## CARDHOLDER AGREEMENT

This Cardholder Agreement (this "*Agreement*") is between you and Green Dot Bank, the issuer of your Card. This Agreement includes all appendices attached hereto and any other terms and conditions incorporated by reference.

In this Agreement, the words "you," "your," "Cardholder" and mean the owner of the Card and, if applicable, any second cardholder. "Bank," "we," "us," and "our" mean Green Dot Bank, the issuer of the Card or anyone to whom we assign our rights. "Green Dot" means Green Dot Corporation, the third party that administers the Card program on behalf of the Bank. "Card" means, as applicable: (i) the limited use starter card that came in the account starter package at a retail location or the limited use starter card or card number that you may receive when you sign up online ("limited use starter card") and (ii) the personalized card that you may receive after registration or if you sign up online (your "Personalized Card"). Your "Account" consists of: (i) a "primary" noninterest-bearing transactional account linked to your Card that may receive incoming deposits and other credits and from which you may withdraw and/or spend money (your "Card account") and (ii) a "savings account," which is an interest-bearing account that is linked to the Card account and may be used to store money (your "High-Yield Savings Account" or "Savings Account"). Deposits to the High-Yield Savings Account can only be made by transferring money from the Card account into the High-Yield Savings Account, and withdrawals from the High-Yield Savings Account can only be made by transferring money from the High-Yield Savings Account into the Card account. Your Account may also have various balances that are linked to the Card account, including the "cash back bonus" balance that accrues earned cash back ("Cash Back") and/or other promotional credits through the ongoing use of your Account. The accrued total amount of the Cash Back bonus money belongs to the Bank and does not belong to you until the conditions for redeeming the accrued Cash Back bonus have been met. At that time, the amount of the Cash Back bonus, as adjusted for returns, reversals, voided sales, and ineligible purchases, will become your property and may be transferred to your Card account under the terms and conditions of the Cash Back program, as explained later in this Agreement.

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

| All fees      | Amount | Details  |
|---------------|--------|--|
| Get started   |        |  |
| Card purchase | \$1.95 | This fee may be lower depending on where the limited<br>use starter card is purchased or acquired. This fee is<br>not deducted from your Card account and will not be<br>reflected in any transaction histories.   |
| Monthly usage |        |  |
| Monthly fee   | \$7.95 | Monthly fee is waived if you spend \$1,000 or more<br>using your Card in the previous monthly period<br>(excluding ATM and teller cash withdrawals,<br>payments conducted at <u>www.greendot.com</u> or via our<br>mobile app (such as bill payments), check or ACH<br>payments, funds transfers to another account, quasi-<br>cash transactions (i.e., the purchase of items that |

# List of All Fees for the Green Dot® Unlimited Cash Back Visa® Prepaid Card

|  |        | convert to or substitute for cash, such as money<br>orders, travelers checks, casino chips, etc.), and<br>purchases of gift or prepaid cards). If you purchased a<br>limited use starter card at a retail location, your first<br>monthly fee will be assessed upon the earlier of: (i)<br>the first use of your Card or (ii) the day after you<br>register your Account. If you sign up for your Card<br>online, your first monthly fee will be assessed when<br>your Card is initially loaded with funds. Subsequent<br>monthly fees will be assessed on the same day of each<br>month. Each monthly period begins the day your<br>monthly fee is assessed and ends the day before your<br>next monthly fee is to be assessed. If you purchased a<br>limited use starter card at a retail location and do not<br>use your Card or register your Account, your first<br>monthly fee will be assessed beginning 90 days after<br>the date you purchased your account starter kit. |  |  |  |  |
|--|--------|---|--|--|--|--|
| Add money                                |        |   |  |  |  |  |
| Cash reload                              | \$5.95 | This fee can be lower depending on how and where<br>you reload your Card. Fees of up to \$5.95 may be<br>collected by other reload agents when reloading your<br>Card at their locations. This fee is charged by the<br>reload agent and is subject to change. This fee is not<br>deducted from your Account and will not be reflected<br>in any transaction histories. Reload locations may be<br>found at <u>www.attheregister.com</u> .  |  |  |  |  |
| Get cash                                 | 1      |   |  |  |  |  |
| ATM withdrawal (in-<br>network)          | \$0    | "In-network" refers to all ATMs in our network that<br>are surcharge-free. To find an in-network ATM, log in<br>to your account at <u>www.greendot.com</u> or via our<br>mobile app.  |  |  |  |  |
| ATM withdrawal (out-of-network)          | \$3.00 | This is our fee. When you use an out-of-network<br>ATM, you may also be charged a fee by the ATM<br>operator, even if you do not complete a transaction.<br>"Out-of-network" refers to all ATMs outside of our<br>network of surcharge-free ATMs, and "in-network"<br>refers to all ATMs in our network that are surcharge-<br>free. To find an in-network ATM, log in to your<br>account at <u>www.greendot.com</u> or via our mobile app.   |  |  |  |  |
| Teller cash withdrawal                   | \$3.00 | This is our fee for a cash withdrawal via a teller at a participating bank.   |  |  |  |  |
| Information                              |        |   |  |  |  |  |
| ATM balance inquiry (in-<br>network)     | \$0    | "In-network" refers to all ATMs in our network that<br>are surcharge-free. To find an in-network ATM, log in<br>to your account at <u>www.greendot.com</u> or via our<br>mobile app.  |  |  |  |  |
| ATM balance inquiry (out-<br>of-network) | \$0.50 | This is our fee. When you use an out-of-network ATM, you may also be charged a fee by the ATM   |  |  |  |  |

