GREEN DOT BANK ACCOUNT

DEPOSIT ACCOUNT AGREEMENT

WELCOME!

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

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

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

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

1. Getting Started

    a. *General Information*. Your account is a deposit account. Once you open your account and make the initial deposit, you will receive a Mastercard or Visa debit card ("Card") that is linked to your account. Money in your account, including any money you put in the Money Vault, will not earn interest. Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation, or FDIC.

    b. *Opening an Account*. To open and use an account, you must be 18 years of age or older and a citizen or lawfully residing in one of the 50 states of the United States, the District of Columbia, or Puerto Rico (collectively, the "U.S." or "United States"). To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for your name, address, date of birth, social security number, phone number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents, both at account opening and for additional verification after your account is opened, and we may ask you to verify your email address and/or mobile phone number, either to open your account or in order to use certain services.

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

    If you purchased a Green Dot Bank package at a retail store, and we cannot verify your identity or for any other reason, we may, in our sole discretion, allow you to have a limited-use account for the purpose of spending your initial deposit. As such, a limited-use account cannot use the funds disbursement options available for the Cardless Funds Access Service (as defined below). This limited-use account will not be eligible for any further deposits, and will not be able to use certain functionality, including, but not limited to, ATM access, check writing, the bill payment service, person to person transfers, Overdraft Protection (as defined below) and international use of your Card. We will advise you at the time you sign up if you have a limited-use account. Please see Appendix B for more information about limited-use accounts.

2. Fees

    a. *General.* Our fee schedule below describes the fees associated with your account and related services. We may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. In addition to the fees listed below, there are some situations where a third party may charge additional fees. For example, when you use an ATM you may be charged a fee by the ATM operator in addition to our fee. The fees listed in the schedule below (other than the Initial Purchase Price and the Cash Deposit Fee) will be deducted from your account

balance when they are assessed. If your account balance is less than the fee amount or your account balance is negative, the assessment of the fee will result in a negative balance in your account or increase the negative balance of your account, as applicable. If that occurs, any subsequent deposits or credits to your account will first be applied to the negative balance. For more information about negative balances, see Section 10.c. titled "Negative Balances". In the case of a Funding Transaction (defined below) involving an external account, if your account balance is less than the total transfer amount, including the Funding Transaction Fee, the transfer request will be declined.

Fee Type	**Fee**
Initial Purchase Price	$1.95 or less
Monthly Charge	$9.95
Cash Deposit Fee	Varies by retailer, up to $4.95
ATM Withdrawal	$3.00 per transaction. You may also be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).
Teller Cash Withdrawal Fee	$3.00 per transaction
Balance Inquiry at ATMs	$0.50. You may also be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).
Funding Transaction Fee *(See Section 8.b. for more information.)*	The greater of $0.25 or 1.75% of the amount transferred, rounded to the nearest cent, up to a maximum of $25 per transfer. This fee is charged when you make a Funding Transaction involving an external account.
Replacement Card (for Lost, Stolen or Damaged Card) (regular delivery)	$5.00 for replacement Card delivered on a non-expedited basis (generally within 7-10 business days)
Replacement Card (for Lost, Stolen or Damaged Card) (expedited delivery)	$15 for replacement Card delivered on an expedited basis (generally within 3 business days). This fee is charged in addition to the Card replacement fee for regular delivery.

Cardless funds pick-up fee (when Card is lost or stolen)	$3.00. This is our fee for a cash pick-up at a Walmart store or other participating retailer after you report your Card lost or stolen. This fee is in addition to any Card replacement fee that may apply.
Cardless funds pick-up fee (when you close your account)	Up to $5.00. This is our fee for a cash pick-up at a Walmart store or other participating retailer if you close your account.
Foreign Transaction Fee	3% of total transaction amount. This fee is in addition to any other fee that may apply to your transaction. Please note use of your Card outside of the U.S. will be limited; see Section 6.f. titled "Foreign Transactions" for more information.
Paper Check Fee	$5.95 for pack of 12 checks
Overdraft Fee *(Overdraft Protection is an optional service that is available, at our discretion, only if you opt in and satisfy our eligibility requirements. See Section 11 for more information.)*	$15 for each transaction that is greater than $5 and overdraws your account by more than $10, up to a maximum of ten overdraft fees per monthly statement period

b. *Monthly Charge.* If you purchase your temporary card at a retailer, your first Monthly Charge will be assessed upon the earlier of (i) the first use of your Card; or (ii) the day after you activate your Card. Subsequent Monthly Charges are assessed on the same day of each month. If you sign up for your account online (without having purchased a card at a retailer), your first Monthly Charge will be assessed when a deposit is made to your account. Each monthly period begins the day your Monthly Charge is assessed and ends the day before the next Monthly Charge is to be assessed. If you purchased your Card at a retail location and do not use or activate your Card, we will assess the first Monthly Charge beginning 90 days after the date you purchased the Card.

3. General Information About Deposits & Funds Availability

a. *Initial Deposit.* When you purchase a Green Dot package at a retail store, you will need to make your initial deposit at the time you purchase the package. Your initial deposit must be between $20 - $500.

If you sign up online (without a Green Dot package), you may make your initial deposit

in cash by swiping your debit card at a participating retailer or using direct deposit once you have completed the account sign-up process. More information regarding how to deposit money to your account can be found at https://www.greendot.com.

b. *Subsequent Deposits.* You may make subsequent deposits to your account by signing up for direct deposit, by depositing cash by swiping your debit card at a participating retailer, or by using our mobile deposit service. Our website or mobile app may offer you additional ways to deposit money from time to time, and any applicable fees or limits will be disclosed to you at the time they are offered to you.

c. *Limits on Deposits*. We may refuse to accept a deposit or transfer to an account, limit its size, or return all or part of it to you or the sender. We reserve the right to limit the amount of funds that may be maintained in an account. The most you can deposit to your account in cash is $2,999 in the aggregate in any day. You also may not deposit cash to your account at any time your account balance exceeds $2,999. We may, in our sole discretion, let you deposit more money to your account if you deposit by direct deposit or other methods. You will not be able to deposit money to your account if the deposit will cause you to exceed the maximum allowed account balance. Except through our person-to-person transfer service, no other person can deposit money to your account on your behalf, and we reserve the right to reject any such deposit. We're sorry, but we cannot accept checks or cash mailed to us for deposit, cash deposits at ATMs, or inbound wire transfers.

   If you deposit cash by swiping your debit card at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits. Please consult our FAQs to determine the applicable limits at each retailer.

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

   i. *Cash Deposits.* Our policy is to make funds from your cash deposits available to you on the first business day after the day we receive your deposit.

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

   If you make a deposit 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 or on a day we are not open, we will consider that the deposit was made on the next business day.

   iii. *Checks Deposited Using Our Mobile Deposit Service.* If we confirm receipt of your deposit information on a business day before 5:00 p.m. Pacific time, we will consider that day to be the day of your deposit; otherwise, your Check will be considered deposited as of the next business day. We will make funds from your Check deposits available to you five (5) business days after the day of your deposit. Certain check deposits require manual review, and we may extend the hold period for these deposits. We will notify you if your check deposit requires

manual review. We may elect to extend the hold period for mobile deposit, for all or a portion of your deposit, for any reason with or without cause and will notify you if we do so.

iv. *Special Rules for New Accounts*. If you are a new customer, during the first 30 days your account is open, funds from electronic direct deposits (including ACH credit transactions) to your account will be available on the day we receive the deposit. Funds from deposits of cash will be available on the first business day after the day of your deposit if the deposit meets certain conditions. We may impose different funds availability limits for other forms of deposits. We will disclose those rules to you before you use those services.

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

4. Direct Deposits. You may arrange to have funds transferred directly to your account by your employer or other appropriate payor once we have successfully verified your personal information. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (866) 795-7597 or visit https://www.greendot.com to find out whether or not the deposit has been made. Funds from electronic direct transfer 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, then funds will generally be available within five (5) business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion, and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or social security number) that we have on file for you. You may cancel the direct transfer authorization at any time by sending a written notice to your employer or payor and providing your employer or payor and the Bank sufficient time to act upon the notice. Your employer or payor may terminate this method of payment, with or without cause, at any time.

5. Mobile Deposit Service

a. *Our Service*. Once you have received and activated your Personalized Card (as defined below) with your name on it (not the Temporary Card (as defined below) that came with your package), and if we, in our sole discretion, make the Mobile Deposit Service (the "Service") available to you, you can use the Service to capture images of Eligible Checks (as defined below) and then transmit those images and other data to us electronically for deposit to your account. The check image and associated information transmitted electronically to us or our processor (our "Processor") are called collectively the "Check Image." We may process and collect the Check Images you send us in any manner we choose in our sole discretion. The paper instrument to which the Check Image relates is called the "Original Check."

b. *Eligibility and Enrollment*. Not all new or existing customers are eligible to use the Service. There are qualification and enrollment requirements for participation in the Service, and we reserve the right to change the qualification and enrollment requirements at any time without prior notice. We will also require you to upload a picture of your driver's license or other identifying documents prior to using the Service. Eligibility requirements can be found within the Mobile App after you have signed into your online account.

c. *Ownership and License*. You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology and website(s). You can use the Service through our mobile application (the "Mobile App"). We will, in our sole discretion, pick the platforms on which the Mobile App will work. Not all types of smartphones will be able to use the Mobile App. Your use of the Service and license to use the Mobile App are subject to the terms of our Mobile Application Terms of Use.

   You are responsible for providing and maintaining the equipment that is necessary for use of the Service. Any equipment or software you obtain from a third party is at your sole discretion and must conform to our Service specifications and requirements. We assume no responsibility for the defects or incompatibility of any telephones or other mobile communications devices, or other equipment that you use in connection with the Service, even if we have previously approved their use. At our election, we may replace or repair the Mobile App. We assume no responsibility for any errors, failures, or malfunctions of your mobile device, or for any virus or related problems that may occur in connection with your use of this Service. We assume no obligation to offer support services for, or upgrades to, the Mobile App.

d. *Security Procedures*. You are required to use the online login credentials established for your Card (collectively, "Password") to access our Service. You agree to: (a) review and comply with the online instructions we provide for using the Service; (b) take reasonable steps to safeguard the confidentiality and security of your Password; (c) refrain from disclosing your Password to others; (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (e) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way. Our security procedure is designed to verify your identity. It is not designed to detect errors by you.

   We may elect, at our discretion, to verify the authenticity or content of any transmission by placing a call to any owner or authorized user of your Card. We may deny access to the Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Service or if we believe such action is necessary for security reasons. You agree to be responsible for any transmission or transaction we receive through the Service, even if it is not authorized by you, provided it includes your Password or is otherwise processed by us in accordance with our security procedure. Each time you transmit a Check Image to us, you agree that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

e. *Using the Service*. You agree to: (a) implement any changes or upgrades to the Service that we may require; (b) follow our Service instructions for capturing and transmitting Check Images to us; (c) view each Check Image as it is scanned to ensure that the images (front and back) are being captured properly; and (d) if requested, provide us with the Original Checks that are not destroyed and still within your possession (or sufficient copies of the Original Checks) 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 this 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 Service. Once you transmit an Original Check to

us, you agree to safeguard the Original Check from access by others. You may use the Services only for non-business, personal use in accordance with this Agreement. By transmitting a Check Image to us through the Mobile App, you authorize us and our Processor to contact you, including via e-mail and the mobile telephone number you have most recently provided us in respect of your Card, regarding any processing issue or collection effort with respect to such Check Image. If warranted, in our reasonable judgment, we reserve the right to monitor your use of the Service, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these Terms and Conditions.

f. *Endorsements and Procedures*. You agree to: (a) ensure that all Eligible Checks transmitted through the Service are made payable to you; (b) endorse the back of all Eligible Checks that you transmit to us through this Service with your signature and the words "For Mobile Deposit Only"; (c) securely store the Original Check until you receive confirmation that your check funds have been posted to your account; and (d) securely and thoroughly destroy the Original Check after you receive confirmation that your check funds have been posted to your account. You agree to follow all other instructions provided by us for capturing and transmitting Check Images via the Service. Check Images we receive that are not endorsed in accordance with this provision may be rejected.

g. *Limits*. We may establish limits on the dollar amount(s) and/or the number of checks you may deposit through the Service. We will make these limits available to you at the time you conduct your transaction. These limitations are available within the Mobile App. If you attempt to make a deposit in excess of these limits, we may, at our sole discretion, reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We may modify these limits from time to time.

h. *Eligible Checks*. You agree that you will use the Service to make deposits to your Card account only by transmitting to us Check Images of "Eligible Checks". Eligible Checks are checks drawn on U.S. domiciled financial institutions in U.S. dollars that are:

- payroll checks;
- insurance agency checks;
- cashier's checks;
- money orders;
- rebate checks;
- stock dividend checks;
- checks issued by a business to you;
- tax refund checks;
- federal, state and municipal government checks; and
- personal checks.

Eligible Checks must also meet the following criteria:

- the valid MICR number, check number and name of the payer are all commercially imprinted on the Original Check;
- your signature (endorsement) is legibly written in ink on the Original Check along with the words "For Mobile Deposit Only";

- the payer's U.S. street address and zip code are written on the Original Check;
- the check is submitted within ninety (90) days of the check date;
- the image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association; and
- the check does not contain erasures and was not altered.

i. *Certain Checks Not Permitted*. You may only use the Service to scan and transmit Eligible Checks made payable solely to you and which are properly endorsed by you. You agree that we are not obligated to accept for deposit any Check Image we receive and that we, in our discretion, determine to be ineligible for deposit using the Service. You may not use the Service to deposit:

- Checks payable to others (even if endorsed over to you) and checks payable to more than one person (even if you are one of the payees);
- Demand drafts or remotely created checks (i.e., checks lacking the signature of the person authorizing the check);
- Substitute checks as defined by federal law (i.e., paper reproduction of an original check);
- Checks that are irregular in any way (for example, where the numerical and written amounts are different);
- Checks that have previously been cashed or deposited (either in paper form or electronically) or submitted for collection and returned unpaid for any reason;
- Checks that are not dated, are postdated, or are more than ninety (90) days old;
- Checks payable in a foreign currency;
- Checks payable to "Cash" or checks issued by you which are payable to you;
- Registered government warrants;
- Checks you know or suspect may be fraudulent, forged, altered or not properly authorized;
- Checks that do not bear the original signature of the person on whose account the check is drawn; or
- Checks that exceed the deposit limits that we establish for the Service.

The fact that we accept any of the items described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. Our failure to identify a Check Image you transmit as not being an Eligible Check shall not preclude or limit your obligations to us under this Agreement.

We may refuse any check for deposit through the Service, with or without cause, or may elect to take a check on a collection basis only. If we accept a check on a collection basis, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we will charge the amount back against your account if we do not receive payment for any reason. We may, at our sole discretion, represent any check that has been returned to us for insufficient funds without notice to you.

j. *Your Representations and Warranties*. You represent and warrant the following with respect to each Check Image that you transmit through the Service:

i. You have the legal right to accept the Original Check for deposit and negotiation to your account, and the Check Image is of an Eligible Check.
ii. The Check Image that you transmit accurately represents all of the information on the front and back of the Original Check, including (without limitation) all endorsements, at the time of transmission.
iii. You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Original Check or that otherwise may prevent us or another bank from capturing or processing such information.
iv. You make all warranties that would otherwise apply to the Original Check if it had been a paper item deposited with us. For example, you warrant that the Original Check has not been altered and that you have a right to enforce the Original Check.
v. You make all encoding, transfer, presentment, and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, or image exchange network rule or agreement to which we or they are a party.
vi. No Original Check will be presented for deposit or payment more than once. You have not previously cashed, deposited or transferred the Original Check, any image of the Original Check or any substitute check for the Original Check.
vii. The Original Check is not otherwise prohibited by this Agreement.
viii. You will only use the Service for lawful purposes and in compliance with the online instructions and applicable law.
ix. You will not submit files containing malicious code.
x. No person will receive a transfer, presentment or return of, or otherwise be charged for the Check Image, the Original Check, or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an item that it has already paid.
xi. You will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Services and software made available to you.

k. *When You Can Use the Service*. The Service can be utilized 24 hours a day, seven days a week, except when the system is unavailable due to needed maintenance or system outages. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability.

l. *Confirmations*. We will provide you with a confirmation at the end of each transmission, confirming our receipt of your Check Image and related information. This confirmation does not mean that the transmission was error-free or complete. You agree that we shall not be deemed to have received your Check Image until we confirm receipt. If you do not receive a confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. Notwithstanding any confirmation by us of its receipt, we may reject the Check Image, with or without cause, and charge the amount credited back against any provisional credit to your account.

