

Terms of Service

Effective Date: June 26, 2016 -

Welcome to Pocket Card Wallet! We invite you to access our web sites, use the Pocket Card Wallet Service and shop in the Wotiso (also called Working Title Software, also called Pocket Card Wallet, all of which are trading names of N Sokolic) website, but please note that your invitation is subject to your review and agreement with these Terms of Service. This document describes in detail your rights and our rights relating to the provision of the Service, so please review these Terms carefully.

This version updates rights relating to images and some of the email addresses as well as the duration of resolution.

What Are The Terms of Service?

The Terms of Service constitutes a contract between us. The Terms include the provisions set forth in this document and in the Pocket Card Wallet [Privacy Policy](#), and other terms or conditions that may be presented by us and accepted by you from time to time in connection with specific Service offerings (all of which we collectively refer to as the “Terms of Service” or “Terms”). If you do not agree to these Terms, you do not have the right to access or use our Service or purchase any products or services from the Pocket Card Wallet Market. If you do register for or otherwise use our Service, or purchase any products or services related to Pocket Card Wallet, you shall be deemed to confirm your acceptance of the Terms and your agreement to be a party to this binding contract.

By using the Service and purchasing any products in Pocket Card Wallet, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use and treatment of your Account Information and your Content in accordance with such Privacy Policy.

What Is The Pocket Card Wallet Service?

The Pocket Card Wallet Service consists of Pocket Card Wallet Software (as defined below), and other products, services and web sites hosted or made available by Working Title Software, which enables you to do many wonderful things on multiple computer devices and systems (collectively, the “Service”). In exchange for being enabled to use the Service, you agree to abide by these Terms.

If This Is A Contract, Who Are The Parties?

Between us, Working Title Software, a sole trader and you, the user of the service.

Will These Terms Of Service Ever Change?

Changes in these Terms are almost certain to happen, due to changes in our Service and the laws that apply to us and you. If we make a change, we'll do our best to provide you with advance notice, although in some situations, such as where a change is required to satisfy applicable legal requirements, an update to these Terms may need to be effective immediately. We'll announce changes here at our site, and we also may elect to notify you of changes by sending an email to the address you have provided to us. We will also try to explain the reasons for the change.

If we do update these Terms, you are free to decide whether to accept the updated terms or to stop using our Service (see "How is My Account Closed" below); your continued use of the Service after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new Terms. Except for changes made by us as described here, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement expressly amending these Terms and bearing a written signature by you and us. For clarity, email or other communications will not constitute an effective written agreement for this purpose.

What Do I Have To Do To Use the Pocket Card Wallet Service?

First, you need to create an Pocket Card Wallet Service account. You create an account by providing us with your name, a username, an email address and creating a password, and any other information required on the Create Account page. We refer to this as your "Account Information." We encourage you to use a distinct and non-obvious password that is different from passwords you use for any other service. You are responsible for maintaining the accuracy, completeness and confidentiality of your Account Information, and you will be responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure. If you discover any unauthorized use of your Account Information or suspect that anyone may be able to access your private Content without authorization, you should immediately change your password and notify our Support at support@wotiso.com.

Second, you will need to access your account through a web browser or by installing our client software on your tablets and phones as available to those devices. Sorry, but obtaining those devices and paying for their connectivity and data plans is your responsibility. Pocket Card Wallet

also has no responsibility for the availability of the Internet and other telecommunication services necessary to access the Service.

Can I Share My Account With Someone Else?

Pocket Card Wallet Service accounts should not be shared. If you share your Account Information with anyone, that other person may be able to take control of the account, and we may not be able to determine who is the proper account holder. We will not have any liability to you (or anyone you share your Account Information with) as a result of your or their actions under those circumstances. Since you may use a free Service account, we strongly urge you not to share your Account Information with anyone, unless you are doing so as part of your estate planning purposes, as discussed below.

Once I Have An Account, What Are My Rights In The Pocket Card Wallet Service?