|                                       |         | operator. "Out-of-network" refers to all ATMs outside<br>of our network of surcharge-free ATMs, and "in-<br>network" refers to all ATMs in our network that are<br>surcharge-free. To find an in-network ATM, log in to<br>your account at <u>www.greendot.com</u> or via our mobile<br>app. |  |  |
|---------------------------------------|---------|--|--|--|
| Using your card outside the U.S.      |         |  |  |  |
| International transaction             | 3%      | Of the U.S. dollar amount of each transaction.   |  |  |
| Other                                 |         |  |  |  |
| Paper checks                          | \$5.95  | For a pack of 12 checks.   |  |  |
| Card replacement (regular delivery)   | \$5.00  | Per lost, stolen, or damaged Card replaced on a non-<br>expedited basis (generally within 7-10 business days).   |  |  |
| Card replacement (expedited delivery) | \$15.00 | Fee charged each time you request a replacement Card<br>to be delivered to you on an expedited basis (generally<br>within 3 business days). Charged in addition to the<br>Card replacement fee for regular delivery.   |  |  |
| VIP upgrade                           | \$4.95  | This is a monthly fee for exclusive benefits. Charged<br>at the same time, and in addition to, the monthly fee.  |  |  |

Register your Account for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Green Dot Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Green Dot Bank fails, if specific deposit insurance requirements are met and your Account is registered. See

*fdic.gov/deposit/deposits/prepaid.html* for details. Green Dot Bank operates under the following registered trade names: 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.

No overdraft/credit feature.

Contact Green Dot Bank by calling (866) 795-7597 or the number on the back of your Card, by mail at P.O. Box 5100, Pasadena, California 91117, or visit <u>www.greendot.com</u>.

For general information about prepaid accounts, visit *cfpb.gov/prepaid*. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit *cfpb.gov/complaint*.

# **Getting Started**

*Personal Information You Will Need to Provide*. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. As such, when you apply for an account with us, the Bank will require you to complete a registration process during which you will be required to provide your name, address, date of birth, Social Security Number, phone number, and other information that we believe, in our sole discretion within compliance with applicable law, will allow us to identify you. In addition, when you try to register your Account and from time to time thereafter, we may 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 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 Personalized Card, verifying your email address or mobile phone, or uploading an image of your state-issued ID for verification.

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 that requires such specific authorization. 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. See our Privacy Policy for how we treat your personal information.

If we verify your identity, your Account will be registered to you. If applicable, we also will request identifying information for any second cardholder, including, but not limited to, the full name and date of birth for any second cardholder. See "Registering Your Account" below to learn how to register your Account.

If you purchased an account starter package at a retail location containing a limited use starter card and we subsequently cannot verify your identity or for any other reason decide not to open an Account in your name, we may, in our sole discretion, allow you to use that limited use starter card as a means to access and spend the money you loaded to that card and that was intended to become your initial deposit to your new account. This limited use starter card is not an FDIC-insured bank account held in your name and will have no utility or functionality except the ability for loaded funds to be spent off at select merchants where that card's brand mark is accepted. Money you load to this limited use starter card is not redeemable for cash and no form of credit back to you will be made by the Bank, Green Dot, or any other party beyond allowing you to spend the money loaded to make purchases at a limited set of merchants where that card's brand mark is accepted. Please see Appendix A for more information about limited use starter cards.

*Registering Your Account.* If you purchased a limited use starter card at a retail location or received a limited use starter card after signing up online, you must try to register your Account before it can be used by providing certain information as described above. It is important to register your Account as soon as possible. Until you register your Account and we verify your identity, we are not required to research or resolve any errors regarding your limited use starter card and the money in your limited use card will not be eligible for FDIC insurance. In addition, as described in this Agreement, certain Account features, functionality, and services are only available for registered Accounts. To register your Account, go to www.greendot.com or our mobile app. As described above, we will ask you for identifying information about yourself so that we can verify your identity. Once we verify your identity, we will address errors related to your Account as set forth below in "In Case of Errors or Questions About Your Registered Account."

#### **High-Yield Savings Account**

*General.* If you have registered your Account, you will also have access to the High-Yield Savings Account via our mobile app. If you do not have access to the Green Dot app for any reason, you will not be eligible to use the savings account. There is no minimum balance requirement for, and no fees applicable to, your High-Yield Savings Account.

*Transfers; Transfer Limitations.* You can only transfer money into and out of the savings account through your Card account. The only way to access money in your High-Yield Savings Account is to transfer money held in your savings account into your Card account by using the app. If your Card account is suspended, blocked or closed, your High-Yield Savings Account will also be suspended, blocked or closed. Funds in the savings account may be used by the Bank to cure a negative balance in your Card account. As such, if you have a negative balance in your Card account, we will first apply the money you transfer to cover your negative balance. For security reasons, we may impose limits on the numbers of transfers back and forth between your linked accounts in our sole discretion.

*Interest.* While we reserve the right to change the interest rate at any time, your Green Dot Bank High-Yield Savings Account currently pays 3% annual interest (3% Annual Percentage Yield). You can transfer money into and out of your Card account and your Savings Account at any time using the app. Funds moved back and forth are generally credited instantly. You will be able to view the current balance in your Savings Account on the home page of the app. For the purposes of the Savings Account, a "*Savings Year*" is 12 monthly periods from the time your Account was registered. The 3% annual interest is credited to your Savings Account after the completion of each Savings Year. On or about the anniversary of each Savings Year, we will calculate the average daily balance held in your savings account for each of the prior 365 days. We will then multiply that average daily balance by 3% (or the interest rate in effect at that time). That amount will then be credited to your savings account. You can keep the credited interest in the savings account and let it accountate more interest at the end of the next Savings Year or you can transfer the interest into your Card account using the app.

