

**GREEN DOT VISA DEBIT CARD
DEPOSIT ACCOUNT AGREEMENT**

WELCOME!

This Deposit Account Agreement (including, but not limited to all appendices, such as the Online and Mobile Services Agreement attached as Appendix A) explains how your account works, what fees are applicable to your account, how our various services work, and the policies, terms and conditions that govern your account. Please read this agreement and keep it for your records. You can get a copy of it at any time at <https://www.greendot.com>.

When we say “we,” “us,” “our” or “Bank,” we mean Green Dot Bank, Member FDIC, the bank that holds the money in your account. Please note that Green Dot Bank operates under the following registered trade names: GO2bank, GoBank, Green Dot Bank and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.

When we say “you” or “your,” we mean each person who has a Green Dot Bank account and anyone else that a Green Dot Bank accountholder gives account access to. You can find other definitions near the end of this agreement.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

1. Getting Started

- a. *General Information.* Your account is a deposit account. Once you open your account, you will receive a Visa debit card (your “Card” or “Debit Card”) that is linked to your account. Money in your primary deposit account will not earn interest. Money in your High-Yield Savings Account (as defined below) will earn interest as described herein. Money in your primary deposit account and High-Yield Savings Account is insured up to the regulatory limits by the Federal Deposit Insurance Corporation, or FDIC.

- b. *Opening an Account.* To open and use an account, you must be 18 years of age or older and a citizen or lawfully residing in one of the 50 states of the United States or the District of Columbia (collectively, the “U.S.” or “United States”). To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for your name, address, date of birth, social security number, phone number and other information that will allow us to identify you. We may additionally use other methods of data collection, like device ID and geolocation data generated from your devices and other sources of data provided to us internally or through third parties to ensure the legitimacy of the personal information you have provided to us, including, but not limited to, the collection and validation of your state issued ID or other printed documentation and data related to your phone, computer and/or other devices to ensure that the personal identifying information you have provided to us is accurate and true. In addition, before you may use certain features of your account, we may require you to undergo further identity or account verification, including, but not limited to, activating your physical, personalized card (“Personalized Card”), verifying your email or mobile phone, or uploading an image of your state issued ID for verification.

We reserve the right to not open an account for anyone in our sole discretion. We may also limit the number of accounts that you have in our sole discretion.

2. Fees

- a. *General.* Our fee schedule below describes the fees associated with your account and related services. Depending on which purchase plan option you have selected, either the Monthly Simple Plan or the Monthly Plus Plan, different monthly and transaction fees and waivers apply. Additional fees noted in the “Other Fees” section apply to both the Monthly Simple Plan and Monthly Plus Plan. Please note that you may not change purchase plan option after you select a plan at the financial service center when you sign up for your account. We may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. In addition to the fees listed below, there are some situations where a third party may charge additional fees. For example, when you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee. Unless otherwise

stated, the fees listed in the schedule below will be deducted from your account balance when they are assessed. Unless otherwise stated, if your account balance is less than the fee amount or your account balance is negative, the assessment of the fee will result in a negative balance in your account or increase the negative balance of your account, as applicable. If that occurs, any subsequent deposits or credits to your account will first be applied to the negative balance. For more information about negative balances, see Section 8.c. titled “Negative Balances”. In the case of an External Account Funding Transaction (defined below), if your account balance is less than the total transfer amount, including the External Account Funding Transaction Fee, the transfer request will be declined.

Purchase Plan Options	Monthly Simple Plan	Monthly Plus Plan
Monthly Fee	\$3.95. Waived when your Card is used for at least one Card purchase transaction in the previous monthly billing cycle (for example, this does not include ATM and teller cash withdrawals, payments conducted at https://www.greendot.com or via our Mobile App (i.e., bill payments), ACH payments, funds transfers to another account, quasi-cash transactions (i.e., the purchase of items that convert to or substitute for cash, such as money orders, travelers checks, casino chips, etc.), and purchases of gift or prepaid cards).	\$5.95. Waived when you have direct deposits totaling \$1,000 or more to your account in the previous monthly billing cycle. A person to person transfer is not considered a direct deposit for the purpose of waiving the monthly fee.
Non-PIN Transaction Fee	\$1.95 per purchase transaction. This fee is charged each time your Card is used for a purchase transaction without using your PIN. The fee will be assessed when your transaction posts. If, however, at the time you conduct the transaction your Available Balance is less than the purchase transaction amount plus the fee, the transaction may be declined.	\$0

PIN Transaction Fee	\$1.95 per purchase transaction. This fee is charged each time your Card is used for a purchase transaction using your PIN (which does not include ATM transactions). The fee will be assessed when your transaction posts. If, however, at the time you conduct the transaction your Available Balance is less than the purchase transaction amount plus the fee, the transaction may be declined.	\$1.95 per purchase transaction. This fee is charged each time your Card is used for a purchase transaction using your PIN (which does not include ATM transactions). The fee will be assessed when your transaction posts. If, however, at the time you conduct the transaction your Available Balance is less than the total purchase transaction amount plus the fee, the transaction may be declined.
External Account Funding Transaction Fee (External AFT Fee) <i>(See Section 6.d. for more information.)</i>	\$0	1.5% of the amount transferred, rounded to the nearest cent, up to a maximum of \$10 per transfer.
Other Fees		
In-Network ATM Withdrawal	No fee for the first transaction performed in a calendar month, \$3.00 per transaction thereafter. “In-Network” refers to all ATMs in our network that are surcharge-free. To find an in-network ATM, log in to our Website or Mobile App.	
Out of Network ATM Withdrawal	\$3.00 per transaction. You may also be charged a fee by the ATM operator in addition to our fee.	
Teller Cash Withdrawal Fee	3% of total withdrawal amount, subject to a \$5.00 minimum.	
Cash Withdrawal at Financial Service Centers	You may be charged a fee by financial service centers for a cash withdrawal. This fee is not deducted from your account and will not be reflected in any account statements transaction histories.	
Cash Deposit Fee	Up to \$4.95. This fee varies by retailers and is subject to change. This fee is not deducted from your account and will not be reflected in any	

	account statements or transaction histories. For cash deposit locations, please visit https://www.attheregister.com .
In-Network ATM Balance Inquiry Fee	\$1.00. “In-Network” refers to all ATMs in our network that are surcharge-free. To find an in-network ATM, log in to our Website or Mobile App.
Out of Network ATM Balance Inquiry Fee	\$1.00. You may also be charged a fee by the ATM operator in addition to our fee.
Replacement Card Fee (for lost, stolen or damaged Card acquired at a financial service center or via regular delivery)	\$5.00 for replacement Card obtained at a financial service center or delivered on a non-expedited basis (generally within 7-10 business days).
Rush Delivery Fee for Replacement Card (for lost, stolen or damaged card acquired via rush delivery)	\$30.00 for replacement Card delivered on a rush basis (generally within 3 business days). This fee is charged in addition to the Card replacement fee for regular delivery.
Cardless Funds Pick-up Fee (when Card is lost or stolen)	\$3.00. This is our fee for a cash pick-up at a participating retailer after you report your Card lost or stolen. This fee is in addition to any Card replacement fee that may apply.
Cardless Funds Pick-up Fee (when you close your account)	Up to \$5.00. This is our fee for a cash pick-up at a participating retailer if you close your account.
Foreign Transaction Fee	3% of any transaction amount conducted in a currency other than U.S. dollars (“Foreign Transaction”), subject to a \$1.00 minimum. This fee is in addition to any other fee that may apply to your transaction. Please note use of your Card outside of the U.S. is limited; see Section 5.e. titled “Foreign Transactions” for more information.
Overdraft Fee <i>(Overdraft Protection is an optional service that is available, at our discretion, only if you opt in and satisfy our eligibility requirements. See Section 9 for more information.)</i>	\$15 for each transaction that is greater than \$5 and overdraws your account by more than \$10, up to a maximum of ten overdraft fees per monthly billing cycle.