Once your account is created and you accept these Terms, we grant you a limited, non-exclusive license to use the Service subject to these Terms, for so long as you are not barred from receiving the Service under the laws applicable to you, until you close your account voluntarily or until we close your account pursuant to these Terms. In addition, we grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Pocket Card Wallet Software provided to you by or on behalf of Working Title Software, for the sole purpose of enabling you to use the Pocket Card Wallet Software and enjoy the benefit of the Service, subject to any applicable license terms provided with the Pocket Card Wallet Software and these Terms, until your rights are terminated in accordance with such license and/or these Terms. You do not obtain any other right or interest in Pocket Card Wallet or the Service.

Working Title Software's Data Protection Laws Say My Data Is Mine – What Does That Mean?

You retain copyright and any other rights you already held in your Content before you submitted, posted or displayed it on or through the Service. But you do have to grant Pocket Card Wallet a limited license, as described below, so we can make your data accessible and usable on the Service. Other than this limited license and other rights you grant in these Terms, Pocket Card Wallet acknowledges and agrees that we do not obtain any right, title or interest from you under these Terms in any of your Content.

What Is The License I Have To Grant To Working Title Software?

In order to enable Pocket Card Wallet to operate the Service, we must obtain from you certain limited license rights to process your Content so that technical actions we take in operating the

Service are not considered legal violations. For example, copyright laws could prevent us from processing, maintaining, storing, backing-up and distributing your Content, unless you give us these rights. Accordingly, by using the Service and uploading Content, you are granting Pocket Card Wallet a license to display, perform and distribute your Content and to modify (for technical purposes, e.g., making sure content is viewable on smart phones as well as computers and other devices) and reproduce such Content to enable Pocket Card Wallet to operate the Service. You also agree that Pocket Card Wallet has the right to elect not to accept, post, store, display, publish or transmit any Content in our sole discretion.

You agree that these rights and licenses are royalty free, worldwide and irrevocable (for so long as your Content is stored with us), and include a right for Pocket Card Wallet to make such Content available to, and pass these rights along to, others with whom Pocket Card Wallet has contractual relationships related to the provision of the Pocket Card Wallet Service, solely for the purpose of providing such services, and to otherwise permit access to or disclose your Content to third parties if Pocket Card Wallet determines such access is necessary to comply with its legal obligations.

Inasmuch as we rely upon your rights to upload and distribute your Content, you represent and warrant to Pocket Card Wallet that you have the unfettered legal rights and authority to submit your Content to Pocket Card Wallet, to make any other user, publication or other distribution of that Content in your use of the Service, and to grant the rights granted to Pocket Card Wallet under these Terms.

Finally, you understand and agree that Pocket Card Wallet, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

What Other Assurances Do I Have to Grant to Pocket Card Wallet?

When you use the Pocket Card Wallet Service to use a card, we are relying on your representation to us that you have a direct relationship with the recipient(s) and we do not guarantee that the third part will operate. We are not associated to any third parties. You represent and warrant to Pocket Card Wallet that you are acting within the law and that you have prior consent from the recipient to send them such a message.

Are There Rules About What I Can Do On The Pocket Card Wallet Service?

Yes. Your use of the Service must be in accordance with these Terms. When it comes to your use of the Service, you agree that you are responsible for your own conduct and all conduct under your account. This means all Content – such as text, images, software, videos and anything else you can think of, no matter what the form or technical structure (collectively, “Content”) – created, transmitted, stored or displayed in your account, is your sole responsibility as the person who created the Content or introduced it into the Service. This applies whether the Content is kept private, shared or transmitted using the Service or any third party application or services integrated with the Pocket Card Wallet Service. If we find that any shared Content in your account violates our Terms of Service (including by violating another person’s intellectual property rights), we reserve the right to take down such content or take down your account.

Further, you must always keep in mind that Pocket Card Wallet is designed for the storage and use of cards whose loss represents little to no value. Appropriate cards may be certain library cards, loyalty cards and similar. The Service was not designed for cards whose loss or theft would represent any real financial loss such as credit cards, cards where a cash or cash substitute value is stored against them.

Will Pocket Card Wallet Look At My Content?

Your privacy in your Content is a paramount concern for us, and we hope that we never need to examine anyone’s Content. However, there are limited circumstances in which we may have the need to review part or all of your Content, as discussed in our [Privacy Policy](#) and as needed by the suppliers of our shared servers.

Will Anyone Else See My Content?

Except as described here and in our [Privacy Policy](#), and for the purposes of supporting our service, no.