The only requirement to earn your annual interest payment is that your Card account must be in good standing, meaning that it has a positive balance (not a negative balance) and the account cannot be blocked for fraud or any other reason.

Interest will be applied to a maximum average daily balance of \$10,000. You will not earn interest on any average daily balance that exceeds \$10,000. We may, at our sole discretion, at any time, change the interest rate paid on the principal balance of your High-Yield Savings Account and the corresponding annual percentage yield for new accounts. If you close your account before the annual interest is credited to your High-Yield Savings Account, you will not receive the interest.

*Taxes*. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with the interest paid on your High-Yield Savings Account.

# Cash Back Bonus

*General.* Once you have registered your Account, you will be eligible to earn a Cash Back bonus on qualifying in-app and online purchases made with your Card. Please see Appendix B for the full terms and conditions applicable to the Cash Back program.

#### **Using Your Card**

*Charges to Your Card and Receipts.* Your Card is linked to your Card account. Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the

money on your Card account. You should get a receipt at the time you make a transaction or obtain cash using your Card. However, you may not get a receipt for some small transactions.

*How to Get Card Balance and Transaction History.* You may obtain information about the amount of money you have remaining on your Card account by calling (866) 795-7597 or the number on the back of your Card. This information, along with a 12-month history of Account transactions, is also available at <u>www.greendot.com</u>. If your Account is registered with us, you also have the right to obtain at least 24 months of written history of Account transactions at no charge by calling (866) 795-7597 or the number on the back of your Card or by writing us at: Written History Request, P.O. Box 5100, Pasadena, California 91117. If you submit your request in writing, include your name and Card number. You will not automatically receive periodic or paper statements for your Account.

*Direct Deposits.* You may obtain a direct deposit enrollment form at <u>www.greendot.com</u> or by calling (866) 795-7597. If you have arranged to have direct deposits made to your Card account at least once every 60 days from the same person or company, the person or company making the payment should tell you every time they send the direct deposit to your Card account. You can also visit <u>www.greendot.com</u> or call us at (866) 795-7597 to find out whether or not the deposit has been made. Funds from direct deposits will generally be available on the day the Bank receives the transfer. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, the 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.

*How to Close Your Account.* Simply spend down the amount on your Card, cut it up, and throw it away. You may close your Account at any time at <u>www.greendot.com</u> or by calling (866) 795-7597 or the number on the back of your Card.

### Limits on the Use of Your Account

*Your Obligation for Negative Balances.* You must keep enough money in your Card account to pay for each transaction. You are responsible for any amount that is charged in excess of your Card account balance. If you have a negative balance on your Card account, we may deduct the negative balance amount from any current or future funds on your Card account, your High-Yield Savings Account, or any other card or account you register or maintain with the Bank.

*Load/Reload Limitations.* The maximum daily cash reload limit is \$3,000, but maximum in-store reload limits also apply. We reserve the right to accept or reject any request to reload your Card account at our sole discretion. Only the primary cardholder may reload the Card account.

General Limits on the Use of Your Account. The Bank reserves the right to impose limits on the individual and aggregate number of transactions and the corresponding dollar amounts that may be transacted through your Card account, subject to applicable law. You may not spend more than \$10,000 per day using your Card. You may withdraw up to \$500 in cash in a single day, unless otherwise indicated. Your Card cannot be used at ATMs outside the 50 states of the United States, the District of Columbia, and Puerto Rico (collectively, the "U.S."). We also reserve the right to limit or block the use of the Card in certain foreign countries in our sole discretion due to fraud or security concerns or to comply with applicable law. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or

operator may impose additional withdrawal limits. In addition, to prevent fraud and maintain the security of your Card account, additional limits apply to the use of your Card account. For fraud and security reasons, we may impose additional limits, at any time and without notice, on the amount, number, and type of transactions you can perform with your Card account and on any funding or load of your Card account. The Card account is for personal use only. 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 the Card 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 the Card; and (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access your Card account. We may refuse to issue a Card, refuse to register an Account, refuse to allow you to sign up for an Account, revoke or suspend your Account privileges, or cancel your Card or Account with or without cause or notice, other than as required by applicable law. We may not mail you a Personalized Card. You cannot sell or transfer your Card 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, you are responsible for all transactions made by that person, even if they exceed the authorization granted.

*Money On Your Card May Be Held Until a Transaction is Completed.* When you use your Card 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. Until such transaction finally settles, you will not be able to use the money on your Card account that is "on hold." We will only charge your Card account for the correct amount of the final transaction, however, and we will release any remaining amount when the transaction finally settles.

### Mobile Check Deposit Service

Once you have registered your Account and satisfy our eligibility requirements, you may use our mobile check deposit service (the "*Mobile Deposit Service*").

We may process and collect images of paper checks that you submit using our mobile app ("*Check Images*") in any manner we choose in our sole discretion. The paper instrument to which the Check Image relates is called the "*Original Check*." Not all new or existing Cardholders are eligible to use the Mobile Deposit Service. There are qualification and enrollment requirements for participation in the Mobile Deposit Service, and we reserve the right to change the qualification and enrollment requirements at any time without prior notice. Not all types of smartphones will be able to use the mobile app. Your use of the Mobile Deposit Service and license to use the mobile app are subject to the terms of our Mobile Application Terms of Use.