When your check funds have been posted to your account, you will receive an electronic confirmation. The amount of the deposit will be shown in your account statement.

m. *Returned Deposits*. Any credit to your account for checks loaded using this Service is provisional. If a check deposited through the 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 loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your accounts 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 this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.

n. *Use of Your Geolocation*. When you are submitting an image for processing through the Service, we reserve the right to, at our discretion, to use your mobile device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your mobile device.

o. *Fees*. Currently, we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, as required by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You are solely responsible for the cost of any telephone service charges, network connection fees, data charges, communication lines, and other charges payable to third parties.

p. *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 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 SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. YOU AGREE THAT YOUR USE OF THE 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.

q. *Limitation of Liability*. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT,

TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Any claim, action, or proceeding by you to enforce these terms and conditions related to the Service or to recover for any Service-related loss must be commenced within one year (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 Service.

r. 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 this Agreement; (b) your actions or omissions, including your breach of any representation or warranty, or failure to comply with this Agreement; (c) any misuse of the 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 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.

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

t. 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 accounts or transactions; (b) unauthorized transactions involving your account; (c) a breach in the confidentiality of your Password; or (d) other problems related to the Service. We may provide notices to you at your account address, electronically via the Service, via SMS text, or at the email address we show in our Service records. To change your email address or mobile phone number on file, log in to your online account or contact us for assistance.

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

v. Termination or Suspension of Service. We reserve the right to terminate the Service at any time without notice to you. We may suspend or terminate your use of the Service at any time, with or without cause in our sole discretion. We may suspend or terminate the 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 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.

6. About Your Debit Card

a. *General.* Your Card is linked to your account. You will be able to set a personal identification number ("PIN") for your Card. You agree not to disclose your PIN to others and to safeguard its confidentiality. Except as otherwise indicated, you may use your Card to purchase goods and services anywhere Master Card or Visa debit cards (as applicable) are accepted and to access cash at ATMs and from tellers of financial institutions displaying the Mastercard or Visa name and/or logo, as applicable. Please note that if you use your Card to get account balance information from an ATM, the balance may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The non-personalized card that came in the package you purchased at a retailer (the "Temporary Card") has more limited use than the personalized card (the "Personalized Card") that you may receive after activating your card.

b. *About Your Temporary Card.* You may not use your Temporary Card: (i) for any purchase at a merchant that uses a manual imprint machine; (ii) for cash access unless otherwise indicated; or (iii) at merchants outside of the United States (including internet websites based outside the United States). Following additional identity verification, we may, in our sole discretion, allow you to use your Temporary Card with some or all of the features of a Personalized Card, and we will notify you if we do.

c. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your account. You should get a receipt at the time you make a transaction or obtain cash using your Card, and you can get a receipt at the time you make any withdrawal from your account using your Card at one of our ATMs.

d. *Limits on the Use of Your Card*. You are not authorized to make purchases using your Card that in the aggregate exceed $3,000 per calendar day. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make using your Card. You may only withdraw up to $500 from ATMs in a single day and $1,500 per teller transaction, unless otherwise indicated. You may withdraw up to $300 in cash per transaction at an ATM. If you are withdrawing cash pursuant to the Cardless Funds Access Service, as described further in Section 12.x., different limits apply. You may not use your Temporary Card for teller cash withdrawals. 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. 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 web sites, or at payment processors supporting unlawful gambling web sites, or to

purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access account funds; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. We reserve the right to limit or block the use of your Card in foreign countries due to fraud or security concerns or to comply with applicable law.

e. *Money in Your Account 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 the transaction in advance and may estimate the final purchase amount. When you use your Card for an ATM withdrawal or a teller cash withdrawal transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize a transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your account's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that authorize high dollar amounts, such as rental car companies and hotels, and certain cash and international transactions may cause an "authorization" or a "hold" on money in your account for up to 90 days. Until the transaction finally settles, you will not be able to use the money in your account that is "on hold." For more information about how we determine the amount of money in your account available for your use or withdrawal, see Section 10 titled "We Use The Available Balance Method". If the pending transaction is not presented to us for payment within our established time period after being authorized (typically, three (3) business days or up to 90 days for certain types of Card or ATM transactions as described above), we will release the hold. Note that if a transaction is presented to us for payment from your account after we have released the hold, we must honor the transaction. This may result in a negative balance in your account. For more information about negative balances, see Section 10.c. titled "Negative Balances". We will only charge your account for the correct amount of the final transaction, including any applicable fees, however, and we will release any remaining amount when the transaction finally settles. If you want to use the Temporary Card to purchase gas, you should use it with your PIN in "debit" mode to "pay at the pump." You will need to go inside to pay if you do not want to use your PIN.

f. *Foreign Transactions*. You cannot use the Temporary Card for foreign transactions (either transactions conducted overseas or with a merchant that is based overseas). 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. Mastercard and Visa currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale

currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the 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. We will impose a charge equal to 3% for each transaction that you conduct in a currency other than U.S. dollars. This charge is in addition to any of the Bank's usual fees, including, but not limited to, the teller cash withdrawal or ATM withdrawal fee.

g. *ATM Safety*. You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Do not display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction slips. Check them against your statements regularly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. <u>We do not guarantee your safety while using the ATM.</u>

h. *Refunds on Purchases*. Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to the account from which the original funds were debited. For security reasons, if a credit is applied to your account for which there was no debit originally, we may block the use of your account.

7. Check Writing

a. *Checks*. If you have a verified email address and mobile phone number and you have received and activated your Card, you may order a book of checks from us online or using our Mobile App. Checks that you order from us may be used to access funds available in your 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 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.

b. *Stop Payments.* You may stop payment on a check using the Mobile App as long as you do so with a reasonable amount of time for us to act before the check is presented to us for payment. We are not required to accept stop payment requests over the phone. We assume no liability for any interest or losses that result if your cancellation instructions are not received by us online or through our Mobile App with a reasonable time to act before the check is presented to us. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any stop payment.

c. *Check Images*. Images of the checks that have cleared will be made available to you in your transaction history online. Your original checks may be destroyed shortly after we process the checks, but we will maintain a 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. Our liability, if any, will not exceed the face amount of the check in question, and you must provide us with reasonable proof of any loss.

d. *Check Requirements.* We may refuse to pay any check that does not have the required signature. All checks written on your 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 processing cutoff hour, we may treat them as if we had received them on the next business day.

e. *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. We may process certain checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items, or checks lacking an encoded serial number. Although we may examine checks from time to time, you understand that reasonable commercial standards do not require us to do so.

f. *Postdated Checks.* Unless you provide us with a written postdated check notice that describes a postdated check with reasonable certainty, we may pay any check presented to us before the date stated on the check. Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked "payment stopped", "postdated" or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.

g. *Order of Payments*. This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. Usually, deposits are posted before debits, and checks are posted at night in the order presented to us. There are several exceptions to this, however. We also generally process previously authorized transactions (e.g., checks cashed at the Bank), wires, transfers, Bank fees and ACH debits before we pay your checks. 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 an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions and our fees.

h. *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 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. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

i. *Payable Through/At Checks*. You agree not to issue or authorize others to issue "payable through" or "payable at" items against your account.

j. *Remotely Created Checks and Demand Drafts*. If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (i.e., items which do not bear the maker's signature, but purport to be drawn with the maker's authorization), you authorize us to pay such items, even

though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past.

k. *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.

l. *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 with respect to any knowledge, notice, stop payment order, or legal process received by us involving a check 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.