What about my images

With respect to your card upload images, these are transient. They are deleted upon initial save and are not saved to the server.

With respect to logo images, you acknowledge that you use these logos at your own risk and for your own usage. Working Title Software does not guarantee that it has a licence to these images nor that it owns them, nor that they will continue to operate. They are for example usage and you should replace these with your own logo image URLs.

I’m Guessing Pocket Card Wallet Has Some Rights Relating To The Service?

We do. They're described here:

Content Rights.

While you own the Content you store with the Pocket Card Wallet Service (subject to third party rights), you acknowledge and agree that Pocket Card Wallet (and our licensors) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service that is hosted on Pocket Card Wallet's servers.

Intellectual Property Rights.

In agreeing to these Terms, you also agree that the rights in the Service and Pocket Card Wallet Software, including all intellectual property rights, such as trademarks, patents, industrial designs and copyrights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms and any Separate Agreement. In particular, you agree to not modify, create derivative works of, decompile or otherwise attempt to extract source code from any Pocket Card Wallet Software, unless you are expressly permitted to do so under an open source license, we give you express written permission or you are otherwise legally permitted to do so notwithstanding this prohibition.

Right to Modify the Service.

We retain the right, in our sole discretion, to implement new elements as part of and/or ancillary to the Service and any Pocket Card Wallet Software, including changes that may affect the previous mode of operation of the Service or Pocket Card Wallet Software. We expect that any such modifications will enhance the overall Service, but it is possible that you may not agree with us. We also reserve the right to establish limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. For example, if you use Pocket Card Wallet Basic subscription you will not enjoy all of the benefits provided to subscribers of Pocket Card Wallet +1, and Pocket Card Wallet Unlimited.

You also acknowledge that a variety of Pocket Card Wallet actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that Pocket Card Wallet has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service.

However, you may request termination of your account to service. Upon receipt of any such request, we will endeavor to terminate your account and delete your information.

Right to Engage Third Parties.

Pocket Card Wallet may from time to time engage certain affiliates or other third parties to provide technical or other services relating to all or part of the Service, or perform certain functions associated with the operation of the Pocket Card Wallet Service.

Right to Update Our Software.

In connection with any modification of the Service, Pocket Card Wallet may automatically download software updates on your devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Service. Pocket Card Wallet will endeavor to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g., security risks), Pocket Card Wallet may require you to install the update to continue accessing the Service. In all cases, you agree to permit Pocket Card Wallet to deliver these updates to you (and you to receive them) as part of your use of the Service.

Can Kids Use Pocket Card Wallet?

Of course, but Pocket Card Wallet is not directed to children, and we expect that use by children will only be done with the guidance, supervision and consent of their parents, guardians and/or authorized school officials. Further, we rely on parents and guardians to ensure minors only use the Service if they can understand their rights and responsibilities as stated in these Terms and our Privacy Policy.

If you are a school, district or teacher in the United States and want your students who are under the age of 13 to create Pocket Card Wallet accounts, including in conjunction with the establishment of an Pocket Card Wallet Business account for the school or a group of students at the school, you agree that you are responsible for complying with the U.S. Children's Online Privacy Protection Act ("COPPA") and, to the extent applicable, The Family Educational Rights and Privacy Act ("FERPA"). This means you must notify those students' parents/guardians of the personally identifiable information Pocket Card Wallet will collect and obtain parental/guardian consent before your students establish accounts or use the Service. When obtaining such consent, you must provide parents/guardians with a copy of our Privacy Policy. You must keep all consents on file and provide them to us if we request them. For more information on complying with COPPA, see the Federal Trade Commission's website at <http://www.ftc.gov/privacy/coppafags.shtml>. If you are located outside of the United States, we will rely upon you to obtain any required consent or approval from the parent or

guardian of any student covered by similar laws and, as a condition to your and your students' use of the Service, you agree that you will be responsible for complying with such laws.

Where Does My Data Go?

The Pocket Card Wallet Service is available worldwide, but our data processing operations take place in the United Kingdom, though we by no means guarantee this. If you use the Service, you acknowledge that you may be sending electronic communications (including your personal account information and Content), through computer networks owned or used by Pocket Card Wallet and third parties located in locations in the United Kingdom and other countries. As a result, your use of the Service will likely result in international data transmissions, and your use of the Service shall constitute your consent to permit such transmissions.