b. *Monthly Fee and Monthly Billing Cycle.*

- i. *Monthly Simple Plan.* Your first monthly billing cycle will begin the day you acquire a Temporary Card (as defined below) at a financial service center. Your second monthly billing cycle will begin 31 days later, unless that date falls on the 29th, 30th or 31st of the month, in which case your second monthly billing cycle will begin on the first day of the following month. Subsequent monthly billing cycles will begin on the same day each month. Your first Monthly Fee, unless you qualify for a Monthly Fee waiver, will be assessed on the first day of your second monthly billing cycle. Subsequent Monthly Fees will be assessed on the same day each month, unless you qualify for a Monthly Fee waiver.
- ii. *Monthly Plus Plan.* Your first monthly billing cycle will begin the day you acquire a Temporary Card at a financial service center. Your second monthly billing cycle will begin 30 days later, unless that date falls on the 29th, 30th or 31st of the month, in which case your second monthly billing cycle will begin on the first day of the following month. Subsequent monthly billing cycles will begin on the same day each month. Your first Monthly Fee will be assessed on the day you acquire your Temporary Card. Subsequent Monthly Fees will be assessed on the first day of your monthly billing cycle beginning on the second billing cycle, unless you qualify for a Monthly Fee waiver.

3. General Information About Deposits & Funds Availability

- a. *Deposits and Limits on Deposits.* You may make deposits to your account by signing up for direct deposit, by depositing cash at a participating retailer, by using the person to person transfer service or by using the bank transfer service, subject to applicable fees, limits, and conditions. Our website at <https://www.greendot.com> ("Website") and the Green Dot mobile application ("Mobile App") may offer you additional ways to deposit money from time to time, and any applicable fees or limits will be disclosed to you at the time they are offered to you.

We may refuse to accept a deposit or transfer to an account, limit its size, or return all or part of it to you or the sender. We reserve the right to limit the amount of funds that may be maintained in an account. We may, in our sole discretion, let you deposit more money to your account if you deposit by direct deposit or other methods. Except through our person to person transfer service, no other person can deposit money to your account on your behalf, and we reserve the right to reject any such deposit. We will not accept checks or cash mailed to us for deposit or inbound wire transfers and we do not accept cash deposits at ATMs.

If you deposit cash at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits.

b. *Funds Availability.* For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, federal holidays and legal banking holidays in the State of Utah.

i. *Cash Deposits.* Cash deposits made through participating retailers are generally made available within 60 minutes or sooner from the time the transaction is reported to our technology systems by the retailer.

ii. *Direct Deposits.* Electronic direct deposits will be available on the day we receive the deposit. Please keep in mind, however, that after we make funds available to you, and you have spent, sent or withdrawn the funds, you are still responsible for any problems involving your deposit.

If you make a deposit on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit on a non-business day or on a day we are not open, we will consider that the deposit was made on the next business day.

iii. *Special Rules for New Accounts.* If you are a new customer, during the first 30 days your account is open, funds from deposits of cash will be available on or before the first business day after the day of your deposit if the deposit meets certain conditions. We may impose different funds availability limits for other forms of deposits during the first 30 days your account is open.

iv. *Other Types of Deposits.* Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

4. *Direct Deposits.* You may arrange to have funds transferred directly to your account by your employer or other appropriate payor once we have successfully verified your personal information. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or payor, you can call us at (866) 795-7597 or visit our Website to find out whether or not the deposit has been made. Funds from electronic direct deposits will generally be available on the day the Bank receives the deposit. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or social security number) that we have on file for you. You may cancel the direct transfer authorization at any time by sending a written notice to your employer or payor and providing your employer or payor and the Bank sufficient time to act upon the notice. Your employer or payor may terminate this method of payment, with or without cause, at any time.

5. *About Your Debit Card*

- a. *General.* Your Card is linked to your primary deposit account, and not your High-Yield Savings Account. Once you sign up and are approved for an account at a financial service center, you will be provided a non-personalized, temporary card (“Temporary Card”), and a temporary personal identification number (“PIN”) will be assigned to the Temporary Card and cannot be changed. Once you receive your Personalized Card in the mail, you will be required to set a new PIN. You agree not to disclose your PIN to others and to safeguard its confidentiality. The Temporary Card has more limited use than the activated Personalized Card. You may not use your Temporary Card for any purchase at a merchant that uses a manual imprint machine, to conduct transactions outside of the U.S. (including internet websites based outside the U.S.), and as further explained in this agreement. Except as otherwise indicated, you may use your Card to purchase goods and services anywhere Visa debit cards are accepted and to access cash at ATMs and from tellers of financial institutions displaying the Visa name and/or logo. Please note that if you use your Card to get account balance information from an ATM, the balance may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.
- b. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your account. You should get a receipt at the time you make a transaction or obtain cash using your Card.
- c. *Limits on the Use of Your Card and Account.* We reserve the right, in our sole discretion, to limit the amount, number and type of transactions you can make using your account. We may, in our sole discretion, limit your use of your Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. We may refuse to process any transaction that we believe may violate the law or the terms of this agreement. You agree that you will: (i) not use your Card or account at unlawful domestic or international gambling websites, or at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access your account; and (iv) use your Card only as permitted by us. We may refuse to issue a Card, revoke or suspend your Card or account privileges or cancel your Card or account with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. You cannot sell or transfer your account to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card or account, you are responsible for all transactions made by that person, even if they exceed the authorization granted. We reserve the right to limit or block the use of your Card in foreign countries due to fraud or security concerns or to comply with applicable law.
- d. *Money in Your Account May Be Held Until a Transaction is Completed.* When you use your Card or account to pay for goods or services, certain merchants may ask us to authorize or “hold” the transaction in advance and may estimate the final purchase amount. In addition, when you use your Card for an ATM withdrawal or for a teller cash

withdrawal, we generally authorize the transaction in advance (including all applicable fees). When we authorize a transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your account's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for transactions with certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions with certain merchants that authorize high dollar amounts, such as rental car companies and hotels, and certain cash and international transactions may cause a "hold" on money in your account for up to 90 days. You will not be able to use the money in your account that is "on hold" until the transaction finally settles or the hold is otherwise released. For more information about how we determine the amount of money in your account available for your use or withdrawal, see Section 8 titled "We Use The Available Balance Method". If the pending transaction is not presented to us for payment, within our established time period after being authorized (typically, three business days but may be up to 90 days for certain types of transactions, as described above), we will release the hold. Note that if a transaction is presented to us for payment from your account after we have released the hold, we must honor the transaction. This may result in a negative balance in your account. For more information about negative balances, see Section 8.c. titled "Negative Balances". When a transaction finally settles, we will charge your account for the amount of the final transaction, including any applicable fees, and then will release the hold on any remaining amount of money, as applicable.

