

**VIRGIN MOBILE WIRELESS AIRTIME CUSTOMER ACKNOWLEDGEMENT
MINIMUM TERMS AND CONDITIONS**

Customer, on behalf of itself and each of its stores, acknowledges that it has read and agrees to be bound by each of the following provisions in connection with the sale of Virgin Mobile's prepaid wireless replenishment airtime:

- (1) Customer agrees to sell Virgin Mobile's pre-paid personal identification numbers and/or cards including recharge cards ("PINs") solely to end user customers.
- (2) Customer agrees not to or alter or use Virgin Mobile's trademarks, trade names, logos or services marks without the prior written consent of InComm and Virgin Mobile.
- (3) Customer shall not solicit or gather information on consumers purchasing the PINs other than information required to conduct a sales transaction (e.g., information required for a credit card purchase). Customer agrees not to engage in any marketing, promotion, selling or other efforts directed at consumers of the PINs that have the direct effect or purpose of facilitating, encouraging, promoting or otherwise tended to influence such consumers to terminate or otherwise cease their use of the PINs or Virgin Mobile's wireless services. Customer agrees that it will not target market to those consumers that purchase the PINs, provided that Customer shall have the continuing right to market to its customer base generally.
- (4) Virgin Mobile makes no warranty with respect to the PINs, express or implied (including any implied warranty of merchantability or fitness for a particular purpose).
- (5) Customer will be responsible for collecting taxes at the point of sale and remitting the same in states where such taxes are required to be paid. At or prior to offering the PINs, Customer will provide Virgin Mobile with appropriate resale certificates. Customer shall indemnify and hold Virgin Mobile, and its parent, subsidiaries and affiliates, and their respective directors, offices, employees and agents harmless from and against any liability, including any taxes, penalties and interest, arising from or relating to Customer's failure to pay such taxes as required by law.
- (6) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT IN INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, VIRGIN MOBILE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, OPPORTUNITIES, DATA OR REVENUES OR OTHER SIMILAR INDIRECT DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL VIRGIN MOBILE'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO CUSTOMER EXCEED THE TOTAL DOLLAR VALUE OF PINS DELIVERED TO CUSTOMER DURING THE PRIOR THREE (3) MONTHS.
- (7) These terms are the entire agreement between you and Virgin Mobile, may only be modified by subsequent written agreement, and are governed by the law of the State of New York.