How Is My Account Closed?

You may deactivate your account with our Service at any time, for any reason (or no reason), and you don't even have to give us notice. However, if you desire to deactivate your account you need to email us at support@pocketcardwallet.com.

Pocket Card Wallet may take action to temporarily limit your use of the Service, suspend access to your account, or close your account, with or without notice according to these Terms. Reasons for Pocket Card Wallet suspending or closing your account may include, without limitation: (i) breach or violation of these Terms (including the User Guidelines) or any Separate Agreement, (ii) an extended period of inactivity (determined in Pocket Card Wallet's sole discretion), (iii) your nonpayment of any fees or other sums due Pocket Card Wallet or any other party related to your use of the Service, (iv) the discontinuance or material modification of the Service (or any part thereof) or (v) unexpected technical or security issues or problems or extensive Unsupported Use.

In most cases, in the event we elect to close your account, we will provide at least 14 days advance notice to you at the email address you have provided to us, so you have a chance to retrieve any Content stored on the Service servers (unless we determine that we are legally prohibited from providing such notice or enabling you to do so). After the expiration of this notice period, you will no longer be able to retrieve Content contained in that account or otherwise use the Service through that account.

What Happens To My Account When I Die?

Pocket Card Wallet's pledge to protect the privacy of your Content will continue, even after your death or incapacity. If you wish to enable someone to have access to your Content or Account

Information after you are no longer able to provide them access, you need to implement a process for providing your Account Information to them. We will not provide your Account Information, or your Content, to anyone, even next of kin, unless we determine that we are legally obligated to do so. We encourage you to include your Account Information, with instructions on how to access your Content, in your will or other estate plans, so that anyone you wish to have access to your account will have the means to do so.

If I Have A Great Idea To Share With Pocket Card Wallet, What Are My Rights?

When you submit any ideas, suggestions, documents and/or proposals relating to the Service (or other products or services) to Pocket Card Wallet through the “Contact Us,” User Forum or Support interfaces or through any other channel or mechanism (collectively, “Contributions”), you acknowledge and agree that: (i) your Contributions do not contain confidential or proprietary information; (ii) Pocket Card Wallet is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) Pocket Card Wallet shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way; (iv) Pocket Card Wallet may have something similar to the Contributions already under consideration or in development; (v) your Contributions automatically become the property of Pocket Card Wallet without any obligation of Pocket Card Wallet to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from Pocket Card Wallet under any circumstances.

Does Pocket Card Wallet Serve Ads?

Our business model is to make the Service so valuable that our users will want to subscribe for a Paid Service. However, we may display advertisements and promotions on or in connection with the Service, some of which may be paid for by third parties. We also provide announcements within the Pocket Card Wallet Software. These messages may promote other Pocket Card Wallet products and services, events, demonstrate various uses of our Service and promote certain third party applications and services that work with Pocket Card Wallet.

Inasmuch as some advertising or other messaging content we provide will be based upon information provided by third parties, we shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any advertisements or other messages. Furthermore, your interactions with advertisers found on or through the Service, including, without limitation, all reliance upon advertising, all commercial transactions and legal obligations associated therewith, are solely between you and such advertisers.

What Else Do I Need To Know?

Third-Party Links, Content and Programming.

We may include or recommend third party resources, materials and developers and/or links to third party websites, content and applications as part of, or in connection with, the Service. We may have little or no control over such sites or developers and, accordingly, you acknowledge and agree that (i) we are not responsible for the availability of such external sites, content or applications; (ii) we are not responsible or liable for any content or other materials or performance available from such sites or applications and (iii) we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, materials or applications.

Indemnity.

You agree to indemnify and hold Pocket Card Wallet, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Service, any violation of these Terms of Service or any other actions connected with your use of the Service (including all actions taken under your account). In the event of such claim, we will endeavor to provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

Limitation of Liability.