- e. *Foreign Transactions.* If you conduct a Foreign Transaction (as defined above in Section 2 titled "Fees"), the merchant, network, or card association that processes the Foreign Transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. Visa currently uses a conversion rate that is either: (i) selected from a range of rates available in wholesale currency markets on or one day prior to its central or transaction processing date (which rate may vary from the rate Visa itself receives) or (ii) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of the Foreign Transaction and the date it is posted to your account. The Foreign Transaction Fee set forth in Section 2 titled "Fees" is in addition to any of the Bank's other fees, including, but not limited to, the teller cash withdrawal and ATM withdrawal fee.

We monitor your account for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad), it is possible that your Foreign Transactions may be delayed or declined. For example, there are some countries in which we are required by law to block transactions and some countries for which we will not authorize the use of your account due to fraud, terrorism, or other concerns. Those countries change from time to time, so contact us in advance if you are planning on using your Card in a foreign country and want to confirm that the Card can be accepted in that country.

- f. *ATM Safety.* You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Do not display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction receipts. Check them against your statements regularly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.
 - g. *Refunds on Purchases.* Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your account. For security reasons, if a credit is applied to your account for which there was no debit originally, we may block the use of your account.
6. Limits on Your Account
- a. *Deposits.* You may deposit up to \$5,000 in cash per day in the aggregate.
 - b. *Daily Cash Withdrawals.* You may withdraw up to \$500 in cash in the aggregate from an ATM in a single day. You may withdraw up to \$3,000 in cash in the aggregate in a single day in teller withdrawal transactions. You may withdraw up to \$3,000 in cash per day and up to \$3,000 in cash per month, in the aggregate, at a participating financial service center. If you withdraw cash through the Cardless Funds Access Service, as described further in Section 14.w., different limits apply. We may, in our sole discretion, permit you to withdraw higher amounts of cash.
 - c. *Total Daily Spend.* You may not make Card purchase transactions that exceed a maximum of \$10,000 per day in the aggregate.
 - d. *Monthly External Account Funding Transactions.* You may perform External Account Funding Transactions up to \$1,500 per month. An “External Account Funding Transaction” refers to a near real-time transfer of funds from your account to another network-branded account (e.g., a Visa or Mastercard prepaid or debit card) that is authorized via a third-party platform (e.g., loading of a prepaid card account, moving funds into another financial account, external P2P transactions, or adding value to a digital wallet).

- e. *Other Limits.* You agree not to use your account for business purposes. We may, in our sole discretion, close your account if we determine that it is being used for business purposes. We may revoke or suspend your account privileges or cancel your account with or without cause or notice, other than as required by applicable law.

7. Electronic Funds Transfers; Other Rights & Terms

- a. *Your Liability for Unauthorized Electronic Fund Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or funds have been transferred from your account without your permission. Reporting such loss, theft, or unauthorized transfer by calling us at (866) 795-7597 is the best way of keeping your possible losses down. You could lose all the money in your account (plus an amount up to your maximum Overdraft Protection (as defined below) limit). If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. (Note: Since your Card is a Visa Card, you will not be held responsible for unauthorized transactions processed by Visa if you use care in protecting your Card and PIN and notify us immediately of any unauthorized use).

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money in your account if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- b. *In Case of Errors or Questions About Your Electronic Transfers.* Call us at (866) 795-7597 or write us at Customer Care, P.O. Box 5100, Pasadena, CA 91117 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on a statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When notifying us, you will need to tell us: (i) your name and account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. In addition, it would be helpful if you provided us with any supporting documentation related to the error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your account.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provide a provisional credit to your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provide a provisional credit to your account.

For errors involving new accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provide a provisional credit to your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- c. *Our Liability for Failing to Make Transfers.* If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to this agreement, we may be liable for your losses or damages under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 et seq.). There are some exceptions, however. We will not be liable, for instance: (i) if through no fault of ours, your account has insufficient funds for the transaction or the funds are unavailable for withdrawal (e.g., because they have not been finally collected or are subject to legal process); (ii) if the transaction would exceed your Overdraft Protection limit, if any; (iii) if the ATM where you are trying to make a withdrawal does not have enough cash; (iv) if the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you started the transaction; (v) if a merchant refuses to honor your Card; (vi) if you attempt to use a Card that has not been properly activated; (vii) if the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely; (viii) if your Card has been reported as lost, stolen, or compromised or has been suspended by us, if we have limited or revoked your account privileges, or if we have reason to believe the transaction is not authorized by you; (ix) if the transaction cannot be completed because your Card is damaged; (x) if circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, pandemic, computer breakdown, telephone line disruption, or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us; or (xi) as otherwise provided in this agreement.
- d. *How to Stop Preauthorized Transfers From Your Account.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Customer Care, P.O. Box 5100, Pasadena, CA 91117 or by calling us at (866) 795-7597.

We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages to the extent provided in this agreement or required by applicable law.

- e. *Varying Preauthorized Transfers.* If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person you are going to pay should tell you, at least 10 days before each payment, when it will be made and how much it will be. The person you are going to pay may give you the option of receiving this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- f. *Account Statements.* You will get an account statement each monthly billing cycle (unless there are no transfers in a particular month). In any case, you will get an account statement at least quarterly, unless your account is dormant or inactive. Your statement will be a combined statement that will reflect both your primary deposit account and your High-Yield Savings Account. You will have access to these statements on our Website and via our Mobile App. We do not mail paper statements.

If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may be responsible for the losses resulting from such failure.

- g. *Business Days.* Except as otherwise provided in this agreement, our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.
- h. *Amendments/Changes in Account Terms.* We may add to, delete, or change the terms of this agreement at any time by mailing, emailing, or delivering a notice, a statement message, or an amended agreement to you at the last address (location or email) on file for you, your account, or the service in question. Unless otherwise required by applicable law, we may amend this agreement without prior notice (e.g., by posting the information on our Website or otherwise making it available to you). We may substitute similar

services or discontinue currently offered services by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

- i. *Information Given to Third Parties.* We may disclose information to third parties about you, your account, and the transactions on your account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of your account for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer your account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on your account; (viii) to disclose the existence, history, and condition of your account to consumer reporting agencies; and (ix) as permitted by our Privacy Policy. See our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

8. We Use The Available Balance Method

- a. *Determining Your Account's Available Balance.* The "Available Balance" of your account is defined as the most current record of the amount of money in your account available for your use or withdrawal, which does not include any money in your High-Yield Savings Account. We use the Available Balance to authorize your transactions during the day (e.g., Card purchases and ATM withdrawals). We also use the Available Balance to pay your transactions in our nightly processing. Note that the Available Balance of your account may not represent the current balance of the account due to pending transactions. We calculate your Available Balance as follows:
 - i. We start with the ending daily account (posted) balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account (excluding any money in your High-Yield Savings Account);
 - ii. We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process;
 - iii. We add pending deposits that are immediately available for your use (see Section 3 titled "General Information About Deposits & Funds Availability" for details); and
 - iv. We subtract pending withdrawals that we have either authorized (such as Card purchases and ATM withdrawals) or are known to us (such as your preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed (see Section 5.d. titled "Money in Your Account May Be Held Until a Transaction is Completed" for details).

