

TERMS AND CONDITIONS

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Thank you for your interest in the Netspend Developer Portal (“Developer Portal”). These Terms and Conditions (“Terms”) govern your use of the Developer Portal. PLEASE READ THESE TERMS CAREFULLY, AS THEY ARE A LEGAL AGREEMENT BETWEEN YOU OR THE ENTITY YOU REPRESENT (“YOU”) AND NETSPEND CORPORATION (“NETSPEND,” “WE,” OR “US”). By checking the box indicating your acceptance you agree to be bound by the Terms. If you do not accept these Terms, you may not use or access the Developer Portal.

Technical Information

The term “Technical Information” means, as applicable, application programming interface information, data, software code, specifications, software development kits, plug-ins, plans, computer software, flow charts, graphics, drawings and any other materials, documents and information provided by Netspend to you through the Developer Portal as well as any updates and/or upgrades thereto.

License

Subject to your compliance with the Terms, we hereby grant you a limited, non-assignable, non-exclusive, and revocable license to access the Developer Portal and Technical Information for the purposes of developing and testing applications that connect to or communicate with Netspend platforms.

Account Creation

You will need to create a Developer Portal Account (“Account”) to access the Developer Portal. You represent and warrant that all information you submit for Account creation and registration is true, complete and correct. You are responsible for maintaining the confidentiality of your Account login information, including any password, user ID, or other form of authentication, and you are fully responsible for all activities that occur and actions that are made under your Account.

Use of the Developer Portal and Technical Information

Except as permitted under these Terms, you shall not:

- Use the Developer Portal or Technical Information beyond the scope of the license granted under the Terms.
- Modify, create derivative works of, or use for general application development purposes the Technical Information, or any part thereof.
- Disclose, in any manner, the Technical Information or any portion thereof to any third party, except as required by law, rule or regulation.
- Cause the Technical Information, or any part thereof, in any way to be disassembled, decompiled or reverse engineered.
- Assign, sell, rent, sublicense, or lease any portion of the Technical Information to any third party.
- Distribute, bypass, or breach any security device or protection used for or contained on or in the Developer Portal or attempt to (or actually) gain access to other secured portions of the Developer Portal to which you do not possess access rights.
- Use the Developer Portal or any Technical Information in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- Use the Developer Portal or any Technical Information for the purposes of: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to our detriment or commercial disadvantage.
- Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, including, without limitation, using another person's or entity's username/password/login to access the Developer Portal without their permission, or allow another person to use your username/password/login to access the Developer Portal.
- Upload any confidential personal data to the Developer Portal.

Modifications

Netspend retains the right to modify and release subsequent versions of the Technical Information. The features, functionality, form and components of the Technical Information may change without prior notice to you and you acknowledge and agree that future versions of the Technical Information may be incompatible with any application developed on previous versions of the Technical Information.

Intellectual Property Rights

Nothing herein shall be construed to restrict or deprive either party of its rights or interest in intellectual property, technology or products that existed prior to and independent of the Terms. All applicable common law and statutory rights, title and interest in Netspend's systems, networks, platforms, software, hardware, Technical Information or other material owned by Netspend or its third-party licensor(s), including, but not limited to, rights in confidential and trade secret material, object code, source code, trademarks, service marks, patents and copyrights, will be Netspend's sole property.

Confidential Information

All Technical Information provided to you through or in connection with the Developer Portal is "Confidential Information". You agree to: (i) hold all Confidential Information of Netspend in confidence and (ii) use such Confidential Information only for the purposes of performing its obligations and exercising its rights under these Terms. You acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that Netspend will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. Your confidentiality obligations will survive the termination of these Terms so long as you have in your possession Confidential Information.

Submissions

All information submitted to Netspend via the Developer Portal shall be deemed and remain the property of Netspend and Netspend shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information provided to Netspend through the Developer Portal. Netspend shall not be subject to any obligations of confidentiality regarding submitted information except as agreed by Netspend or as otherwise specifically agreed or required by law. Nothing contained herein shall be construed as limiting or reducing Netspend responsibilities and obligations to customers in accordance with the Netspend Online Privacy Policy.

Changes To Terms And Conditions

Netspend reserves the right to revise these Terms at any time without prior notice. Users of the site are deemed to be apprised of and bound by any changes to these Terms. The current version of these Terms is available in the Developer Portal. You agree to review these Terms regularly and your continued access or use of the Developer Portal or Technical Information signifies your agreement to any changes.

Termination

We may, in our sole discretion, refuse to create an Account, revoke your Account, discontinue your access to the Developer Portal, or terminate this Agreement at any time with or without prior notice. On termination of this Agreement for any reason, the license granted to you above will immediately terminate.

Links

THE DEVELOPER PORTAL MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES THAT ARE NOT AFFILIATED WITH NETSPEND. NETSPEND HEREBY DISCLAIMS ALL LIABILITY FOR ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY THIRD-PARTY SITE. NETSPEND DOES NOT ENDORSE OR RECOMMEND ANY INFORMATION, PRODUCTS OR SERVICES OFFERED AT ANY THIRD-PARTY SITE, NOR IS NETSPEND LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT ANY THIRD-PARTY SITE. NETSPEND IS NOT RESPONSIBLE FOR THE CONTENT ON ANY SUCH THIRD-PARTY SITE. SUCH THIRD-PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF NETSPEND AND SUCH THIRD-PARTY SITE MAY PROVIDE LESS SECURITY THAN THE DEVELOPER PORTAL.

No Warranty

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INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIAL AVAILABLE ON THIS SITE. NETSPEND SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT IN THE DEVELOPER PORTAL. NETSPEND IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ALL LIABILITY ARISING OUT OF, EXPLOITATION OF SECURITY VULNERABILITIES IN NON-NETSPEND TECHNOLOGIES (SUCH AS APIS AND PLUGINS), EVEN WHEN THOSE SECURITY VULNERABILITIES CAUSE HARM THROUGH, OR BY WAY OF, THE TECHNICAL INFORMATION.

Limitation of Liability

IN NO EVENT WILL NETSPEND BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE DEVELOPER PORTAL OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSIONS, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF NETSPEND, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES

Availability

The Developer Portal is not intended to be used by any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

Privacy

Data collection and use, including data collection and use of personally identifiable information is governed by the Netspend Online Privacy Policy available at www.netspend.com/privacy and is incorporated into and is a part of the Terms.

Export Restrictions

In connection with your use of the Technical Information, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions.

Governing Law

Use of this site shall be governed by all applicable Federal laws of the United States of America and the laws of the State of Texas, USA. Users of this site hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Travis County, Texas, USA in all disputes (a) arising out of or relating to this site and/or these Terms, (b) in which this site and/or these Terms are an issue of fact, or (c) in which this site and/or these Terms are referenced in a paper file in such dispute.

Waiver

We will not be deemed to have waived any of our rights or remedies with regard to these Terms unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

General

Use of the Developer Portal is unauthorized in (a) any manner that does not give full effect to all provisions of these Terms and (b) any jurisdiction where the use of the Developer Portal may violate any legal requirements. No joint venture, partnership, employment or agency relationship exists as a result of these Terms or your use of the Developer Portal.

These Terms constitute the entire agreement between you and Netspend with respect to this site and supersede any prior or contemporaneous communications and proposals, whether electronic, oral, or otherwise between you and Netspend with respect to this site. No modification of these Terms shall be effective unless specifically authorized by an officer of Netspend.

Contacting Us

If you have any questions about these Terms, please contact us at: