

OBERTHUR CARD SYSTEMS USA ("OCS") WEB SITE

- TERMS OF USE -

AGREEMENT BETWEEN USER AND OCS

(December 2003)

PREAMBLE

IMPORTANT NOTICE: It is the express will of the parties that this Agreement between the User and OCS and all related documents be in English.

AVERTISSEMENT: C'est la volonté expresse des parties que la présente convention (« Agreement between User and OCS ») ainsi que les documents qui s'y rattachent soient rédigés en anglais.

WICHTIG : Es ist der Wille der beiden Parteien, daß dieses Vertragsverhältnis (« Agreement between User and OCS ») sowie die verbundene Dokumentation auf Englisch sein müssen.

NOTA IMPORTANTE: Las partes expresan de mutuo acuerdo que este contrato ("Agreement between User and OCS") y todos los documentos relacionados deben estar en Inglés.

I. INTRODUCTION

The OCS Web Site is consists of several Web sites and Web pages operated by OCS or its affiliates (collectively, the "OCS Web Sites").

Your access to and use of the OCS Web Sites is subject to your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the OCS Web Sites constitutes your agreement to all such terms, conditions, and notices. Your use of a particular OCS Web Site included within the OCS Web Sites may also be subject to additional terms outlined elsewhere in this agreement (the "Additional Terms").

Additionally, the OCS Web Sites may themselves contain additional terms, rules or guidelines that govern their use.

In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular OCS Web Site, then these terms shall control.

If you do not agree with any of the terms governing your access to and use of an OCS Web Site, then you must exit the site immediately.

All references herein to OCS shall refer to Oberthur Card Systems Inc., its subsidiaries and affiliated entities.

II. TERMS OF USE

A. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

See the Privacy Statement at www.oberthurusa.com for disclosures relating to the collection and use of your information.

B. MODIFICATION OF THESE TERMS OF USE

OCS reserves the right to change the terms, conditions, and notices under which the access to and use of the OCS Sites are offered. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the OCS Sites constitutes your agreement to all such terms, conditions, and notices.

In addition to the above, the availability of products described on this site, and the product descriptions, may vary from country to country. Contact webmaster@oberthurusa.com for more detailed information.

C. PERSONAL AND NON-COMMERCIAL USE LIMITATION

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Any dealings with third parties included within the OCS Sites are solely between you and the third party. OCS shall not be responsible or liable for any part of any such dealings.

E. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the OCS Sites, you will not use the OCS Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the OCS Sites in any manner that could damage, disable, overburden, or impair any OCS Site (or the network(s) connected to any OCS Site) or interfere with any other party's use and enjoyment of any OCS Site. You may not attempt to gain unauthorized access to any OCS Site, other accounts, computer systems or networks connected to any OCS Site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the OCS Sites.

F. USE OF SERVICES

The OCS Sites may contain e-mail services and/or other message or communication facilities designed to enable you to communicate with OCS ("Communication Services"). You agree to use the Communication Services only to send messages and material that are proper. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Use any material or information, including images or photographs, which is made available through the OCS Sites in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- E-mail files that contain viruses (whether considered to be trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another).
- Violate any guidelines or other rules which may be applicable for any particular Communication Service.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.

OCS reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

OCS reserves the right at all times to disclose any information as OCS deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

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IN NO EVENT SHALL OCS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE OCS SITES, WITH THE DELAY OR INABILITY TO USE THE OCS SITES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE OCS SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE OCS SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF OCS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE OCS SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE OCS SITES.

J. SERVICE CONTACT: webmaster@oberthurusa.com

K. TERMINATION/ACCESS RESTRICTION

OCS reserves the right, in its sole discretion, to terminate your access to any or all OCS Sites/Services and the related services or any portion thereof at any time, without notice.

L. NO SPAM; DAMAGES

OCS will immediately terminate your access if it believes, in its sole discretion, you are transmitting or are otherwise connected with any spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay OCS liquidated damages of \$5 for each piece of spam or unsolicited bulk email you transmit to OCS, otherwise you agree to pay OCS' actual damages, to the extent such actual damages can be reasonably calculated.

M. LANGUAGE

It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

N. GENERAL

This agreement is governed by the laws of the State of California, U.S.A. excluding the application of conflicts of laws rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby

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