- b. *How We Process (Post) Transactions to your Account.* We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection.
- c. *Negative Balances.* You may not perform transactions that exceed the Available Balance of your account, and we generally will not authorize or pay transactions that exceed the Available Balance of your account, unless we decide, in our sole discretion, to authorize and pay such transactions because you have opted in to, and are eligible for, Overdraft Protection. Please note, however, that some merchants: (i) may not check with us for authorization of the transaction amount; (ii) may check with us for authorization of the transaction amount but later present a transaction for payment that is for a higher amount; or (iii) may not timely present a transaction to us for payment, and therefore some transactions may be paid from your account even if the Available Balance of your account is insufficient, resulting in a negative balance in your account, and even though you have not opted in to and are not eligible for Overdraft Protection. In such event, your account will not be charged overdraft fees if you have not opted in to Overdraft Protection.

You are fully liable for the amount of any negative balance on your account, including any applicable transaction fees. Any negative balance on your account must be paid immediately, without notice or demand from us, by depositing funds to your account. Without limiting any other provisions of this agreement, if you do not deposit funds to your account to cover a negative balance within 60 days of its creation, we may close your account. Without limiting the foregoing, we reserve the right to pursue collections for any negative balance on your account, and we may offset any negative balance on your account with subsequent deposits, funds in your High-Yield Savings Account and other credits to your account, to the fullest extent permitted by law, in accordance with Section 14.s. titled “Security Interest & Setoff”.

9. Discretionary Overdraft Protection

- a. *Overview.* In general, you may not perform transactions that exceed the Available Balance of your account. However, if you elect to participate in our optional overdraft protection service (“Overdraft Protection”) by “opting in” and you satisfy our eligibility requirements, we may allow you, at our discretion, to make purchase transactions with your Card that exceed the Available Balance of your account, subject to the limits and fees described in this agreement. Please review the Overdraft Protection Opt-In Notice available on our Website or via the Mobile App. Our eligibility requirements for Overdraft Protection are based on a set of automated rules that weigh numerous variables and account holder behaviors, which may include the type, amount, and frequency of deposits to your account, your account status and transaction history, and the history of

any other prior or current accounts with us. While we may, in our sole discretion, allow you to opt in to Overdraft Protection before you satisfy our eligibility requirements to use Overdraft Protection, we do not authorize and pay overdrafts for Card purchase transactions unless you opt in to Overdraft Protection and meet our eligibility requirements, except in certain limited circumstances described in this agreement. We may modify the eligibility requirements, limits, fees, and other terms of Overdraft Protection or restrict or discontinue Overdraft Protection at any time, and we will provide notice of any changes as required by applicable law.

- b. *Opt-Out Option.* If you previously opted in to Overdraft Protection, you may opt out of Overdraft Protection at any time by logging in to your account on our Website or via the Mobile App. In general, your opt-out request will be effective immediately, and we will send you an email to confirm your opt-out request. If you opt out of Overdraft Protection, you will remain responsible for overdraft transactions, and any related overdraft fees and other applicable transaction fees, authorized prior to the effectiveness of your election to opt out of Overdraft Protection.
- c. *Discretionary Service.* Overdraft Protection is not a loan or a line of credit. Even if you have opted in to Overdraft Protection, we are not obligated to pay any Card purchase transaction presented for payment that exceeds the Available Balance of your account. Payment of such transactions by us is a discretionary, non-contractual courtesy and not a right of yours or an obligation of ours. Any discretionary payment by us of any overdraft transaction does not obligate us to pay any other overdraft transaction. We, in our sole and absolute discretion, may cease paying overdraft transactions at any time without prior notice of reason or cause.
- d. *Eligible Transactions.* The only transactions that are eligible for Overdraft Protection are Card purchase transactions. We do not authorize or pay overdrafts for any other transactions, including, but not limited to, ATM withdrawals, payments through our Bill Payment Service, ACH transfers, fund transfers (including person to person fund transfers), or teller cash withdrawals.
- e. *Overdraft Protection Limit.* If you opt in to Overdraft Protection and satisfy our eligibility requirements, you may be assigned an Overdraft Protection limit determined by us in our sole discretion based on a set of automated rules that weigh numerous variables and account holder behaviors, as described in Section 9.a above. We may increase or decrease your Overdraft Protection limit at any time in our sole discretion. We may decrease your Overdraft Protection limit to \$0 if some or all of our eligibility requirements are no longer met, which may result in transactions being returned unpaid to merchants or third parties due to insufficient funds. You will remain responsible for overdraft transactions, and any related overdraft fees, authorized prior to a decrease in your Overdraft Protection limit. If you are assigned an Overdraft Protection limit, you may not select a higher limit, but we may allow you to lower your Overdraft Protection limit. The Overdraft Protection limit

you may be assigned will be displayed in the Mobile App and after you log into your account at <https://www.greendot.com>.

Overdraft fees may cause your account to be overdrawn by an amount that is greater than your Overdraft Protection limit.

- f. *Obligation to Repay.* If we authorize and pay a Card purchase transaction that exceeds the Available Balance of your account, you must pay the negative balance, including any overdraft fees and other applicable transaction fees, immediately by depositing funds to your account. We may, at any time, in our sole discretion and without notice to you, offset any negative balance in your account with incoming deposits, funds in your High-Yield Savings Account, and credits to your account and with funds from any other account you open or maintain with us. We will not, however, use funds in your High-Yield Savings Account to prevent an overdraft transaction (see Section 13 titled “High-Yield Savings Account” for details).
- g. *Fees for Overdraft Protection Transactions.* We will impose an overdraft fee if we pay a Card purchase transaction that exceeds the Available Balance of your account, except as described below and in certain limited circumstances as described elsewhere in this agreement. The overdraft fee is in addition to any other fees that may apply to a Card purchase transaction or your account, as disclosed in this agreement. The amount and applicability of the overdraft fee is as follows:

Overdraft Fee	\$15	For each transaction that is greater than \$5 and overdraws your account by more than \$10, up to a maximum of ten overdraft fees per monthly billing cycle
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- i. *Grace Period.* No overdraft fee will be assessed in connection with any overdraft transaction if your account is returned to a \$0 or positive balance within 24 hours after we authorize payment of the first transaction greater than \$5 that overdraws your account by more than \$10.
- ii. *Order of Settlement.* Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the Available Balance of your account and the total amount of overdraft fees assessed to your account. Transactions are processed in the order we receive them for settlement. Multiple overdraft fees may be charged if multiple overdraft transactions are authorized on the same day. It is important to keep track of the Available Balance of your account because it is your responsibility to determine if you have overdrawn your account, the day and time the overdraft transaction occurred, and the amount of any Card purchase transactions authorized and paid pursuant to Overdraft Protection.