If you make a check deposit before the close of business on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business (5 p.m. Pacific Time) or on a day we are not open, we will consider that the deposit was made on the next business day. We will generally make funds from your check deposits available to you five business days after the day of your deposit, assuming our systems determine the check to be authentic and negotiable and assuming your Account is eligible for the Mobile Deposit Service. Certain check deposits require manual review, and we may extend the hold period for these deposits. We may elect to extend the hold period for mobile deposits, for all or a portion of your deposit, for any reason with or without cause and will notify you if we do so. If requested, we may require you provide us with the Original Check within five business days of our request. A "sufficient copy" of an Original Check is a paper reproduction of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the

time the image was transmitted to us by means of the Mobile Deposit Service. You agree not to transfer, deposit, negotiate, or otherwise use any Original Check (or a copy of any Original Check) once you agree to deposit it through the Mobile Deposit Service. Once you transmit an Original Check to us, you agree to safeguard the Original Check from access by others. You agree to follow all other instructions provided by us for capturing and transmitting Check Images via the Mobile Deposit Service.

Not all types of checks are eligible to be deposited using the Mobile Deposit Service. Please see <u>www.greendot.com</u> or our mobile app for more information.

*Returned Deposits*. Any credit to your Card account for checks loaded using the Mobile Deposit Service is provisional. If a check deposited through the Mobile Deposit Service is dishonored, rejected, or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the Original Check and send you notification of the return. You will reimburse us for all losses, costs, damages, and expenses caused by or relating to the processing of the returned item. We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely. If the maker of a check or another third party makes a claim against us or seeks a re-credit with respect to any check processed through the Mobile Deposit Service, we may provisionally freeze or hold aside a like amount in your Account pending our investigation and resolution of the claim.

Disclaimer. WE AND THE LICENSORS OF THE MOBILE APP MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR OF MERCHANTABILITY, WITH RESPECT TO THE MOBILE DEPOSIT SERVICE OR THE MOBILE APP MADE AVAILABLE TO YOU. YOU WAIVE AND RELEASE US AND THE LICENSORS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR THE LICENSORS WARRANT THAT OPERATION OF THE MOBILE APP OR MOBILE DEPOSIT SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. YOU AGREE THAT YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

*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 MOBILE DEPOSIT 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.

Any claim, action, or proceeding by you to enforce the terms and conditions for the Mobile Deposit Service or to recover for any loss related to the Mobile Deposit Service must be commenced within one year (or two years if you are a resident of Texas) from the date that the event giving rise to the claim, action, or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Mobile Deposit Service.

*Indemnification.* You will indemnify, defend, and hold us, our vendors and our licensors, harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Check Images in accordance with the terms and conditions for the Mobile Deposit Service; (b) your actions or omissions, including your breach of any representation or warranty, or failure to comply with the terms and conditions for the Mobile Deposit Service; (c) any misuse of the Mobile Deposit Service by you; (d) your failure to comply with applicable state and federal laws and regulations; (e) actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of Check Images or information to us; or (f) any claim by a recipient of a substitute check (corresponding to a check processed through the Mobile Deposit Service) that the recipient incurred a loss due to: (i) the receipt of a substitute check instead of the Original Check, or (ii) multiple payments with respect to the same Original Check, based on any combination of the Original Check, the substitute check, and/or any paper or electronic copy of either.

*Errors*. You agree to notify us immediately of any suspected errors regarding items deposited through the Mobile Deposit Service, and in no event later than 60 days after the applicable transaction history is sent or otherwise made available to you. Unless you notify us within 60 days, such transaction history regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

*Notices.* You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your Account or transactions; (b) unauthorized transactions involving your Account; (c) a breach in the confidentiality of your online or mobile app login credentials; or (d) other problems related to the Mobile Deposit Service. We may provide notices to you at your address, electronically via the Mobile Deposit Service, via SMS text, or at the email address we show in our records. To change your email address or mobile phone number on file, log in to your online account or contact us for assistance.

*Compliance*. You agree to use the Mobile Deposit Service for lawful purposes and in compliance with all applicable laws, rules, and regulations.

*Termination or Suspension of the Mobile Deposit Service.* We reserve the right to terminate the Mobile Deposit Service at any time without notice to you. We may suspend or terminate your use of the Mobile Deposit Service at any time, with or without cause in our sole discretion. We may suspend or terminate the Mobile Deposit Service without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the Mobile Deposit Service or unauthorized activity involving your Account; or we are uncertain regarding the authorization, completeness, or accuracy of Check Images sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to process Check Images transmitted to us prior to the termination date or your obligation to indemnify us.

#### **Check Writing**

*Checks.* Once you have registered your Account and satisfy our eligibility requirements, you may order a book of checks from us that may be used to access funds available in your Card account. You are responsible for verifying the accuracy of all information shown on your checks. If you

find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks. We will reject any checks that you do not purchase through us, such as checks you order from a check printing service.

You agree to safeguard your blank and canceled checks and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your Account and transfer the balance to a new Account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal agent relationship is not indicated on the check or instruction. We may honor checks drawn against your Card account by authorized account users, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty or obligation to investigate or question withdrawals or the application of funds by check or otherwise.

*Check Images.* Your original checks may be destroyed shortly after we process the checks, but we will maintain an image record of the checks for several years. We will not be responsible for any indirect, special, or consequential damages under any circumstances for our inability to provide copies of checks.