To the maximum extent permitted by law, the Service Is Available "As Is." YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE AND THE PURCHASE AND USE OF ANY PRODUCTS ARE ALL AT YOUR SOLE RISK. THE SERVICE IS PROVIDED AND PRODUCTS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, POCKET CARD WALLET EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) POCKET CARD WALLET DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED, PRODUCTS PURCHASED FROM THE POCKET CARD WALLET MARKET OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POCKET CARD WALLET OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

(e) POCKET CARD WALLET IS DESIGNED FOR STORAGE OF CARDS WITH LITTLE TO NO FINANCIAL VALUE. IT IS NOT DESIGNED FOR USAGE OR STORAGE OF CARDS WHERE A CASH OR CASH SUBSTITUTE VALUE IS ASSIGNED TO THE CARD. SHOULD YOU STORE CARDS WHERE LOSS OR THEFT REPRESENTS MORE THAN EXTREMELY MINOR FINANCIAL RISK TO YOU, YOU DO SO AT YOUR OWN RISK. POCKET CARD WALLET'S SECURITY IS NOT DESIGNED FOR THE STORAGE OF THIS TYPE OF DATA

YOU EXPRESSLY UNDERSTAND AND AGREE THAT POCKET CARD WALLET, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF POCKET CARD WALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, PRODUCTS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE, OR PROVIDING ANY SERVICES RELATED TO THE OPERATION OF THE SERVICE OR RELATED TO THE POCKET CARD WALLET MARKET; (v) POCKET CARD WALLET'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE OR OFFERING PRODUCTS IN THE POCKET CARD WALLET MARKET; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF

ANY ADVERTISED OR OTHER THIRD-PARTY PRODUCT OR SERVICE; (ix) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR (x) ANY OTHER MATTER RELATING TO THE SERVICE.

Exclusions and Limitations.

NOTHING IN THESE TERMS OF SERVICE (INCLUDING THE LIMITATION OF LIABILITY PROVISIONS) IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Finances

BASIC ACCOUNT USERS – YOU USE THE POCKET CARD WALLET SERVICE AT YOUR OWN RISK. NEITHER WE NOR OUR RESPECTIVE AGENTS, EMPLOYEES AND SUB-CONTRACTORS, SHALL BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSSES OR DAMAGES WHATSOEVER OR HOWSOEVER ARISING IN CONNECTION WITH THE WEBSITE OR SERVICE OR ANY OTHER SERVICE AS DEFINED HERE (WHETHER UNDER THESE GENERAL TERMS AND CONDITIONS OR OTHER CONTRACT OR AS A RESULT OF ANY MISREPRESENTATION, MISSTATEMENT OR TORTIOUS ACT OR OMISSION, INCLUDING NEGLIGENCE).

FEE PAYING MEMBERS – WORKING TITLE SOFTWARE / POCKET CARD WALLET AND THOSE THAT OPERATE IT'S LIABILITY TO YOU FOR ANY LOSS OR DAMAGE IS LIMITED TO DAMAGES OF AN AMOUNT EQUAL TO THE SUBSCRIPTION FEE RECEIVED BY WORKING TITLE SOFTWARE FOR THE PRODUCT(S) TO WHICH YOU'VE SUBSCRIBED PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE.

UNDER THIS PARAGRAPH:

- "WORKING TITLE SOFTWARE / POCKET CARD WALLET AND THOSE THAT OPERATE IT'S LIABILITY INCLUDES THAT OF ANY COMPANY IN OUR GROUP AND OUR AND THEIR RESPECTIVE AGENTS EMPLOYEES, SUB- CONTRACTORS;
- "YOU" INCLUDES ANY OTHER PARTY CLAIMING THROUGH YOU;
- "LOSS OR DAMAGE" INCLUDES ANY LOSSES, DAMAGES, COSTS OR EXPENSES WHATSOEVER OR HOWSOEVER ARISING IN CONNECTION WITH USE OF THE

WEBSITE, WHETHER UNDER THIS AGREEMENT OR OTHER AGREEMENT OR AS A RESULT OF ANY MISREPRESENTATION, MISSTATEMENT OR TORTIOUS ACT OR OMISSION, INCLUDING NEGLIGENCE.

THIS SECTION OF THE TERMS & CONDITIONS DOES NOT AFFECT CLAIMS RELATING TO DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE AND DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION.

If Pocket Card Wallet Has To Send Me Notice Of Something, How Will That Happen?