- h. *Alerts.* We will send emails to your email address in our records (and also text messages to your mobile number in our records if you are enrolled in text alerts) in connection with your use of Overdraft Protection (e.g., to notify you when we increase or decrease your Overdraft Protection limit, when an overdraft occurs that might incur an overdraft fee and when the grace period ends for purposes of avoiding an overdraft fee).
- i. *Suspension or Termination.* We may suspend or terminate your ability to use Overdraft Protection at any time without notice of reason or cause in our sole discretion. If we suspend or terminate your ability to use Overdraft Protection, this may result in transactions being returned unpaid to merchants or third parties due to insufficient funds, and you will remain responsible for overdraft transactions, and any related overdraft fees, authorized prior to the suspension or termination of your ability to use Overdraft Protection.
- j. *Limits.* We do not authorize and pay overdrafts if your access to Overdraft Protection has been suspended or terminated or if you have opted out of Overdraft Protection, except in certain limited circumstances described in this agreement. Without limiting the foregoing, if you overdraw your account 10 times or more during a monthly billing cycle, we may suspend your access to Overdraft Protection for the remainder of the monthly billing cycle.
- k. ***Important Notice About Overdraft Protection. While Overdraft Protection may help you avoid transaction declines for important purchases, this is an expensive service and should not be relied upon to meet your credit needs. We encourage you to research alternative solutions that may be less expensive or more advantageous to you before you opt in to and use Overdraft Protection.***

10. Bill Payment Service

- a. *General.* If you have met our eligibility criteria, you can make payments to others from your account with us using our bill payment service.
- b. *Bill Payment Service Definitions.* For purposes of this Section 10, the following definitions apply.

“Bill Payment Service” or “Service” means the Bill Payment Service offered by Green Dot Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc., that you can access using your account.

“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays.

“Debit Date” is the day your account will be debited and is also the day that we will begin processing your Payment Instruction. If you schedule a future Debit Date for a payment, and the date you schedule falls on a non-Business Day, the Debit Date will be the Business Day immediately preceding the date that you scheduled.

“Due Date” is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

“Pay Date” is the day your Biller should receive your payment.

“Payment Instruction” is the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Debit Date).

“Scheduled Payment” is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

- c. *Service Fees and Additional Charges.* There is no service fee for using the Bill Payment Service. We may change these fees as described in this agreement. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider when you access the Bill Payment Service.
- d. *Payment Scheduling.* Transactions begin processing on your Debit Date. The earliest Debit Date for Payment Instructions entered on a non-Business Day will be the next Business Day. When you schedule an individual payment, the earliest possible Pay Date for each Biller (typically five (5) or fewer Business Days from the Debit Date) will be designated through the Bill Payment Service when you are scheduling the payment, and you must select a Debit Date so that the associated Pay Date is no later than the actual Due Date reflected on your Biller statement.

When you schedule regular (i.e., recurring) payments to occur in advance, you will select only a Debit Date. You are responsible for ensuring that the Debit Date is sufficiently in advance of your Due Date to allow the Biller to receive the payment. We recommend that you allow at least 5 Business Days between the Debit Date and your Due Date. **YOU ARE RESPONSIBLE FOR ANY LATE PAYMENTS THAT OCCUR BECAUSE YOU SCHEDULE THE DEBIT DATE TOO CLOSE TO THE DUE DATE.**

You are responsible for ensuring that there are sufficient funds in your account on the Debit Date to allow the payment.

- e. *Payment Authorization and Payment Remittance.* By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, you agree that we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your account and remit funds on your behalf to your Biller so that the funds arrive on or as soon as reasonably possible after the Pay Date designated by you. You also authorize us to credit your account for payments returned to us by the United States Postal Service or Biller.

We will use our commercially reasonable efforts to make all your payments properly, and if we do not complete a payment from your account Card on time or in the correct amount according to this agreement we will not be liable for your losses, costs or expenses except for your direct losses or damages to the extent directly relating to our gross negligence or intentional misconduct. We shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, your account does not contain sufficient funds to complete the transaction;
- ii. The Bill Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
- iii. You have not provided us with the correct account information, or correct Payment Instructions; and/or,
- iv. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

There are other exceptions provided in this agreement. Provided none of these exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account or cause funds from your account to be directed to a Biller in a manner inconsistent with your Payment Instructions, or fail to initiate your payment in accordance with your Payment Instructions, we shall only be responsible for returning those funds to your account, or for directing to the proper Biller any previously misdirected transactions, and shall have no further liability with respect to same except as expressly provided for above.

- f. *Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a check payment.

- g. *Limits on Payments You Can Make.* Although no limits exist, we reserve the right to impose dollar limits on payments you request using the Bill Payment Service.
- h. *Payment Cancellation Requests.* You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions provided in the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, on the Debit Date, it cannot be cancelled or edited, and therefore a stop payment request must be submitted.
- i. *Stop Payment Requests.* Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call us at (866) 795-7597 or write us at Customer Care, P.O. Box 5150, Pasadena, CA 91117 so that we receive your request at least three (3) Business Days prior to the Pay Date. We may require you to present your request in writing within fourteen (14) days. For any other payments, we will attempt to accommodate your request, but will have no liability for failing to do so.
- j. *Prohibited Payments.* The following payments are prohibited through the Bill Payment Service:
 - i. Payments to Billers outside of the United States or its territories.
 - ii. Payments prohibited by law.

Except as may be required by law, we will have no liability for any claims or damages resulting from any prohibited payments you may schedule or attempt to schedule.

- k. *Exception Payments.* Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however such payments are discouraged and must be scheduled at your own risk. We will have no liability for any claims or damages resulting from you scheduling these types of payments. We also have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.
- l. *Bill Delivery and Presentment.* This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the electronic bill options, you also agree to the following:

Information provided to the Biller – We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's

information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Service and/or bill information.

Activation – Upon activation of the electronic bill feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your bank account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive

from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This agreement does not alter your liability or obligations that currently exist between you and your Billers.

m. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION IS WITHOUT, AND WE EXPRESSLY DISCLAIM, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT APPLY TO THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION.

EXCEPT TO THE EXTENT PROVIDED IN THE “PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE” SECTION, OR TO THE EXTENT REQUIRED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BILL PAYMENT SERVICE.

- n. *Sharing of Information.* As provided in our Privacy Policy, information about you and your transactions will be shared with third parties to assist us in providing the Bill Payment Service.
- o. *Failed or Returned Transactions.* In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your account. If we are unable to complete the transaction for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transaction will not be completed and we will attempt to notify you.
- p. *Biller Limitation.* We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will attempt to notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this agreement.
- q. *Returned Payments.* In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller’s forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our

best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your account. You may receive notification from us.

- r. *Information Authorization.* Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).
 - s. *Contact Information Updates.* It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Certain changes (other than name) can be made on our Website or in the Mobile App. If you need to change your name, please call us at (866) 795-7597. For your security, we will need to verify your identity before allowing any account information changes. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Biller, account or contact information.
11. **Person to Person Transfers.** If you meet our eligibility criteria and you have activated your Personalized Card, you can use our person to person transfer service to send money to, or receive money from, another person via our Website or Mobile App.
- a. *General.* When you use this service, you authorize us to act as your agent and attorney-in-fact for the limited purpose of communicating with others regarding your instructions, and processing your transfers.
 - b. *Sending and Receiving Funds.* You may only send and receive up to \$2,000 per day and up to \$5,000 per month using the service. For security reasons, we may also limit the number of transfers you can make using the service.
 - c. *Declined and Reversed Transactions.* We may decline to complete a transfer if: (i) we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (ii) we are unable to authenticate the sender or intended recipient; (iii) there are insufficient available funds for the transfer; (iv) the transfer instruction is unclear, ambiguous or incomplete; (v) we identify a security risk involving the transaction; or (vi) as otherwise stated in this agreement.