*Check Requirements.* We may refuse to pay any check that does not have the required signature. All checks written on your Card account must be drawn in U.S. Dollars. If your checks are presented for payment or acceptance on a weekend, a holiday, or after our check processing cutoff hour, we may treat them as if we had received them on the next business day.

*Discrepancies*. If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability.

*Post-dated Checks.* We do not honor post-dated checks in accordance with the date. Any check written and processed will be mechanically cleared in the normal course of our process when it is received.

*Order of Payments.* We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid the possibility of a rejected transaction, you should take steps to ensure that your Card account has sufficient funds to cover each of your transactions and our fees.

*Photocopies.* Checks and other items are sometimes lost during processing or while in transit. If an image or photocopy of a check or other item that appears to be drawn on your Card account is presented to us for payment in place of the original, we may pay the item if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed.

*Checks Bearing Notations*. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 60 days," "Two Signatures Required," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you

agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

*Check Processing Cutoff Hour.* If we receive an item for payment on a weekend, a holiday, or after 2:00 p.m. Pacific Time on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour is one hour after the opening of the business day following the business day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the business day following the business day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous business day.

#### **Bill Payment Service**

*General*. Once you have registered your Account and satisfy our eligibility requirements, you may make payments to others from your Card account using our bill payment service.

## Bill Payment Service Definitions.

"*Bill Payment Service*" means the bill payment service offered by the Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc., that you can access using your Card 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.

"*Debit Date*" is the day your Card 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.

*Service Fees and Additional Charges.* There is no service fee for using the Bill Payment Service. 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.

*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 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 five 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 Card account on the Debit Date to allow the payment.

*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 Card 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 Card account for payments returned to us by the U.S. 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 Card account on time or in the correct amount according to this Agreement, we will not be liable for your losses, costs, and 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 Card 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 that cover your Account. Provided none of these exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Card account or cause funds from your Card 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 Card account, or for directing any previously misdirected transactions to the proper Biller, and shall have no further liability with respect to same except as expressly provided in this section above.

*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.

*Limits on Bill Payments You Can Make.* You may not make a bill payment in an amount greater than \$10,000. Any payments you request will count against the daily dollar limit of purchases that you are permitted to make in a single day using your Card account, if any, and will be considered to occur on the Debit Date.

*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.

*Stop Payment Requests.* Our ability to process a stop payment request for a bill payment 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 bill payment that has already been processed via the Bill Payment Service, 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 business days prior to the Pay Date. We may require you to present your request in writing within 14 days. For any other bill payments, we will attempt to accommodate your request, but will have no liability for failing to do so.

*Prohibited Payments*. The following payments are prohibited through the Bill Payment Service: (i) payments to Billers outside of the U.S. and (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.

*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.

*Bill Delivery and Presentment*. The Bill Payment Service 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 email 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 email 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 Bill Payment 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 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 Bill Payment Service, we may send an email notification to the email address listed for your 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 Bill Payment 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 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.

The terms and conditions for the Bill Payment Service do not alter your liability or obligations that currently exist between you and your Billers.

# EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY.

THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION ARE 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 SECTION APPLY TO THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION.

EXCEPT TO THE EXTENT PROVIDED IN THE "PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE" SUBSECTION, 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 BILL PAYMENT SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BILL PAYMENT SERVICE.

*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.

*Failed or Returned Transactions*. In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your Card account. If we are unable to complete the transaction for any reason associated with your Card account (for example, there are insufficient funds in your Card account to cover the transaction), the transaction will not be completed and we will attempt to notify you.

*Biller Limitation.* We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will 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.

*Returned Payments*. In using the Bill Payment Service, you understand that Billers and/or the U.S. 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 Card account. You may receive notification from us.

*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).

*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 online at <u>www.greendot.com</u> or in our 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.

#### Person-to-Person Transfers

*General.* Once you have registered your Account and satisfy our eligibility requirements, you may use our Send Money person-to-person transfer service ("*Send Money P2P Service*") to send money to another person. When you use the Send Money P2P 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.

Sending and Receiving Funds. You can send and receive funds by following the directions in our mobile app. You may only send or receive up to \$1,000 per day and \$2,500 in any 30-day period using the Send Money P2P Service. For security reasons, we may also limit the number of transfers you can make using the Send Money P2P Service.

*Declined and Reversed Transactions.* We may decline to complete or delay a transfer: (a) if we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (b) if we are unable to authenticate the sender or intended recipient; (c) if there are insufficient available funds for the transfer; (d) if the transfer instruction is unclear, ambiguous, or incomplete; (e) if we identify a security risk involving the transaction; or (f) as otherwise stated in this Agreement.

*Transactions are final*. Once sent and received, person-to-person payments made using the Send Money P2P Service cannot be reversed.

# **Bank Transfer Service**

*General.* Once you have registered your Account and satisfy our eligibility requirements, you may use our bank transfer service ("*Bank Transfer Service*") to transfer money from another bank account at a U.S. financial institution to your Card account. We refer to these types of transfers as "*Inbound Transfers*."

*Account Verification.* We will verify your ownership of accounts at another institution by: (a) accessing your account information at the other institution and/or (b) 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: (a) the financial institutions you designate have expressly agreed to (or do not prohibit) those actions by us; (b) you have the authority to grant us the right to conduct those activities; (c) you are authorized to conduct transfers to and from the accounts you designate for the Bank Transfer Service; (d) the information you provide to us regarding your accounts at other institutions is accurate and complete; (e) you are an owner and authorized signer on such accounts, and the accounts are titled in your name; and (f) 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 Bank Transfer 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.