This is another reason why it's important for you to make sure your Account Information is accurate, complete and up to date. We may provide you with notices by email (to the email address associated with your account), regular mail or postings on the web site(s) related to the affected Service.

How Can I Send A Notice to Pocket Card Wallet?

Except where these Terms or any Separate Agreement specifically provide for use of a different means or address for notice, any notice to Pocket Card Wallet must be delivered by email to support AT pocketcardwallet DOT com. This email address may be updated as part of any update to these Terms of Service. If you are unable to deliver notice via email, you may send a notice to us at the following address (as applicable to your Service provider):

Working Title Software

Unit 2787, PO Box 6945, London, W1A 6US

Are There Countries Where I'm Not Allowed To Use Pocket Card Wallet?

You may not use or otherwise export the Service or any Pocket Card Wallet Software except as authorized by England & Wales law and the laws of the jurisdiction in which the Service is hosted and accessed by you, or where you use the Pocket Card Wallet Service. In particular, but without limitation, the Pocket Card Wallet Software may not be (i) exported or re-exported into any U.S. embargoed countries or (ii) provided to or used by anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list, and shall not use the Service, or provide access to or use of the Service to anyone, in any such country. In addition, you are responsible for compliance with applicable export control, economic sanctions and related laws when you travel across international borders and access your Content.

What Law Applies To My Use Of Pocket Card Wallet?

These General Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

If any provision of these Terms of Service 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 the Terms of Service remain in full force and effect.

What Do I Do If I Think I Have A Claim Against Pocket Card Wallet?

Let us Know About Your Complaint.

We want to know if you have a problem so we encourage you to contact support@pocketcardwallet.com. if you have any concerns with respect to the operation of the Service or any Pocket Card Wallet Software, as we want to ensure that you have an excellent experience.

Initiating a Formal Claim.

If you conclude that we have not satisfied your concern and that you must pursue legal action, you agree that your claim must be resolved by the processes set forth in these Terms. Pocket Card Wallet provides the Service to you on the condition that you accept the dispute resolution provisions described below, so if you initiate any claim against Pocket Card Wallet in any other manner, you shall be in violation of these Terms and you agree that Pocket Card Wallet shall be entitled to have such action dismissed or otherwise terminated and you agree to reimburse Pocket Card Wallet for its reasonable costs incurred in defending against such improperly initiated claim. You agree that prior to initiating any formal proceedings against Pocket Card Wallet, you will send us a notice at support AT pocketcardwallet DOT com and state that you are providing a "Notice of Dispute." Upon receipt of a Notice of Dispute, you and we shall attempt to resolve the dispute through informal negotiation within ninety (90) days from the date the Notice of Dispute is sent. If the dispute remains unresolved, either you or we may initiate formal proceedings according to these Terms.

Claims Are Time-Barred.

You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of

the Service or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

The provisions of this section, entitled "Claims Are Time-Barred" shall be deemed to constitute a separate written legally binding agreement by and between you and us.

Anything Else?

A couple of final, but important, points. First, these Terms constitute the entire agreement between you and Pocket Card Wallet and govern your use of the Service, except for, and then only to the extent that you have entered into a Separate Agreement. These Terms supersede any prior agreements or earlier versions of these Terms between you and Pocket Card Wallet for the use of the Service as of the Effective Date indicated at the top of these Terms. If, through accessing or using the Service, you utilize or obtain any product or service from a third party, you may additionally be subject to such third party's terms and conditions applicable thereto, and these Terms shall not affect your legal relationship with such third party.

Our performance of this Agreement is subject to existing laws and legal process. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable under any applicable law, including, but not limited to, the warranty disclaimers and liability limitations set out above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.

You must not assign or otherwise transfer the General Terms and Conditions, or any right granted under them, without our written consent. We can freely transfer our rights under the General Terms and Conditions.

Any failure by us to enforce or exercise any provision of the General Terms and Conditions, or any related right, will not be a waiver of that provision or right. Any rights not expressly granted in this Agreement are reserved.

We may provide you with notices, including those regarding changes to the General Terms and Conditions, by email, regular mail, postings on the Website, or other reasonable means now

known or developed in the future. Finally, the section headings in these Terms of Service are for convenience only and have no legal or contractual effect.