8. Limits on Your Account

a. *Balance Limit.* The maximum amount of money you can have in the aggregate in your primary deposit account and your Money Vault account together is $10,000. We call this the "maximum account balance."

b. *Funding Transactions Involving an External Account*. You may perform Funding Transactions that involve an external account up to $1,500 per month. A "Funding Transaction" refers to a near real-time transfer of funds from your account to another network-branded account (e.g., a Visa or Mastercard prepaid or debit card) that is authorized via a third-party platform (e.g., loading of a prepaid card account, moving funds into another financial account, external P2P transactions, or adding value to a digital wallet).

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

9. Electronic Funds Transfers; Other Rights & Terms

a. *Money Vault Transfers.* If you have a verified email address and mobile phone number

and we have successfully verified your identity, you can transfer money from your primary deposit account to your Money Vault account (and from your Money Vault account to your primary deposit account) at any time. All transfers must be conducted through our website or Mobile App. We're sorry, but we cannot accept transfer instructions over the phone. Once you instruct us to move money from your primary deposit account to your Money Vault account, that money will be unavailable for you to otherwise spend or transfer from your primary deposit account. There are no fees associated with the Money Vault account. You cannot cash out your Money Vault account; the only way to access money in your Money Vault account is to transfer it to your primary deposit account. You may only transfer money in or out of the Money Vault up to 20 times per day. For security reasons, we may impose additional limits on transfers or your Vault in our sole discretion. If you have a negative balance in your deposit account and you transfer money from your Money Vault account, we will first apply the money you transfer to cover your negative balance. In addition, funds in the Money Vault account may be used by us to cure a negative balance in your primary deposit account. However, we will not use funds in your Money Vault account to prevent an overdraft of your primary deposit account. Therefore, if you have opted in to and are eligible for Overdraft Protection, you may incur overdraft fees if you overdraw your primary deposit account even if you have funds in your Money Vault account.

b. *Your Liability for Unauthorized Electronic Fund Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus an amount up to your maximum Overdraft Protection limit). If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than $50 if someone used your Card or PIN without your permission. (Note: If your Card is a Mastercard Card, you will not be liable for the amounts stated above if you use reasonable care in protecting your Card from loss or theft and you promptly report any loss or theft of your Card to us. If your Card is a Visa Card, you will not be liable for the amounts stated above unless we determine that you were grossly negligent or fraudulent in the handling of your Card.)

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

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

c. *In Case of Errors or Questions About Your Electronic Transfers*. Call us at (866) 795-7597 or write us at Green Dot, P.O. Box 9, West Chester, OH 45071-0009 as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the

FIRST statement on which the problem or error appeared.

i. Tell us your name and account number.
ii. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
iii. Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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 credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

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

d. *Lost or Stolen Card/PIN or Unauthorized Transaction*. If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (866) 795-7597 or write us at Customer Care, P.O. Box 1070, West Chester, OH 45071-1070.

e. *Our Liability for Failing to Make Transfers*. If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

i. Through no fault of ours, you do not have enough available funds in your account to make the transfer;
ii. The transaction would exceed your Overdraft Protection limit;
iii. Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;

iv. The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
v. The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
vi. The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
vii. We have reason to believe the transaction may not be authorized by you; or
viii. The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our agreement with you.

f. *How to Stop Preauthorized Transfers From Your Account.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Customer Care, P.O. Box 1070, West Chester, OH 45071-1070, or by calling us at (866) 795-7597.

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

g. *Varying Preauthorized Transfers.* If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

h. *Account Information*. You can obtain information regarding your Bank accounts that are tied to this service. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth above.

i. *Account Statements*. You will have access to an account statement at https://www.greendot.com as required by law. Your statement will be a combined statement that will reflect both your primary deposit account and your Money Vault account. You should carefully review your statements each statement period and let us know as soon as possible if there are any errors. If you do not, you may be responsible for unauthorized transactions as described in Section 9.b. titled "Your Liability for Unauthorized Electronic Fund Transfers" above. We do not mail monthly paper statements.

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

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

k. *Amendments/Changes in Account Terms*. We may add to, delete or change the terms of our agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information on https://www.greendot.com, or otherwise making it available to you).

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

l. *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 the 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 the 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 account; (viii) to disclose the existence, history, and condition of your account to consumer reporting agencies; and (ix) as permitted by law. Please see our Privacy Policy for further details.

10. We Use The Available Balance Method

a. *Determining Your Account's Available Balance*. The "Available Balance" of your account is defined as the most current record of the amount of money in your account available for your use or withdrawal, which does not include any money in your Money Vault account. We use the Available Balance to authorize your transactions during the day (e.g., Card purchases and ATM withdrawals). We also use the Available Balance to pay your transactions in our nightly processing. Note that the Available Balance of your account may not represent the current balance of the account due to pending transactions. We calculate your Available Balance as follows:

   i. We start with the ending daily account (posted) balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account (excluding any money in your Money Vault account);

   ii. We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process;

   iii. We add pending deposits that are immediately available for your use (see Section 3 titled "General Information About Deposits & Funds Availability" for details); and

   iv. We subtract pending withdrawals that we have either authorized (such as Card purchases and ATM withdrawals) or are known to us (such as your preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed (see Section 6.e. titled "Money in Your Account May Be Held Until a Transaction is Completed" for details).

b. *How We Process (Post) Transactions to your Account*. We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection.

c. *Negative Balances*. You may not perform transactions that exceed the Available Balance of your account, and we generally will not authorize or pay transactions that exceed the Available Balance of your account, unless we decide, in our sole discretion, to authorize and pay such transactions because you have opted in to, and are eligible for, Overdraft Protection. Please note, however, that some merchants may not check with us for authorization or may not timely present a transaction to us for payment, and therefore some transactions may be paid from your account even if the Available Balance of your account is insufficient and even if you have not opted in to and are not eligible for Overdraft Protection. In such event, your account will not be charged overdraft fees if you have not opted in to Overdraft Protection.

   You are fully liable for the amount of any negative balance on your account, including any applicable transaction fees. Any negative balance on your account must be paid

immediately, without notice or demand from us, by depositing funds to your account. Without limiting any other provisions of this agreement, if you do not deposit funds to your account to cover a negative balance within 60 days of its creation, we may close your account. Without limiting the foregoing, we reserve the right to pursue collections for any negative balance on your account, and we may offset any negative balance on your account with subsequent deposits and other credits to your account, to the fullest extent permitted by law, in accordance with Section 12.s. titled "Security Interest & Setoff".

11. Discretionary Overdraft Protection

a. *Overview*. In general, you may not perform transactions that exceed the Available Balance of your account. However, if you elect to participate in our optional overdraft protection service ("Overdraft Protection") by "opting in" and you satisfy our eligibility requirements, we may allow you, at our discretion, to make purchase transactions with your Card that exceed the Available Balance of your account, subject to the limits and fees described in this agreement. Please review the Overdraft Protection Opt-In Notice available at https://www.greendot.com or via the Mobile App. Our eligibility requirements for Overdraft Protection are based on a set of automated rules that weigh numerous variables and accountholder behaviors, which may include the type, amount, and frequency of deposits to your account, your account status and transaction history, and the history of any other prior or current accounts with us. While we may, in our sole discretion, allow you to opt in to Overdraft Protection before you satisfy our eligibility requirements to use Overdraft Protection, we do not authorize and pay overdrafts for Card purchase transactions unless you opt in to Overdraft Protection and meet our eligibility requirements, except in certain limited circumstances described in this agreement. We may modify the eligibility requirements, limits, fees, and other terms of Overdraft Protection or restrict or discontinue Overdraft Protection at any time, and we will provide notice of any changes as required by applicable law.

b. *Opt-Out Option*. If you previously opted in to Overdraft Protection, you may opt out of Overdraft Protection at any time by logging in to your account at https://www.greendot.com or via the Mobile App. In general, your opt-out request will be effective immediately, and we will send you an email to confirm your opt-out request. If you opt out of Overdraft Protection, you will remain responsible for overdraft transactions, and any related overdraft fees and other applicable transaction fees, authorized prior to the effectiveness of your election to opt out of Overdraft Protection.

c. *Discretionary Service*. Overdraft Protection is not a loan or a line of credit. Even if you have opted in to Overdraft Protection, we are not obligated to pay any Card purchase transaction presented for payment that exceeds the Available Balance of your account. Payment of such transactions by us is a discretionary, non-contractual courtesy and not a right of yours or an obligation of ours. Any discretionary payment by us of any overdraft transaction does not obligate us to pay any other overdraft transaction. We, in our sole

and absolute discretion, may cease paying overdraft transactions at any time without prior notice of reason or cause.

d. *Eligible Transactions*. The only transactions that are eligible for Overdraft Protection are Card purchase transactions. We do not authorize or pay overdrafts for any other transactions, including, but not limited to, ATM withdrawals, payments through our Bill Payment Service, ACH transfers, fund transfers (including person-to-person fund transfers), or teller cash withdrawals.

e. *Overdraft Protection Limit*. If you opt in to Overdraft Protection and satisfy our eligibility requirements, you may be assigned an Overdraft Protection limit determined by us in our sole discretion based on a set of automated rules that weigh numerous variables and accountholder behaviors, as described in Section 11.a above. We may increase or decrease your Overdraft Protection limit at any time in our sole discretion. We may decrease your Overdraft Protection limit to $0 if some or all of our eligibility requirements are no longer met, which may result in transactions being returned unpaid to merchants or third parties due to insufficient funds. You will remain responsible for overdraft transactions, and any related overdraft fees, authorized prior to a decrease in your Overdraft Protection limit. If you are assigned an Overdraft Protection limit, you may not select a higher limit, but we may allow you to lower your Overdraft Protection limit. The Overdraft Protection limit you may be assigned will be displayed in the Mobile App and after you log into your account at https://www.greendot.com.

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

f. *Obligation to Repay*. If we authorize and pay a Card purchase transaction that exceeds the Available Balance of your account, you must pay the negative balance, including any overdraft fees and other applicable transaction fees, immediately by depositing funds to your account. We may, at any time, in our sole discretion and without notice to you, offset any negative balance in your account with incoming deposits and credits to your account and with funds from any other account you open or maintain with us.

g. *Fees for Overdraft Protection Transactions*. We will impose an overdraft fee if we pay a Card purchase transaction that exceeds the Available Balance of your account, except as described below and in certain limited circumstances as described elsewhere in this agreement. The overdraft fee is in addition to any other fees that may apply to a Card purchase transaction or your account, as disclosed in this agreement. The amount and applicability of the overdraft fee is as follows:

Overdraft Fee	**$15**	For each transaction that is greater than $5 and overdraws your account by more than $10, up to a maximum of ten overdraft fees per monthly statement period

i. *Grace Period*. No overdraft fee will be assessed in connection with any overdraft transaction if the Available Balance of your primary deposit account is returned to a $0 or positive balance within 24 hours from the first authorized overdrawn transaction that brings your Available Balance below $0. After the 24-hour grace period has ended and your account has not returned to a $0 or positive balance, an overdraft fee will be assessed for each transaction that is greater than $5 and overdraws your primary deposit account by more than $10.

ii. *Order of Settlement*. Transactions are not always processed in the order in which you make them. The order in which the transactions are received and processed can affect the Available Balance of your account and the total amount of overdraft fees assessed to your account. Transactions are processed in the order we receive them for settlement. Multiple overdraft fees may be charged if multiple overdraft transactions are authorized on the same day. It is important to keep track of the Available Balance of your account because it is your responsibility to determine if you have overdrawn your account, the day and time the overdraft transaction occurred, and the amount of any Card purchase transactions authorized and paid pursuant to Overdraft Protection.

h. *Alerts*. We will send emails to your email address in our records (and also text messages to your mobile number in our records if you are enrolled in text alerts) in connection with your use of Overdraft Protection (e.g., to notify you when we increase or decrease your Overdraft Protection limit, when an overdraft occurs that might incur an overdraft fee and when the grace period ends for purposes of avoiding an overdraft fee).

i. *Suspension or Termination*. We may suspend or terminate your ability to use Overdraft Protection at any time without notice of reason or cause in our sole discretion. If we suspend or terminate your ability to use Overdraft Protection, this may result in transactions being returned unpaid to merchants or third parties due to insufficient funds, and you will remain responsible for overdraft transactions, and any related overdraft fees, authorized prior to the suspension or termination of your ability to use Overdraft Protection.

j. *Limits*. We do not authorize and pay overdrafts if your access to Overdraft Protection has been suspended or terminated or if you have opted out of Overdraft Protection, except in certain limited circumstances described in this agreement. Without limiting the foregoing, if you overdraw your account 10 times or more during a monthly statement period, we may suspend your access to Overdraft Protection for the remainder of the monthly statement period.

k. ***Important Notice About Overdraft Protection*. While Overdraft Protection may help you avoid transaction declines for important purchases, this is an expensive service and should not be relied upon to meet your credit needs. We encourage you to research alternative solutions that may be less expensive or more advantageous to you before you opt in to and use Overdraft Protection.**

12. Additional Terms & Conditions

a. *Adjustments*. We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.

b. *Account Contact Information Changes.* You agree to notify us immediately in writing of any change in your name, address, email address, or other contact information associated with your account. We may rely on our account records to determine the ownership of your account.

c. *Compliance*. You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

d. *Conflicting Demands/Disputes*. If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions; (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

e. *Consent For Us to Call You*. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as a text message or prerecorded or autodialed calls. You understand that your service provider may charge you for these calls/messages.

f. *Consent to Gather Information*. You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or equivalent).

g. *Cutoff Hours.* Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.

h. *Death or Adjudication of Incompetence.* We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an accountholder dies or is adjudicated incompetent.

   If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an accountholder, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

i. *Deposit Insurance*. Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at www.fdic.gov.

j. *Fax Instructions/Voice Mail/E-mail.* We may, but are not required to, act upon instructions received by fax transmission, voice mail or e-mail. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us e-mails with your personal or account information.

k. *Force Majeure*. We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

l. *Governing Law.* To the extent this agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.

m. *Inactive Accounts*. For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to

confirm the transaction's authorization. We may transfer (escheat) your property to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law. We may consider an account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

n. *Legal Process*. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

o. *Limitation on Time to Bring Action*. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues.

p. *Other Agreements*. You may have another agreement with us which, by its terms, supersedes this agreement in whole or in part. For example, certain provisions of your other agreements with us (e.g., involving our online services) may supersede some of the terms of this agreement, to the extent that they are inconsistent.

q. *Power-of-Attorney*. You may appoint an attorney-in-fact for an account and or you may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

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

r. *Returned Items/Transactions.* If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in

question (see "General Information About Deposits & Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system or clearinghouse rule.

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

s. *Security Interest & Setoff*. You grant us a security interest in your account, including all current and future deposits, for amounts owing to us now and/or in the future under this agreement or under any account service agreement by any owner. We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that you owe us now and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law. If you have a negative balance in your account due to your use of Overdraft Protection or for other reasons discussed in Section 10 titled "We Use The Available Balance Method" or Section 11 titled "Discretionary Overdraft Protection", we will automatically deduct the negative balance amount from any current or future funds on this or any other account you open or maintain (including your Money Vault account and any other Green Dot Bank accounts or prepaid cards).

t. *Severability*. If any of the provisions of this agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.

u. *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 attorney's 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 (888) 288-1843 for Mastercard cards or (888) 280-8260 for Visa cards. 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 account statement 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).

v. *Telephone and Electronic Communication Monitoring/Recording.* We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.

w. *Termination/Closing Your Account.* We may automatically close your account if the account balance is zero or lower. We may terminate your account relationship with us at any time, with or without cause, with or without notice. If the funds are not withdrawn, we may send a check for the account balance to you at the last address we have on file for the account. We reserve the right to refuse to return any unused balance amount less than $1.00.

We may dishonor any check, item or transaction presented for payment after an account is closed. You remain responsible for such items and transactions, which may be treated as overdrafts.

x. *Cardless Funds Access Service.* If your Card is lost or stolen or you close your account, we may allow you, at our discretion, to withdraw funds from the Available Balance of your account via certain disbursement methods, subject to certain eligibility requirements, fees, and limits, as described below ("Cardless Funds Access Service"). We may modify the eligibility requirements, fees, and limits or suspend, restrict, discontinue, or prohibit your use of the Cardless Funds Access Service at any time, and we will provide notice of any changes as required by applicable law. If available, you may access the Cardless Funds Access Service at https://www.greendot.com or via our Mobile App.

i. *Eligibility*. To use the Cardless Funds Access Service, your account must be open (even if you intend to close your account) and in "good standing" (i.e., not blocked or suspended for fraud or any other reason). In addition, unless otherwise stated herein, you will not be able to use the Cardless Funds Access Service if the Available Balance of your account is less than the minimum amount required for disbursement, including any applicable fees. Certain disbursement methods may require you to present or submit your state-issued ID or other identifying documentation or information to allow us or a retailer to verify your identity prior to disbursing the funds requested.

ii. *Cardless Funds Access if Card is Lost or Stolen*.

1. *Disbursement Methods.* After you have reported your Card lost or stolen and requested a new replacement Card, we may allow you to withdraw cash from the Available Balance of your account, after debiting the cardless funds pick-up fee and any other applicable fees, at a Walmart store or other participating retailer as further described in the Cardless Funds Access Service feature at https://www.greendot.com or in our Mobile App ("Lost/Stolen Cash Pick-Up").

2. *Limits*. The minimum amount of cash you can withdraw from the Available Balance of your account using Lost/Stolen Cash Pick-Up is $20 per transaction, and the maximum amount of cash you can withdraw from the Available Balance of your account using Lost/Stolen Cash Pick-Up is $500 per transaction. In addition, you may not withdraw more than $1,500 in any rolling 24-hour period, or $3,000 in any rolling 7-day period, from the Available Balance of your account using Lost/Stolen Cash Pick-Up. In no event can you use Lost/Stolen Cash Pick-Up to withdraw an amount greater than the Available Balance of your account,

plus any applicable fees. You may not use Lost/Stolen Cash Pick-Up for more than 10 business days after you report your Card lost or stolen.

iii. *Cardless Funds Access Upon Account Closure*.

1. *Disbursement Methods.* If you elect to close your account, we may allow you to withdraw cash from the Available Balance of your account, after debiting the cardless funds pick-up fee and any other applicable fees, at a Walmart store or other participating retailer as further described in the Cardless Funds Access Service feature at https://www.greendot.com or in our Mobile App ("Account Closure Cash Pick-Up").

2. *Limits*. The minimum amount of cash you can withdraw from the Available Balance of your account using Account Closure Cash Pick-Up is $20, and the maximum amount of cash you can withdraw from the Available Balance of your account using Account Closure Cash Pick-Up is $2,999. In no event can you use Account Closure Cash Pick-Up to withdraw an amount greater than the Available Balance of your account, plus any applicable fees.

y. *Transfers/Assignments.* Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

z. *Unauthorized Transactions and Errors*. If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us immediately by telephone and promptly in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount, and the date of payment.

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

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or

other unauthorized debit to your account within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. See the "Electronic Fund Transfers; Other Rights & Terms" section.)

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

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

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

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

aa. *Waivers*. We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this agreement.

bb. *Termination or Suspension of Service.* We may suspend or terminate your access to or use of any or all of our services at any time without cause in our sole discretion. We may immediately suspend your use of our services if you breach this or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your account.

13. Dispute Resolution

a. ***Acknowledgment of Arbitration*. Your account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By opening your account, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.**

ARBITRATION NOTICE

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

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Card; (ii) any service relating to the Card; (iii) the marketing of the Card; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of the 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 any such service ("Claim") shall be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to 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 Card funds by several parties.

Individual Claims Only. Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

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

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator 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 aware. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Appendix A

Online and Mobile Banking Agreement

1. **Introduction.** This Online and Mobile Banking Agreement ("*Agreement*") sets forth the terms and conditions that apply to your access and use of the Green Dot bank account online and mobile banking services ("*Service*") provided by Green Dot Bank, Member FDIC. In this Agreement, "*you*" refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms "*we*," "*us*" and "*Green Dot*" refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. The Service is made available to you via the website, located at https://www.greendot.com ("*Website*") and the Green Dot mobile application ("*Mobile App*"). **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE WEBSITE OR MOBILE APP. DO NOT USE THE SERVICE VIA THE WEBSITE OR MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Service, you represent that you are 18 years of age or older and you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Website or the Mobile App. This Agreement may be amended by posting a new version to the Website and the Mobile App, which version will be effective upon posting.

2. **Our Service.** The Service may allow you to access the following features and services through the Website or Mobile App:
   - *Account Access* — You can sign up for an account, obtain information about your accounts and transactions, set up a custom debit card, communicate with us, receive notifications about balance fluctuations, view statements, and find fee-free ATMs.
   - *Bill Payments* — You can make bill payments to others.
   - *Person to Person Transfers* — You can send and receive money through our person to person transfer service.

3. **Your Equipment.** To use the Service, you must have the browser and equipment described in the Electronic Communications Agreement. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer, mobile phone or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and/or mobile phone and software are compatible with our system. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile phones and mobile operating systems. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.

4. **Your Login Credentials.** You will have one or more User IDs, passwords and/or other means of identification and authentication (collectively, "*Login Credentials*") that will be needed to access the Service. You are responsible for keeping your Login Credentials secure and confidential.

Never place your Login Credentials on or near your computer or mobile phone. For security reasons, we may disable your Login Credentials if they are entered incorrectly several times. We may act on any Service instruction that is accompanied by your Login Credentials. You agree not to disclose your Login Credentials to anyone.

5. **Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.

6. **Bill Payments.** Once you have received and activated your Personalized Card with your name on it (not the Temporary Card that came with your package), you can make payments to others from your account with us using our bill payment service.

Service Definitions.

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

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

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

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

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

"Pay Date" is the day your Biller should receive your payment.

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

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

Service Fees and Additional Charges. There is no service fee for using the Bill Payment Service. We may change these fees as described in this Agreement. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider when you access the Bill Payment Service.

Payment Scheduling. Transactions begin processing on your Debit Date. The earliest Debit Date for Payment Instructions entered on a non-Business Day will be the next Business Day. When you schedule an individual payment, the earliest possible Pay Date for each Biller (typically five

(5) or fewer Business Days from the Debit Date) will be designated through the Bill Payment Service when you are scheduling the payment, and you must select a Debit Date so that the associated Pay Date is no later than the actual Due Date reflected on your Biller statement.

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

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

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

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

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

1. If, through no fault of ours, your account does not contain sufficient funds to complete the transaction;
2. The Bill Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided us with the correct account information, or correct Payment Instructions; and/or,
4. 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 and the Deposit Account Agreement that covers your account. Provided none of these exceptions are applicable, if we cause an incorrect amount of funds to be removed from your account or cause funds from your account to be directed to a Biller in a manner inconsistent with your Payment Instructions, or fail to initiate your payment in accordance with your Payment Instructions, we shall only be responsible for returning those funds to your account, or for directing to the proper Biller any previously misdirected transactions, and shall have no further liability with respect to same except as expressly provided for above.

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 Payments You Can Make. You may not make a payment in an amount greater than $1,000. 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 account, 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 will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call us at (866) 795-7597 or write us at Customer Care, P.O. Box 1070, West Chester, OH 45071-1070 so that we receive your request at least three (3) Business Days prior to the Pay Date. We may require you to present your request in writing within fourteen (14) days. For any other payments, we will attempt to accommodate your request, but will have no liability for failing to do so.

Prohibited Payments. The following payments are prohibited through the Bill Payment Service:
1. Payments to Billers outside of the United States or its territories.
2. 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. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the electronic bill options, you also agree to the following:

Information provided to the Biller – We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Service and/or bill information.

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

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

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

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

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

Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

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

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

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 account. If we are unable to complete the transaction for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transaction will not be completed and we will attempt to notify you.

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 United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your account. You may receive notification from us.

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. Changes (other than name) can be made online at https://www.greendot.com. If you need to change your name, please call us at (866) 795-7597. All changes made are effective immediately for scheduled and future payments paid from the updated information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate biller, account or contact information.

7. Person to Person Transfers. Once you have received and activated the Personalized Card with your name on it (not the Temporary Card that came with your package), you can use our Send Money person to person transfer service to send money to another person.

When you use this service, you authorize us to act as your agent and attorney-in-fact for the limited purpose of communicating with others regarding your instructions, and processing your transfers.

Sending Funds. You can send funds to a recipient by (a) inputting the recipient's email address into our Service so that we can send the recipient an email notifying them that you are sending them funds or (b) inputting the recipient's mobile phone number into our Service so that we can send the recipient a text message notifying them that you are sending them funds. Carrier message and data rates apply to all text messages. We are not responsible for any loss of funds if you input the incorrect email address or mobile phone number and the recipient completes the transfer. We will debit the funds for the transfer from your account at the time you set up a transfer. In order to receive their money and complete the transfer, the recipient of the pending transfer will need to transfer the money to his or her Green Dot Bank issued reloadable prepaid debit card (a "Card"). We may, in our sole discretion, offer the recipient other ways to pick up the pending transfer. In any rolling 30 day period, you may only send up to $500.00 using our Service. For security reasons, we may also limit the number of transfers you can make using the Service.

You agree not to impersonate another person or send any messages that are fraudulent or offensive. If the recipient fails to complete the transfer within 10 days, or if the transfer cannot be made for any other reason, we will notify you and return the funds to your account.

Receiving Funds. If another person (a "*Sender*") instructs us to transfer funds to your account, you authorize us to deposit the funds to your account and represent to us that you are the person intended by the Sender to receive the funds. As with sending funds, 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 account. In any rolling 30 day period you may only receive up to $500.00 in the aggregate across all Green Dot products that you may have (including Green Dot Bank accounts and prepaid cards issued by Green Dot Bank). For security reasons, we may also limit the number of transfers you can receive through the Service.

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

Cancelling and Changing Transfer Instructions. You may cancel or change a transfer by following the instructions provided in the Mobile App or Website prior to the time the recipient acknowledges and completes the transfer. Please note that if you send money to another existing Green Dot customer, that transfer will be instantly credited to the recipient and cannot be cancelled.

Termination. We may modify or discontinue the service, with or without notice, without liability to you at any time. We may suspend or terminate your access to or use of the service at any time without cause. We may immediately suspend your use of the service if you breach this or any other agreement with us, we have reason to believe there has been or may be an unauthorized use of your card.

8. **Account Alerts.** The Account Alerts (the "*Alerts Service*") enables you to request and receive notices (collectively, "*Alerts*", individually, an "*Alert*") from time to time concerning available account information and other matters relating to your account. You may request and receive Alerts via SMS text message through a SMS-enabled mobile device ("*SMS Alert*") or through push notifications delivered from our Mobile App to your mobile device ("*Push Alert*"). You may also choose to receive Alerts at an email account ("*Email Alert*"). The Alerts Service is only

available to those over the age of majority in their state who have an account which is in good standing. By signing up to receive one or more of the Alerts that are offered by the Alerts Service, you acknowledge that you are aware of and agree to abide by the terms and conditions applicable to the Alerts Service. *Please be certain to review terms and conditions specific to Push Alerts and SMS Alerts (collectively "Mobile Alerts") and Email Alerts, below.*

General Alerts Service Terms And Conditions

You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factor(s) outside of our control, including factors affecting your wireless service provider and coverage in your area. We do not guarantee the delivery, timeliness or accuracy of the contents of each Alert. The Service is subject to transmission limitations and service interruptions. You agree to indemnify, defend and hold Green Dot and its directors, officers, employees and agents (collectively, "*Released Parties*") free and harmless from any and all losses or damages, including attorneys' fees, lost profits, and indirect or special damages, including, but not limited to, those relating to bank secrecy or financial privacy laws or regulations, that may arise, directly or indirectly, in whole or in part, from: a non-delivery, delayed delivery, or the misdirected delivery of an Alert; inaccurate or incomplete content in an Alert; your reliance on or use of the information provided in an Alert for any purpose; or any third party, whether authorized or not, obtaining information regarding your account disclosed in the Alerts.

We provide the Alerts Service purely as a convenience to you and for information purposes only. Alerts do not constitute a record for the account to which it pertains. We do not assume any additional responsibility or obligation under these terms and conditions in respect of the use of, or any transaction or eventuality involving, your account. The Alerts Service does not free you from the responsibility of safeguarding the physical security and authorized use of your account.

We reserve the right to suspend, terminate, and modify the Alerts Service without liability at any time without prior notice to you.

We may deactivate the sending of Alerts to you if your account is not used for a purchase, ATM transaction, deposit or transfer for a period of sixty (60) days. If Alerts are deactivated for your account and you resume use of your account and wish to restore Alerts, you will be required to re-enroll your account in the Alerts Service to restore Alerts.

Mobile Alerts Additional Terms And Conditions. The Alerts Service allows you to request and receive Mobile Alerts. We send Mobile Alerts to you based upon the instructions you provide to us, including the mobile number you provide to us at https://www.greendot.com. You hereby acknowledge and accept that each Mobile Alert may be sent to you without being encrypted and may include your name and information pertaining to your account. Depending upon which alerts you select, information such as your account balance may be included. If anyone accesses your mobile device, they may be able to view the contents of these Alerts. You are solely responsible for restricting access to your mobile device and maintaining the confidentiality of any information displayed through a Mobile Alert. **For help regarding SMS Alerts, text "HELP"**

to 43411 or contact us. You can unsubscribe from SMS Alerts at any time by texting "STOP" to 43411. You can unsubscribe from Push Alerts at any time via the settings feature of your mobile device or via the Mobile App, under "Account." By enrolling in Mobile Alerts, you are consenting to receive Mobile Alerts and other messages delivered via text message or push notification to your mobile device, including a confirmation receipt of STOP messages when you unsubscribe from SMS Alerts. Message and data rates may apply to your use of Mobile Alerts. See your wireless provider for pricing plan details.

It is your responsibility to: ensure the security of your mobile device; determine if your wireless provider supports SMS; and ensure your mobile device is capable of receiving SMS or push notifications. You are solely responsible for any fees imposed of any kind whatsoever by your wireless service provider in connection with Mobile Alerts. The Service is available on these US carriers only: AT&T, Sprint, Nextel, Verizon Wireless, U.S. Cellular, T-Mobile, Cincinnati Bell, Alltel, Virgin Mobile USA, Cellular South, Ntelos, C-Spire, Cellcom, Metro PCS, Cricket (Leap Wireless), Interop, GetLisa/ClearSky, Boost Mobile.