*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 for each subsequent Inbound Transfer. A rolling 30-day aggregate limit of transfers also applies, up to \$3,000 every 30 days. 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 Bank Transfer

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."

*Inbound Transfers*. You may transfer funds from a bank account that you maintain with another U.S. financial institution to your Card 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 Card 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 four business days before the funds are deposited to your Card 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 Card 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.

*Declined and Reversed Transactions.* We may decline to complete a transfer: (a) if we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (b) if we are unable to authenticate either your Card account or your other bank account; (c) if there are insufficient available funds for the transfer; (d) if the transfer instruction is unclear, ambiguous or incomplete; (e) if we identify a security risk involving the transaction; or (f) as otherwise stated in this Agreement. 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, was made to your Card account in error, or that there were insufficient available funds in the other account for the transaction.

*Indemnification/Limited Liability*. You agree to indemnify us and our agents from all claims, liabilities, losses, expenses and damages, including attorneys' fees, arising out of any action we take pursuant to your instructions or your violation of this Agreement 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.

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, (1) the inability to debit any of your account(s) or to collect with respect to any of your bank transfers as described above, (2) if you breach this Agreement or any other agreement with us, (3) we have reason to believe there has been or may be an unauthorized use of your Account, (4) we are unable to verify your identity or authority to use the Bank Transfer Service to our satisfaction, (5) your Account is not in good standing, or (6) we believe that your use of the Bank Transfer

Service could expose us 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 Bank Transfer 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 Bank Transfer Service.

# <u>Other Rights and Obligations Regarding Errors, Unauthorized Transfers, Failure to Make</u> <u>Transfers, and Pre-authorized Payments</u>

*In Case of Errors or Questions About Your Registered Account.* Telephone us at (866) 795-7597 or the number on the back of your Card or write to us at: Customer Care, P.O. Box 5100, Pasadena, California 91117 as soon as you can if you think an error has occurred in your registered Account. If writing us, a Transaction Dispute Form may be provided for your convenience at <u>www.greendot.com</u>. We must allow you to report an error until 60 days after the earlier of: (i) the date you electronically accessed your Account, provided the error could be viewed in the electronic history; or (ii) the date we sent the FIRST written history on which the error appeared. You may request a written history of your Card or by writing us at: Written History Request, P.O. Box 5100, Pasadena, California 91117. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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 registered Account within 10 business days for the amount you think is in error, so that you will have the use of the value during the time it takes us to complete the 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 credit your registered Account.

For errors involving new Accounts that have been registered or point-of-sale or foreign initiated transactions involving your registered Account, we may take up to 90 days to investigate your complaint or question. For errors involving new Accounts that have been registered, we may take up to 20 business days to provisionally credit your registered 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.

The error resolution provisions set forth in this section only apply if you have registered your Account. Once you register your Account, the error resolution provisions set forth in this section will apply to errors that occurred after the registration of your Account as long as you timely notify us of the errors as provided above. See "Registering Your Account" above to learn how to register your Account. If you need more information about our error resolution procedures, visit www.greendot.com or call us at (866) 795-7597 or the number on the back of your Card.

*Your Liability for Unauthorized 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 at <u>www.greendot.com</u> or by calling us at (866) 795-7597 or the number on the back of your Card is the best way of keeping your possible losses down. You could lose all the money in your Account. 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 registered Account 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 registered Account 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 your Account is registered and you use care in protecting your Card and notify the Bank immediately of any unauthorized use.)

Also, if your online or written transaction history shows transfers that you did not make, including those made by your Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after: (i) you electronically access your registered Account, if the transfers could be viewed in your electronic history, or (ii) the date we sent you the first written history of your registered Account transactions on which the transfers appeared, you may not get back any value on your registered Account that you lost after the 60 days if we can prove that we could have stopped someone from taking the value on your registered Account if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

The limited liability provisions set forth in this section only apply if you have registered your Account. Once you register your Account, the limited liability provisions set forth in this section will apply to unauthorized transactions that occurred after the registration of your Account as long as you timely notify us of the unauthorized transactions as provided above. See "Registering Your Account" above to learn how to register your Account.

You Must Notify Us of Lost or Stolen Cards/Unauthorized Activity. You agree to notify us of the loss, theft, or unauthorized disclosure of any number or PIN that might be used to access Account funds. If you believe your Card has been lost or stolen or that someone has transferred or may transfer value from your Account without authorization, contact us at the address, website, or phone number listed above in "In Case of Errors or Questions About Your Registered Account."

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. You agree that any unauthorized use does not include use by a person or merchant to whom you have given authority to use your Card, PIN, or Account and that you will be liable for all such uses by such person or merchant.

*Our Liability for Failing to Make Transfers.* If we do not complete a transaction 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.*). However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, your Card account has insufficient funds for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process); (ii) if the ATM where you are making the transfer does not have enough cash; (iii) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction; (iv) if a merchant refuses to honor the Card; (v) if circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (vi) if you attempt to use a Card that has not been properly

registered or activated; (vii) if the Card has been reported as lost, stolen, or compromised or has been suspended by us, if we have limited or revoked your Card privileges, or if we have reason to believe the transaction is not authorized by you; or (viii) as otherwise provided in this Agreement.