Transactions are final. Once sent and received, person to person payments cannot be reversed.

12. Bank Transfer Service

- a. *General.* You can use our bank transfer service to transfer money from another bank account at a U.S. financial institution to your Green Dot Bank issued account (your “Green Dot account”). We refer to these types of transfers as “Inbound Transfers.”
- b. *Account Verification.* We will verify your ownership of accounts at another institution by (i) accessing your account information at the other institution and/or (ii) asking you to provide proof of ownership.

If we verify your ownership of an account by asking you to provide us with information (e.g., your username and password), you agree that you are providing that information to us and to our vendor directly so that they and we can access information about your other account online.

You authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your accounts at other financial institutions, communicating with others regarding your instructions, and processing your transfers. You represent to us that: (i) the financial institutions you designate have expressly agreed to (or do not prohibit) those actions by us; (ii) you have the authority to grant us the right to conduct those activities; (iii) you are authorized to conduct transfers to and from the accounts you designate for the service; (iv) the information you provide to us regarding your accounts at other institutions is accurate and complete; (v) you are an owner and authorized signer on such accounts, and the account is titled in your name; and (vi) no other person’s authorization is required for us to process your requested transfers.

Other institutions that you choose to transfer money from may contact us to verify information about an account or transaction. You agree that we may provide any information needed to verify your instructions or otherwise process a transfer.

Not all types of accounts are eligible for the service. Be sure to check with us and other financial institutions for restrictions regarding transfers among your accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

- c. *Minimum and Maximum Transfer Amounts.* The minimum amount of any single Inbound Transfer is \$1, and the maximum amount of any single Inbound Transfer is up to \$100 for your first Inbound Transfer, and up to \$1,000 per day for each subsequent Inbound Transfer. A rolling 30-day aggregate limit of transfers up to \$3,000 also applies. The minimum and maximum amounts are subject to change. You may be eligible for a higher maximum aggregate transfer amount; if you are, we will disclose the higher limit at the time you use the service. We will notify you as required by law if these limits decrease, but we may change these limits below the amounts stated above or cancel your transfers without prior notice as described below in “Suspension and Reinstatement of Bank

Transfer Service.”

- d. *Inbound Transfers.* You may transfer funds from a bank account that you maintain with another U.S. financial institution to your Green Dot account. When you initiate a transfer from the other bank account, you authorize us to withdraw the funds from your other account. You agree that you will have sufficient funds in your other bank account to cover all Inbound Transfers that you set up.

You acknowledge that there will be a delay between the time you are notified of a pending transfer and the date funds are deposited to your Green Dot account. Although we may use any means to execute your instructions, we normally use the automated clearing house (ACH) to transfer funds. It then takes up to 4 business days before the funds are deposited to your Green Dot account. If you have already initiated an Inbound Transfer, you may not initiate another Inbound Transfer until five days after the date the previous Inbound Transfer funds post to your Green Dot account.

The cutoff time for submitting transfer instructions is 9:30 p.m. (Pacific Time). Instructions received after the cutoff hour or on a non-business day may be processed by us on the next business day. Transactions scheduled to be processed on a weekend or bank holiday will be processed on the next business day.

- e. *Declined and Reversed Transactions.* We may decline to complete a transfer if: (i) we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (ii) we are unable to authenticate either your Green Dot account or your other bank account; (iii) there are insufficient available funds for the transfer; (iv) the transfer instruction is unclear, ambiguous or incomplete; (v) we identify a security risk involving the transaction; or (vi) as otherwise stated in these terms. If we have begun a transfer, and it is rejected for any reason, we will notify you and attempt to return the funds to the other bank account.

In addition to the limits disclosed above, all bank transfers may be reviewed by us for fraud and security reasons. We are not responsible for any losses or damages that may result from our delay or cancellation of a transfer, or for any failure to notify you of such delay or cancellation.

You authorize us to return funds to the other bank account if we are advised by the financial institution or the company processing the transfer that the transfer was not authorized by, was made to your Green Dot account in error, or that there were insufficient available funds in the other account for the transaction.

- f. *Indemnification/Limited Liability.* You agree to indemnify us and our agents from all claims, liabilities, losses, expenses and damages, including attorney’s fees, arising out of any action we take pursuant to your instructions or your violation of these terms or

applicable law. We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner.

- g. *Suspension and Reinstatement of Bank Transfer Service.* In the event that we at any time incur a problem with your use of the bank transfer service, including without limitation, (i) the inability to debit any of your account(s) or to collect with respect to any of your bank transfers as described above, (ii) if you breach this or any other agreement with us, (iii) we have reason to believe there has been or may be an unauthorized use of your Green Dot account, (iv) we are unable to verify your identity or authority to use the service to our satisfaction, (v) your Green Dot account is not in good standing, or (vi) we believe that your use of the service could expose Green Dot to increased risk, and without limiting any other right or remedy that we may have under this agreement or otherwise, we reserve the right to suspend or terminate your right to use the service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect us from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the service.

13. High-Yield Savings Account

- a. *General.* If your account is in good standing, you will have access to the accompanying high yield savings account (the “High-Yield Savings Account” or “Savings Account”) via our Website and Mobile App. There is no requirement to maintain a balance in the Savings Account and there is no minimum deposit required to earn the stated APY (as defined below). In addition, there are no fees applicable to the Savings Account. The Available Balance of your account does not include money in your Savings Account. If your primary deposit account is suspended, blocked, or closed, your Savings Account will also be suspended, blocked, or closed, as applicable, and you will not earn or be paid interest; provided, however, that, if your primary deposit account is suspended or blocked during the Savings Year (as defined below), and that suspension or block is subsequently lifted before the end of the Savings Year, your Savings Account will earn and be paid interest for that Savings Year, subject to the terms and conditions of this Section 13.
- b. *Transfers; Transfer Limitations.* You can only transfer money into and out of the Savings Account through your primary deposit account. The only way to access money in the Savings Account is to transfer it to your primary deposit account. Once you instruct us to transfer money from your primary deposit account to the Savings Account, that money will be unavailable for you to otherwise spend, withdraw, transfer, or access from your primary deposit account. You can transfer money between your primary deposit account and your Savings Account at any time, up to 20 times per day. Notwithstanding anything to the contrary in this agreement, we reserve the right at any time to require at least seven days’ written notice of an intended transfer of funds from your Savings Account to your primary deposit account.
- c. *Negative Balances.* Funds in your Savings Account may be used by the Bank to cure a negative balance in your primary deposit account or as otherwise provided in Section

14.s. titled “Security Interest and Setoff”. As such, if you have a negative balance in your primary deposit account as a result of account fees, overdrafts, or any other reason and you transfer money from your Savings Account to your primary deposit account, we will first apply the money you transfer to cover the negative balance. We will not use funds in your Savings Account to prevent an overdraft of your primary deposit account.