Email Alert Additional Terms And Conditions. The Alerts Service allows you to receive Email Alerts about your account. We send Email Alerts to you based upon the instructions you provide to us, including the email address you provide us on https://www.greendot.com. You hereby acknowledge and accept that each Email Alert may be sent to you without being encrypted and may include your name and information pertaining to your account. Depending upon which alerts you select, information such as your account balance may be included. Anyone with access to your email will be able to view the contents of these Alerts. **You may unsubscribe from Email Alerts anytime by managing your Account Alert preferences through the Website or Mobile App.** It is your responsibility to ensure the security of your email account. You are solely responsible for any fees imposed of any kind whatsoever by your Internet service provider.

9. **Website Terms of Use and Mobile App End User License Agreement.** The Mobile App End User License Agreement ("Mobile App Agreement") applies to your access and use of the Mobile App. Green Dot has the right to terminate or suspend your access to or use of the Mobile App, with or without notice, in the event that you violate the Mobile App Agreement. In case of any discrepancy between this Agreement and the Mobile App Agreement, the terms of this Agreement will prevail.

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

Website or Mobile App may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

Your Conduct. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deeplink", attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

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

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

10. **Disclaimer.** GREEN DOT MAKES NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICE, THE WEBSITE, THE MOBILE APP, OR ANY, CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN ("*GREEN DOT MATERIALS*"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GREEN DOT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE GO BANK MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. GREEN DOT DOES NOT WARRANT THAT THE GREEN DOT MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GREEN DOTMATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE GREEN DOT MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GREEN DOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE GREEN DOT MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Green Dot will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil

disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Green Dots's reasonable control.

11. **Hours of Operation.** You can access account information through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

12. **Privacy.** Please see our Privacy Policy and Technology Privacy Statement for information about how we collect, use and disclose your information.

13. **Electronic Mail.** If you send us electronic mail ("*email*"), we may not receive or review it immediately. We will have a reasonable time to act upon any email request or notice, and reserve the right to reject any transaction or request received by email. For security reasons, you should not send us any email with your account or personal information in it. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

14. **Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

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

17. **Documentation.** We will make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.

18. **Service Fees.** There are no fees for accessing information about your accounts or paying bills through the Service. We are not responsible for any fees that may be billed to you by your Internet service provider.

19. **Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. We may permit you to exceed these limits from time to time at our sole discretion. Payments and transfers may only be made to and from accounts in the United States, and only in U.S. dollars. We also may deny or limit transactions for security reasons. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law.

20. **How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your Login Credentials or security question have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at (866) 795-7597 or write to us at Customer Care, P.O. Box 1070, West Chester, OH 45071-1070.

21. **Limitation on Time to Sue**. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.

25. **Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

26. **Other Terms**. This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service. You agree that your download and use of the Mobile App is subject to the license agreement for the Mobile App.

27. **Change in Terms**. We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the mail or email address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

Note: The Service may not be available at all times. We may make additional services or new features available from time to time.

28. **Termination**. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Any indemnification required by this Agreement shall survive its termination.

Appendix B

Limited-Use Green Dot Bank Account Terms & Conditions

These terms and conditions form a part of, and amend, the Deposit Account Agreement to which they are attached.

If we allow you to have a limited-use account, the following terms and conditions apply to your limited-use account.

- You cannot deposit additional money to your limited-use account;
- You cannot use your limited-use starter card to withdraw cash or check your balance at ATMs or for cash access at tellers or otherwise;
- You may not be able to use your limited-use starter card for card-not-present transactions (such as online or phone transactions);
- Except as described in these terms and conditions, you may use your Card as described in the Deposit Account Agreement;
- Your limited-use account is not eligible for FDIC insurance;
- You may not be eligible to use our Mobile Deposit Service, Bill Payment Service, or Person to Person Transfer Service;
- You are not eligible to use Overdraft Protection;
- Your account is not eligible to earn Cash-Back Rewards;
- You are not eligible to deposit money in the Money Vault;
- You are not eligible to order checks; and
- The rights and terms set forth in Section 9 titled "Electronic Fund Transfers; Other Rights & Terms," including, but not limited to, the error resolution and the limited liability provisions, do not apply to your limited-use account.

Appendix C

Green Dot Bank Account Cash Rewards Terms & Conditions

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

Earning Cash-Back Rewards. On your enrollment date, you are automatically enrolled in the Cash-Back Rewards program and you are immediately eligible to earn cash-back rewards on qualifying purchases made with your Card ("***Cash-Back Rewards***"). Your enrollment date is the date that you activate your Card after purchase at a retailer. You will not be enrolled in the Cash-Back Rewards program if you have a limited use bank account. You will be eligible to earn Cash-Back Rewards of five percent (5%), rounded to the nearest cent, on total net qualifying purchases made using your Card or your Card number (less returns and credits) posted to your Card during each Reward Year. For the purposes of Cash-Back Rewards, a "***Reward Year***" is twelve (12) monthly periods in the aggregate during which your account has been in good standing (a "***Reward Year***"). The maximum amount of Cash-Back Rewards that you can earn with respect to a Reward Year is one hundred dollars ($100.00).

After the first Reward Year, each subsequent Reward Year will commence on the day after the end of the prior Reward Year. Only the use of your Card or Card number to purchase goods or services is a qualifying purchase for Cash-Back Rewards. The following purchases/transactions shall not be considered qualifying purchases for purposes of earning Cash-Back Rewards: ATM transactions, teller cash withdrawals, the portion of any in-store transaction that represents a cash withdrawal at the point of sale, quasi-cash transactions (i.e. purchase of items that convert to or substitute for cash, such as digital wallets, casino chips, travelers checks, lottery tickets, etc.), the use of your Card to purchase gift cards or for funding another card or account, using our online bill pay service to pay bills, transferring funds from your Card or bank account to another bank account or credit card account, and transactions conducted at https://www.greendot.com or our mobile application (such as online bill payments or person-to-person transfers). Cash-Back Rewards are normally accrued to your Cash-Back Rewards balance promptly after your qualifying purchase transaction posts, but could take up to thirty (30) days.

How Returns, Reversals, Cancellations or Disputes Impact Cash-Back Rewards. Returns, reversals, cancellations or disputes involving a qualifying purchase will result in your Cash-Back Rewards 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 Rewards already earned. It may also cause a negative Cash-Back Rewards balance and in some instances, in our sole discretion, a negative Cash-Back Rewards balance amount may be debited from your bank account if that amount has already been redeemed by you and posted to your account balance.

Redemption of Cash-Back Rewards. Your accrued Cash-Back Rewards will be eligible for redemption on an annual basis, after the end of each Reward Year. In order to redeem Cash-Back Rewards, your bank account (i) must be in good standing (as described below); (ii) cannot be closed or blocked or in a status that does not permit you to deposit additional money; and/or (iii) must not have a negative balance, all at the time of redemption. If you choose to redeem your Cash-Back Rewards, you must do so by going online at https://www.greendot.com or using our mobile application. Once you have redeemed your accrued Cash-Back Rewards amount, it will be applied as a credit to your account balance. You must redeem all of your accrued Cash-Back Rewards that are eligible for redemption. Partial redemption is not permitted. Cash-Back Rewards that are eligible for redemption will expire after one year if not redeemed. If we close your account for any reason, any non-redeemed Cash-Back Rewards will be forfeited.

Good Standing Requirements. To maintain your account in good standing for purposes of being eligible to earn and redeem accrued Cash-Back Rewards, you must have paid your Monthly Charge by the end of the monthly period.

Suspension/Termination of Your Participation in the Cash-Back Rewards Program. We reserve the right to suspend or prohibit your ability to earn, use or redeem the Cash-Back Rewards referenced above in the event you (i) violate any of the Cash-Back Rewards program 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 Rewards feature(s); (iv) structure purchases or conduct transactions with your Card to manufacture spend; or (v) engage in any fraudulent or inappropriate acts. Any Cash-Back Rewards 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 Rewards 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 Rewards program at any time.

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