Right to Stop Pre-authorized Payments. If you have told us in advance to make regular payments with your Card account, you can stop any of these payments. Here's how: Call us at (866) 795-7597 or write us at: Customer Care, P.O. Box 5100, Pasadena, California 91117 in time for us to receive your request three business days or more before the payment is scheduled to be made. If we do not receive your request at least three business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop-payment request. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive the written request within 14 days after you call, we may honor subsequent payments with your Card account. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning one specific payment only. If you order us to stop one of these payments three business days or more 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 law. If these regular payments 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. Please note that the person you are going to pay may give you the option of receiving 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.

# **Other Rights and Terms**

*Disputes with Merchants.* Neither the Bank nor Green Dot is responsible for the delivery, quality, safety, legality, or any other aspect of goods and services that you purchase from others with your Card.

*Foreign Transactions.* If you conduct a transaction in a currency other than U.S. dollars, the merchant, network, or card association that processes the 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 the wholesale currency markets (note: this rate may be different from the rate the association itself receives) or (ii) a government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. In addition to the conversion rate, we will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the U.S. (including foreign websites).

*FDIC Insurance.* When you have registered your Account, the money credited to your Account will be held in a custodial account at the Bank on your behalf. The amount of money in this custodial account is insured to the maximum limit provided by the FDIC. If you do not register your Account with us, any funds credited to your Account will not be insured by the FDIC. Green Dot Bank also operates under the brands GoBank and Bonneville Bank. Deposits under any of these trade names are deposits with a single FDIC-insured bank, Green Dot Bank, and are aggregated for deposit insurance coverage.

*Substitute Checks*. You agree not to deposit substitute checks, as described below, or checks bearing a substitute check legal equivalence statement ("This is a legal copy of your check. You

can use it the same way you would use the original check.") to your Account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorneys' fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence; (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

You agree not to issue checks with features or marks that obscure, alter, or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We may convert original checks to substitute checks. The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this Agreement with respect to substitute checks.

#### Substitute Checks and Your Rights - Important Information About Your Account

#### What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

#### What Are Your Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced-check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

### How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at (866) 795-7597. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the transaction history showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- Your name and account number;
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date of the check, the name of the person to whom you wrote the check, and the exact amount of the check (dollars and cents).

*Telephone and Electronic Communication Monitoring/Recording.* You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

*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 the Card; and (viii) as permitted by our Privacy Policy. Please see our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

*Notices.* We may send notices to you at the last postal address we have on file for you in our records. If you signed up at <u>www.greendot.com</u> for electronic delivery of disclosures, we will send notices to you by email at the email address we have on file for you in our records. If you have more than one Card, we will send you only one notice.

*Change in Terms.* Subject to applicable law, we may at any time add to, delete, or change the terms of this Agreement by sending you a notice (unless otherwise stated in this Agreement that no notice shall be required). We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of your Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of your Account or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See "Notices" above for information on where we will send any such notices.

*Our Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.

*Governing Law/Jurisdiction.* This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Utah. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake City, Utah with respect to all controversies arising out of or in connection with the use of your Account and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award. Note: If our records reflect that the owner of the Account is a resident of Illinois, the laws of the State of Illinois, rather than Utah, shall apply to the extent federal law does not apply, and all controversies arising out of or in connection with the use of the Account and this Agreement that are not subject to arbitration or to confirm or vacate an arbitration award shall be brought by us in the state and federal courts of Illinois.

*Entire Agreement; Severability.* This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING YOUR ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limited Liability. UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR GREEN DOT SHALL BE LIMITED TO THE TOTAL AMOUNT CREDITED TO YOUR ACCOUNT.

#### **ARBITRATION NOTICE**

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

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 using your Card or registering 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 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) the Card or Account; (ii) any service relating to the Account; (iii) the marketing of the 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 the Card or Account or any related service ("Claim") shall be decided, upon the election of you or the Bank (or Green Dot 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 the AAA at: 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 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 10 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

# Limited Use Starter Card Terms & Conditions

These terms and conditions form a part of, and amend, the Cardholder Agreement that you were provided at account sign-up.

A limited use starter card is the card you receive in a Green Dot package you pick up at a retail store.

If you fail registration, the Bank will not open an account in your name and this limited use starter card can only be used to spend the loaded funds at a limited set of merchants. We call this a "limited use spend down card."

If you pass registration, then you can use your limited use starter card for ongoing spending, making deposits, making ATM withdrawals, and using other basic account services. You may also participate in the Cash Back Program and earn your Cash Back Bonus, as applicable. If you do not acknowledge receipt of the Personalized Card sent to your home, you may not be able to use most of your Account's powerful features.

# Appendix B

# **Cash Back Bonus Terms and Conditions**

These terms and conditions form a part of, and amend, the Cardholder Agreement applicable to your Account.

*Earning Cash Back*. When you register your Account, you are automatically enrolled in the Cash Back program.

If you acquired an account starter package at a retail store, you will start earning a Cash Back bonus on qualifying in-app and online purchases once you have successfully registered the limited use starter card inside the package and the Bank has opened your new Account. You will also receive a Personalized Card sent to your home address. Although you will earn Cash Back using your limited use starter card, we urge you to acknowledge receipt of the Personalized Card sent to your home and use it instead of the starter card because the Personalized Card is more secure and accepted in more places. When you receive the Personalized Card at home, you will need to follow the instructions on the card sticker to let us know you received the card. At that point, you will be able to start using your new Personalized Card and you will receive Cash Back when you make purchases at qualifying online and in-app merchants using that card.

If you failed registration and have a limited use spend down card, you will not be eligible to receive Cash Back on any purchases made with that limited use spend down card and we will not mail you a Personalized Card to your home.