Therefore, if you have opted in to and are eligible for Overdraft Protection, you may incur overdraft fees if you overdraw your primary deposit account even if you have funds in your Savings Account.

- d. *Interest.* The current rate at which interest may be earned on the funds in your Savings Account, and the corresponding annual percentage yield (“APY”), is 2%. Interest is credited, according to the terms in this Section 13, upon completion of a 12-month period beginning from the date you acquire a Temporary Card (“Savings Year”). We calculate interest for a Savings Year by taking the average daily balance in your Savings Account for each day during that Savings Year and multiplying it by the rate in effect at the end of the Savings Year. **Interest will be applied up to a maximum average daily balance of \$10,000. You will not earn interest on any average daily balance that exceeds \$10,000.** Interest will be credited to the Savings Account in whole cents, after rounding to the nearest cent, only if the linked primary deposit account is open, has a positive balance and is in good standing at the conclusion of the Savings Year. **We may, at our discretion, change the interest rate, and the corresponding APY, at any time.** Because interest is credited to the Savings Account only after each Savings Year ends, the amount of accrued interest is not added to the balance of the Savings Account during the Savings Year. That means that accrued interest does not compound prior to being credited to the Savings Account.
- e. *Taxes.*
- i. *General.* You are responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with the interest paid on the Savings Account, as applicable.
 - ii. *Backup Withholding.* We may ask you to certify your name and social security number to avoid potential backup withholding and to report interest income paid to you in connection with the Savings Account. In addition, we may also ask you to certify that you are not subject to backup withholding. If the Internal Revenue Service (“IRS”) notifies us that we do not have a correct social security number for you, we may be required to withhold and remit to the IRS a percentage of interest paid to the Savings Account.

14. Additional Terms & Conditions

- a. *Adjustments.* We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or

keyed in the wrong amount or items you deposit are returned unpaid.

- b. *Account Contact Information Changes.* You agree to notify us immediately in writing of any change in your name, address, email address, phone number, or other contact information associated with your account. We may rely on our account records to determine the ownership of your account.
- c. *Compliance.* You agree not to violate the laws of the U.S., including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.
- d. *Conflicting Demands/Disputes.* If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (v) continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.
- e. *Consent For Us to Contact You.* Except to the extent prohibited by applicable law, you agree that we or our agents may contact you at any telephone number you provide to us, including your mobile phone number, and you agree to receive calls, including prerecorded or autodialed calls, and text messages. You understand that your service provider may charge you for these calls and messages.
- f. *Consent to Gather Information.* You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or its equivalent). You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other

subscriber status and device details, if available, to us and our service providers solely to verify your identity and prevent fraud. See our Privacy Policy for how we treat your data.

- g. *Cutoff Hours.* Except as otherwise expressly provided in this agreement, instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.
- h. *Death or Adjudication of Incompetence.* We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if you die or are adjudicated incompetent.

Without limiting any other provisions of this agreement, if we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an accountholder, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

- i. *Deposit Insurance.* Your account is insured up to the regulatory limits prescribed by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at www.fdic.gov.
- j. *Fax Instructions/Voicemail/E-mail.* We may, but are not required to, act upon instructions received by fax transmission, voicemail or e-mail. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us e-mails that contain any personal or account information.
- k. *Force Majeure.* We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, pandemics, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.
- l. *Governing Law.* To the extent this agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.
- m. *Inactive Accounts.* For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. We may transfer (escheat) funds in your account to the appropriate state if no activity occurs in the account or you fail to communicate

with us regarding your account within the time period specified by state law. We may consider an account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the appropriate state, you may file a claim with the state to recover the funds.

- n. *Legal Process.* We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account. You agree to reimburse us for any cost or expense, including attorneys' fees, which we incur in responding to legal process related to your accounts. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.
- o. *Limitation on Time to Bring Action.* Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues.
- p. *Other Agreements.* You may have another agreement with us that, by its terms, supersedes this agreement in whole or in part.
- q. *Power of Attorney.* You may appoint an attorney-in-fact for your account and also revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with applicable state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction. You can revoke your power of attorney by sending a written notice to us. We assume no duty to monitor the actions of your attorney-in-fact to ensure that he or she acts for your benefit.

- r. *Returned Items/Transactions.* If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in question (see "General Information About Deposits & Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned

or charged back to us in accordance with any law, regulation, funds transfer system or clearinghouse rule.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with any item or transaction, we may charge the item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

- s. *Security Interest & Setoff.* You grant us a security interest in your account, including all current and future deposits, for amounts owing to us now and/or in the future under this agreement or any other agreement you have with us. We may charge or set off funds in your account, which can include, but is not limited to, funds in your Savings Account or accrued unpaid interest earned on your Savings Account, for any direct, indirect and/or acquired obligations that you owe us now and/or in the future, regardless of the source of the funds in your account, to the fullest extent permitted by law. If you have a negative balance in your account due to your use of Overdraft Protection or for other reasons discussed in Section 8 titled “We Use The Available Balance Method” or Section 9 titled “Discretionary Overdraft Protection”, we will automatically deduct the negative balance amount from any current or future funds in your primary deposit account, your Savings Account, or any other account you open or maintain with us.
- t. *Severability.* If any of the provisions of this agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.
- u. *Telephone and Electronic Communication Monitoring/Recording.* We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.
- v. *Termination/Closing Your Account.* We may close your account if the account balance is zero or negative. We may also terminate your account relationship with us at any time, with or without cause, with or without notice. If the funds are not withdrawn from your account prior to the termination of your account, we may send a check for the account balance to you at the last address we have on file for your account or return the account balance to you via any other method we select in our discretion. We may dishonor any item or transaction presented for payment after your account is closed. Notwithstanding the foregoing, you remain responsible for such items and transactions, which may be treated as overdrafts.
- w. *Cardless Funds Access Service.* If your Card is lost or stolen or you close your account, we may allow you, at our discretion, to withdraw funds from the Available Balance of your account via certain disbursement methods, subject to certain eligibility requirements, fees, and limits, as described below (“Cardless Funds Access Service”).

We may modify the eligibility requirements, fees, and limits or suspend, restrict, discontinue, or prohibit your use of the Cardless Funds Access Service at any time, and we will provide notice of any changes as required by applicable law. If available, you may access the Cardless Funds Access Service on our Website or via our Mobile App.

