "Site"). For purposes of this Agreement, "you" means the person using the Site or, if you are using the Site on behalf of your company, then "you" means your company, its officers, members, agents, successors and assigns. The Site is made available by Ready Financial Group, Inc. (hereinafter, "Ready Financial", "we", "us" or "our").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE. YOUR USE OF THE SITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE SITE. IF YOU ORDER ANY PRODUCT PROVIDED ON THE SITE, THEN ACCEPTANCE BY READY FINANCIAL IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO THESE TERMS AND CONDITIONS.

1. **Services Available on the Site.** Users who simply browse the Site ("Guests"), may be able to browse the Site. Users of the Site, who register an account with us ("Customers"), may be able to request information, submit comments, pay bills, load money onto pre-paid cards and engage in other transactions and services on the Site. Guests and Customers are collectively referred to herein as "Users".

Ready Financial reserves the right, for any reason, in our sole discretion, to terminate, change, upgrade, suspend or discontinue any aspect of the Site, including, but not limited to, content, features, hours of availability or equipment required for access. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty.

2. **Customer Accounts.** Customers, who create an account on the Site, will receive login information, including a password that can be used to gain access to the Customer's account. When creating an account on the Site, you agree to provide accurate and complete information. Customers are solely responsible for the activity that occurs on their accounts and, therefore, must keep their login information secure. Customers must notify Ready Financial immediately of any breach of security or unauthorized use of their accounts.
3. **Proprietary Rights and Permitted Use of the Site.** The Site, all the content (including, for example, audio, photographs, illustrations, graphics, video and software), code, data and materials thereon, the look and feel, design and organization of the Site, and the compilation of all of the foregoing on the Site (collectively, the "Content"), are protected by U.S. and international copyright trademark and other laws. Ready Financial and its licensors own, solely and exclusively, all rights, title and interest in and to the Site, the Content, including but not limited to all intellectual property and proprietary rights therein. Your use of the Site and/or the Content does not grant to you ownership of any Content you may access on the Site.

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Site or in connection with Content made available through the Site are registered and unregistered Trademarks

of Ready Financial and its licensors and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by the Trademarks' right holders that are likely to cause customer confusion, or in any manner that disparages or discredits the Trademarks' right holders. All Trademarks not owned by Ready Financial that appear on the Site or on or through the Site's services, if any, are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Ready Financial or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site or on or through any of the Site's services is strictly prohibited.

Ready Financial grants you a limited, revocable, nonexclusive, non-transferable, personal license to access, display and copy the Content for personal, non-commercial use only, subject to and conditioned on your continued compliance with these Terms and Conditions. This license is granted solely to allow you to visit and display the Site and to use the services provided through the Site as permitted by applicable law and these Terms and Conditions. You agree not to remove, alter or obscure any proprietary notices provided in or with the Content or the Trademarks. All rights not expressly granted in these Terms and Conditions are reserved.

4. **Prohibited Use.** Except as expressly authorized by Ready Financial on the Site or otherwise in writing, you may not (a) download, print, transmit, distribute, publish, broadcast, store or otherwise use any Content, in whole or in part, (b) exploit the Site in a promotional or commercial manner, (c) upload or transmit viruses, worms or other malicious code, (d) violate or infringe any law or regulation, including but not limited to laws regarding criminal activity, intellectual property and privacy, (e) interfere with, circumvent, disable or attempt to interfere with, circumvent or disable the Site, the proper working of the Site, security features of the Site, or the equipment connected to the Site, (f) impose an unreasonable or disproportionately large load on the infrastructure of the Site or Ready Financial's systems or networks, (g) create a database by downloading and storing the Content or any part thereof, (h) modify, remove, delete, augment, add to, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, (i) access or attempt to access the Site or collect or index information provided to Ready Financial using any automated means, such as robots, spiders, scrapers, scripts, harvesting 'bots, or the similar means or equivalent manual processes, (j) reverse engineer, decompile or otherwise extract source code provided on or through the Site, and (k) solicit, trace or otherwise collect any information from Users. If you make any use of the Site or the Content other than as authorized hereby, you may violate copyright, patent, trademark and/or other laws of the United States and other countries, as well as applicable state laws, and may be subject to liability for such unauthorized use.
  