Your Cash Back bonus equals 3% on total net qualifying online and in-app purchases made using your Card or your Card account number. Every time you make a purchase at a qualifying in-app or online merchant, we will add 3% of that purchase amount to your Cash Bank Bonus Balance. You will be able to view Cash Back earned in the app. For the purposes of the Cash Back Bonus Program, a "*Reward Year*" is 12 monthly periods from the time your Account was registered.

The only requirement to claim your Cash Back bonus money each year is that your Account must be in good standing, meaning that it has a positive balance (not a negative balance) and is not blocked for fraud or any other reason.

After the first Reward Year, each subsequent Reward Year will commence on the day after the end of the prior Reward Year.

You can only earn a Cash Back bonus when you make online and in-app purchases through the use of your Green Dot Card account. While nearly all online and in-app purchases qualify to earn rewards, there are some exclusions. The following purchases/transactions shall not be considered qualifying purchases for purposes of earning Cash Back:

- airline purchases,
- quasi-cash transactions (i.e. purchase of items that convert to or substitute for cash, such as digital wallets, person-to-person transactions, casino chips or transactions at online gaming sites, travelers checks, lottery tickets, etc.),

- the use of your Card to purchase gift cards or for funding another card or account,
- bill payments, either using your Card or using our online bill pay service,
- transferring funds from your Card or bank account to another bank account or credit card account, and
- transactions conducted at <u>www.greendot.com</u> or our mobile application (such as online bill payments or person-to-person transfers).

How *Cash Back Bonuses are Awarded.* We award Cash Back bonuses based on the information we receive from the merchant transaction codes we receive from the merchant's processing system when you make a purchase. These codes tell us whether that purchase happened at a store or some other physical place, or whether that purchase happened online or through an app. We pay the Cash Back bonus if our systems see that the purchase was online or in-app. Only the merchant (not us) can determine how to code their processing system. Occasionally, you may have made an in-app or online purchase, but the merchant transaction code indicates you made an in-store purchase. This may occur because the merchant considers your purchase to be an in-store purchase, such as an item purchased online but picked up in-store. We will only be able to credit the Cash Back bonus based on how the merchant decides to code your purchase. As a general guideline, we will apply the Cash Back bonus to your Cash Back bonus balance promptly after your qualifying purchase transaction is authorized, but could take up to 30 days, depending on the merchant's rules for when they charge your Card.

*How Returns, Reversals, Cancellations, or Disputes Impact Cash Back.* Returns, reversals, cancellations, or disputes involving a qualifying purchase, or a purchase that is authorized but does not post to your Card account, will result in your Cash Back being reversed, debited, or cancelled (in whole or part) to reflect that portion of the qualifying purchase which has been returned, reversed, cancelled, or disputed. Such returns, reversals, cancellation, or disputes may reduce or eliminate your Cash Back already earned. It may also cause a negative Cash Back balance amount may be debited from your Account if that amount has already been redeemed by you and posted to your Account balance.

*Redemption of Your Cash Back Balance*. Cash Back can be transferred from your Cash Back bonus balance into your Card account balance at the end of your Reward Year, provided you have a positive balance and your Account is not blocked and you have a positive balance at that time. Once you have redeemed your annual Cash Back Bonus, it will be applied as a credit to your Card account balance. Once redeemed, you can spend or save your Cash Back bonus just as you would your Card account balance. You must redeem all of your accrued Cash Back that is eligible for redemption. Cash Back that is eligible for redemption will expire after one year if not redeemed. If we or you close your Account for any reason, any non-redeemed Cash Back will be forfeited.

*Suspension/Termination of Your Participation in the Cash Back Program.* We reserve the right to suspend or prohibit your ability to earn, use, or redeem the Cash Back Bonus balance referenced above in the event you (i) violate any of the Cash Back bonus terms and conditions; (ii) act in a manner inconsistent with applicable laws; (iii) engage in any misconduct or wrongdoing in connection with your Account, Card, or the Cash Back bonus feature(s); (iv) structure purchases or conduct transactions with your Card to manufacture spend; or (v) engage in any fraudulent or

inappropriate use of your Account that is outside the typical usage of a bank account. Any Cash Back earned and/or accrued in violation of this Agreement may be revoked by us in our sole discretion. Your ability to earn, use, or redeem Cash Back will be terminated if either you or we place your Account in a status that does not permit you to deposit additional money. We may terminate, suspend, or modify the Cash Back Program at any time.

Rev. July 2019

| Monthly fee<br><b>\$7.95</b> <sup>†</sup>         | Per purchase | ATM withdraw<br>\$0 in-network<br>\$3.00 out-of |               | Cash reload <b>\$5.95*</b> |  |  |  |
|---|--------------|---|---------------|----------------------------|--|--|--|
| ATM balance inquiry (in-networkor out-of-network) |              |   | \$0 or \$0.50 |                            |  |  |  |
| Customer service                                  |              |   |               | \$0                        |  |  |  |
| Inactivity  |              | \$0   |               |                            |  |  |  |
| We charge 5 other types of fees.                  |              |   |               |                            |  |  |  |

<sup>†</sup> No monthly fee if you spend \$1,000 or more in previous monthly period.

\* This fee can be lower depending on how and where this card is used.

#### No overdraft/credit feature.

Register your card for FDIC insurance and other protections.

For general information about prepaid accounts, visit *cfpb.gov/prepaid*. Find details and conditions for all fees and services in the cardholder agreement.