- i. *Eligibility.* To use the Cardless Funds Access Service, your account must be open (even if you intend to close your account) and in “good standing” (i.e., not blocked or suspended for fraud or any other reason). In addition, unless otherwise stated herein, you will not be able to use the Cardless Funds Access Service if the Available Balance of your account is less than the minimum amount required for disbursement, including any applicable fees. Certain disbursement methods may require you to present or submit your state-issued ID or other identifying documentation or information to allow us or a retailer to verify your identity prior to disbursing the funds requested.
- ii. *Cardless Funds Access if Card is Lost or Stolen.*
 1. *Disbursement Methods.* After you have reported your Card lost or stolen and requested a new replacement Card, we may allow you to withdraw cash from the Available Balance of your account, after debiting the cardless funds pick-up fee and any other applicable fees, at a participating retailer as further described in the Cardless Funds Access Service feature on our Website or in our Mobile App (“Lost/Stolen Cash Pick-Up”).
 2. *Limits.* The minimum amount of cash you can withdraw from the Available Balance of your account using Lost/Stolen Cash Pick-Up is \$20 per transaction, and the maximum amount of cash you can withdraw from the Available Balance of your account using Lost/Stolen Cash Pick-Up is \$500 per transaction. In addition, you may not withdraw more than \$1,500 in any rolling 24-hour period, or \$3,000 in any rolling 7-day period, from the Available Balance of your account using Lost/Stolen Cash Pick-Up. In no event can you use Lost/Stolen Cash Pick-Up to withdraw an amount greater than the Available Balance of your account, plus any applicable fees. You may not use Lost/Stolen Cash Pick-Up for more than 10 business days after you report your Card lost or stolen.
- iii. *Cardless Funds Access Upon Account Closure.*
 1. *Disbursement Methods.* If you elect to close your account, we may allow you to withdraw cash from the Available Balance of your account, after debiting the cardless funds pick-up fee and any other applicable fees, at a participating retailer as further described in the Cardless Funds Access

Service feature on our Website or in our Mobile App (“Account Closure Cash Pick-Up”).

2. *Limits.* The minimum amount of cash you can withdraw from the Available Balance of your account using Account Closure Cash Pick-Up is \$20, and the maximum amount of cash you can withdraw from the Available Balance of your account using Account Closure Cash Pick-Up is \$2,999. In no event can you use Account Closure Cash Pick-Up to withdraw an amount greater than the Available Balance of your account, plus any applicable fees.
- x. *Transfers/Assignments.* Unless otherwise agreed by us in writing, your account is non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to your account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.
 - y. *Unauthorized Transactions and Errors.* If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us immediately by telephone and promptly in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the transaction number, the amount, and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 14 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. See the “Electronic Fund Transfers; Other Rights & Terms” section.)

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed

loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (i) by the amount of the loss that is caused by your own negligence or lack of care; (ii) to the extent that damages could not have been avoided by our exercise of ordinary care; and (iii) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this agreement.

(Note: Different notice and liability rules apply to certain electronic fund transfers. See the "Electronic Fund Transfers; Other Rights & Terms" section.)

- z. *Waivers.* We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this agreement.
- aa. *Termination or Suspension of Service.* We may suspend or terminate your access to or use of any or all of our services at any time without cause in our sole discretion. We may immediately suspend your use of our services if you breach this or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your account.

15. Dispute Resolution

- a. ***Acknowledgment of Arbitration.* Your account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By opening your account, you acknowledge that you are giving up the right to litigate**

Claims (as defined below) if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) your Card or account; (ii) any service relating to your Card or account; (iii) the marketing of your Card or account; (iv) this agreement, including the validity, enforceability, interpretation, scope, or application of this agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to your Card or account or any related service (“Claim”) shall be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association (“AAA”) shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at www.adr.org or by writing to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot Corporation or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Exceptions. We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank’s right to interplead funds in the event of claims to account funds by several parties.

Individual Claims Only. Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, co-

applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

Arbitration Fees. If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration shall follow the AAA's rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA's rules and procedures and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Appendix A

Online and Mobile Banking Agreement

- 1. Introduction.** This Online and Mobile Banking Agreement (“*Agreement*”) sets forth the terms and conditions that apply to your access and use of the Green Dot bank account online and mobile banking services (“*Service*”) provided by Green Dot Bank, Member FDIC. In this Agreement, “*you*” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “*we*,” “*us*” and “*Green Dot*” refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. The Service is made available to you via the website, located at <https://www.greendot.com> (“*Website*”) and the Green Dot mobile application (“*Mobile App*”). **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE WEBSITE OR MOBILE APP. DO NOT USE THE SERVICE VIA THE WEBSITE OR MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Service, you represent that you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Website or the Mobile App. This Agreement may be amended by posting a new version to the Website and the Mobile App, which version will be effective upon posting.
- 2. Our Service.** The Service may allow you to access a variety of features through the Website or Mobile App from time to time, and subject to your eligibility to use such features.
- 3. Your Equipment.** To use the Service, you must have the browser and equipment described in the [Electronic Communications Agreement](#). You are responsible for the selection, installation, maintenance, and operation of your computer, mobile devices and software. We are not responsible for any errors, failures, or malfunctions of your computer, mobile devices or software, or for any computer virus or related problems that may occur with your use of the Service. You are responsible for ensuring that your computer, mobile devices and software are compatible with the Website, Mobile App, and other system requirements. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile devices and mobile operating systems. Note: Some browser software may store usernames and security codes to facilitate the future use of a website. For security reasons, you agree to disable this feature in your browser. Check your browser’s “Help” screen for more information on this feature.
- 4. Website and Mobile App Terms of Use.** The Mobile Application Terms of Use (“Mobile App Terms of Use”) applies to your access and use of the Mobile App. We have the right to terminate or suspend your access to or use of the Mobile App, with or without notice, in the event that you violate the Mobile App Terms of Use. In case of any discrepancy between this Agreement and the Mobile App Terms of Use, the terms of this Agreement will prevail.

Proprietary Rights; Use of Content. The Website and Mobile App are owned and operated by Green Dot or its affiliates, licensors and/or third party service providers (the “Green Dot Parties”) and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing on the Website or Mobile App (collectively, “Content”) are the property of Green Dot or the Green Dot Parties, and are protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing on the Website or Mobile App are the property of Green Dot or the Green Dot Parties. You may not make any use of any Content or Marks without the prior written consent of Green Dot. No Content from the Website or Mobile App may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

Your Conduct. In using or accessing the Service you agree: (i) not to use the Service for fraudulent purposes; (ii) not to "spam" others or "phish" for others' personal information; (iii) not to create or use a false identity; (iv) not to disrupt or interfere with the security of, “deeplink”, attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (v) not to disrupt or interfere with any other user’s enjoyment of the Service; (vi) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (vii) not to use meta tags or any other “hidden text” utilizing a Mark; and (viii) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any applicable law or regulation.

Third Party Websites and Services. The Website and Mobile App may contain links to third party websites and services, over which Green Dot has no control. You acknowledge and agree that Green Dot does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. Green Dot is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third party websites and services.

Termination; Modification. Green Dot reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, and to block or prevent future access to and use of the Service for any reason. Green Dot may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that Green Dot shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

5. **Disclaimer.** GREEN DOT MAKES NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICE, THE WEBSITE, THE MOBILE APP, OR ANY, CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN ("*GREEN DOT MATERIALS*"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GREEN DOT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR

STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE GO BANK MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. GREEN DOT DOES NOT WARRANT THAT THE GREEN DOT MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GREEN DOT MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE GREEN DOT MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GREEN DOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE GREEN DOT MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Green Dot will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, pandemics, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Green Dot's reasonable control.

6. **Limitation of Liability.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
7. **Hours of Operation.** You can access automated account information through the Service seven days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
8. **Privacy.** Please see our [Privacy Policy](#) and Technology Privacy Statement for information about how we collect, use and disclose your information.
9. **Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

- 10. Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
- 11. Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Any indemnification required by this Agreement shall survive its termination.

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