5. **User Information and Other Submissions.** In the course of your use of the Site, including Customers' purchase of products and/or services on or through the Site, you may be asked to provide certain information to us. Our information collection and use policies with respect to the privacy of such Information are set forth in the Site's [Privacy Policy](#) which is incorporated herein by reference for all purposes. You acknowledge and agree that you are solely responsible for the accuracy and content of all information you submit to us.

In the event that you submit or post any ideas, creative suggestions, photographs, information, advertisements, data or proposals, including ideas for new or improved products, services, features, technologies or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Ready Financial without any compensation or credit to you whatsoever. Ready Financial and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purpose in any medium in perpetuity, including, but not limited to, developing, manufacturing and marketing products and services using such ideas.

6. **Forums.** The Site may provide certain areas for Customers to communicate with other Customers, including through blogs, chat rooms, online communities and the like (the "Forums"). Ready Financial does not endorse any content, material or information in the Forums and specifically disclaims any responsibility or liability to any person or entity for any loss, damage, injury, claim, liability or other cause of any kind or character based upon or resulting from any material, content, information or other communication provided through a Forum. Ready Financial reserves the right, but is not obligated to review messages in the Forums and is not responsible for the content of any Forum messages. Ready Financial also reserves the right, but is not obligated to, delete, edit or remove a message, in whole or in part, posted to a Forum for any reason and to exclude any individual from using a Forum. Please be aware that when you post to a Forum, you may be disclosing certain information to others. To protect your safety, please use your best judgment when using the Forums and carefully consider the information that you disclose in the Forums. Ready Financial reserves the right to cooperate with any law enforcement, court or government investigation or order requesting or directing Ready Financial to disclose information posted to a Forum, or if Ready Financial decides that such disclosure is in its' or its customers' or users' best interests.
  
7. **User Conduct.** You warrant and agree that, while using the Site, you shall not upload, post or transmit to or distribute or otherwise publish through the Site any materials that: (a) are protected by copyright, or other proprietary or intellectual property right, without first obtaining permission from the proprietary or intellectual property rights holder; (b) are unlawful, threatening, harassing, profane, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contain explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another's privacy or hateful; (c) restrict or inhibit any other user from using and enjoying the Site; (d) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; or (e) contain a virus or other harmful component, or false or misleading indications of origin or statements of fact.

You also warrant and agree that you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity or authorization to use the Site; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes, other than for your organization's internal use, except as expressly authorized by Ready Financial on the Site or otherwise in writing; or (c) attempt to gain unauthorized access to other computer systems through the Site.

In addition to any remedies that Ready Financial may have at law or in equity, if Ready Financial reasonably determines that you have violated or are likely to violate these Terms and Conditions, Ready Financial may take any action it reasonably deems necessary to cure or prevent the violation, including, without limitation,

the immediate removal of materials that violate the foregoing prohibitions from the Site. Ready Financial will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing Ready Financial to disclose the identity of anyone posting such materials.

8. **Promotions.** We may, from time to time, include contests, promotions, sweepstakes or other activities ("Promotions") that require you to submit material or information concerning yourself. Please note that all Promotions may be governed by separate rules that may contain certain eligibility requirements, such as restrictions as to age or geographic location. You are responsible to read all Promotions rules to determine whether or not you are eligible to participate. If you enter any Promotion, you agree to abide by and to comply with all Promotions rules.
  
9. **Third Party Content.** The Site may contain information and content provided by third parties not related to Ready Financial. Such third party information and content do not constitute or imply an endorsement, sponsorship, or recommendation by Ready Financial of the third party or such information or content. You acknowledge and agree that Ready Financial is not responsible for the availability of any such information or content and that Ready Financial does not endorse or warrant, and is not responsible for, any such information or the content.
  
10. **Linking to the Site.** Except as expressly authorized by Ready Financial on the Site or otherwise in writing, you shall not include a link from any other website to the Site. In the event that Ready Financial expressly authorizes you to include a link from any other website to the Site, you agree that, unless otherwise authorized by Ready Financial in writing, such link shall (a) open in a new browser window and shall link to the full version of an HTML formatted page of this Site, (b) not link directly to any image hosted on the Site, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another website, and (c) not link from any other website to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Site be discontinued, and to revoke your right to link to the Site from any other website at any time upon written notice to you.
  
11. **Indemnification.** You agree to defend, indemnify and hold Ready Financial and its licensors and affiliates, and their directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, your use of any product or service purchased on or through the Site, your transaction, interaction or relationship with other Users, or your breach or violation of third party rights, the law or these Terms and Conditions. Ready Financial and, as applicable, its licensors reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Ready Financial and, as applicable, its licensors' defense of such claim.
  
12. **Third Party Web Sites.** You may be able to link from the Site to third party websites and third party websites may link to the Site ("Linked Sites"). You acknowledge and agree that Ready Financial has no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of ours. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites. The inclusion of any link to such websites on the Site does not imply our endorsement, sponsorship, or

recommendation of that website. Ready Financial disclaims any liability for links (1) from another website to this Site and (2) to another website from this Site. Ready Financial cannot guarantee the standards of any website to which links are provided on this Site and Ready Financial shall not be held responsible for the contents of such websites, or any subsequent links. Ready Financial does not represent or warrant that the contents of any third party website are accurate, compliant with state or federal law, or compliant with copyright or other intellectual property laws. Also, Ready Financial is not responsible for any transmission received from any Linked Sites. Any reliance on the contents of a third party website is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

13. **DISCLAIMER OF WARRANTIES.** YOU AGREE TO ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE CONTENT. NEITHER READY FINANCIAL NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, INFORMATION PROVIDERS, LICENSORS OR LICENSEES ("AFFILIATES") MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SITE OR THE CONTENT. NEITHER READY FINANCIAL NOR ITS AFFILIATES ENDORSE OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF THE SITE OR ANY CONTENT ON THE SITE OR THAT THE SITE OR ANY CONTENT ON THE SITE ARE NON-DEFAMATORY, NON-INFRINGEMENT OF COPYRIGHT OR OTHER RIGHTS, OR OTHERWISE LAWFUL. NEITHER READY FINANCIAL NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OR INABILITY TO USE THE SITE OR THE CONTENT. NEITHER READY FINANCIAL NOR ITS AFFILIATES WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. NEITHER READY FINANCIAL NOR ITS AFFILIATES GUARANTEE OR WARRANT THAT THE SITE WILL BE AVAILABLE ON A TIMELY BASIS, THAT THE FILES AVAILABLE FOR DOWNLOADING WILL BE FREE FROM INFECTION BY SOFTWARE VIRUSES OR OTHER HARMFUL COMPUTER CODE, FILES OR PROGRAMS, THAT THE CONTENT WILL BE ACCURATE OR COMPLETE, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to you.

14. **LIMITATION OF LIABILITY.**

IN NO EVENT WILL READY FINANCIAL OR ITS AFFILIATES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SITE BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE PRODUCTS ON THE SITE, THE SITE, ANY WEBSITES LINKED TO THE SITE, OR THE CONTENT OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY PROBLEM WITH THE SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE. IN NO EVENT SHALL READY FINANCIAL OR ITS AFFILIATES, OR THEIR OFFICERS,

DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SITE BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT PAID BY YOU TO READY FINANCIAL WITHIN THE SIX MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE.

Some jurisdictions do not allow the limitation of liability for consequential or incidental damages so the above limitation of liability may not apply to you.

15. **Applicable Laws.** We control and operate this Site from our offices in the United States of America. We do not represent that Content on the Site is applicable, appropriate or available for use in locations outside the United States. Persons who choose to access this Site from locations outside of the United States do so on their own initiative, and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
  
16. **Changes to Terms and Conditions.** We reserve the right, in our sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. All changes to these Terms and Conditions will be effective when posted. By using the Site following any changes to these Terms and Conditions, you agree to be bound by any such changes.
  
17. **Our Policy Toward Children.** The Site is not intended for use by children under the age of 16. If you are under 16 years of age, you may use the Sites or the Services only with the involvement and permission of your parent or guardian.
  
18. **Governing Law; Exclusive Jurisdiction; Miscellaneous.** These Terms and Conditions and the relationship between you and Ready Financial shall be governed by the laws of the State of Idaho, without regard to its conflict of law provisions. You agree that any cause of action that may arise under these Terms and Conditions or in connection with your use of the Site shall be commenced and be heard in the appropriate court having jurisdiction over Ada County, Idaho. You hereby consent to the exclusive personal jurisdiction of and venue in such courts. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or relating to these Terms and Conditions or use of the Site must be filed by you within one (1) year after such claim or cause of action arose or be forever barred. You may not assign this Agreement or any part of this Agreement without our express written consent. You agree that Ready Financial may assign this Agreement or any part of this Agreement at any time and for any reason without your consent.