Cardholder Agreement
Schedule of Fees and Charges
Synovus Bank Privacy Policy
Green Dot Corporation Privacy Policy

CARDHOLDER AGREEMENT

This agreement is effective as of October 1, 2010 and replaces any previous agreement for this Card.

This Cardholder Agreement, including the Schedule of Fees and Charges and the privacy policies provided herewith (this "Agreement"), sets forth the terms of your stored value card. Please read it carefully and retain it for your records. This Agreement covers both the temporary Visa or MasterCard Card that was in the package you purchased (or the non-personalized, non-reloadable Card you received, if the context so dictates) ("Temporary Card") and the personalized, reloadable Visa or MasterCard Card that you may receive in the future ("Personalized Card"). The term "Card" refers to both the Temporary Card and the Personalized Card unless stated otherwise in this Agreement. Your Card is issued by Synovus Bank and serviced by Green Dot Corporation. NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

If you do not agree to these terms, do not use the Card, save your receipt, and cancel the Card by calling us at the number on the back of your Card. If you cancel your Card within 30 days of its purchase, we will refund your purchase fee, any monthly charge assessed and any remaining value. However, by using or allowing another person to use the Card, you thereby agree to the terms of this Agreement.

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Definitions. In this Agreement, the words "you" and "your" mean the owner of the Card ("Cardholder") and any persons authorized by the Cardholder to use the Card ("Authorized Users"). Note: Authorized Users include, without limit, your Registered Users, all of whom must comply with all of the terms of this Agreement. "Bank," "we," "us", and "our" mean Synovus Bank, the issuer of the Card, or anyone to whom we assign our rights. "Sales Agent" means each distribution agent and retail outlet authorized to provide Cards for sale to the public. Note: Sales agents have no authority to make representations or warranties on behalf of the Bank or Green Dot, or to bind the Bank or Green Dot or enter into any agreement on behalf of the Bank or Green Dot, with respect to the Card or otherwise. "Registered User" means a person the Cardholder registers and authorizes to use the Card in accordance with procedures provided by Green Dot. "Green Dot" means Green Dot Corporation, the third party that administers the Card program and to whom you submitted your Temporary Card number to obtain the Card. Green Dot provides certain support and marketing services for the Card.

Your Card. The Temporary Card is subject to all of the terms of this Agreement, in the same manner as the Personalized Card itself, and to such other terms herein as expressly apply to Temporary Cards. The Card is non-transferable and may be used only by the Cardholder or an Authorized User. You are not permitted to resell your Card. INTEREST WILL NOT BE PAID TO YOU FOR ANY VALUE LOADED ON YOUR TEMPORARY CARD OR THE PERSONALIZED CARD. THERE IS NO CREDIT CARD, CREDIT LINE, OVERDRAFT PROTECTION, OR DEPOSIT ACCOUNT ASSOCIATED WITH YOUR CARD. The funds on your Card are insured to the maximum provided by FDIC through a custodial account maintained and tracked by the Bank.

Registering Your Temporary Card. The minimum initial load is \$10. The maximum initial load amount is \$500. These initial load amounts may vary by retailer. Your Temporary Card has no ATM access. Prior to using the Temporary Card, you must register it, either by going online to the website address on the back of your Card or by calling 1-866-785-6963. You must have your Temporary Card when you call to register or for any refunds. We may refuse to register your Temporary Card in our sole discretion. If we are unable to verify your identity, you will not receive a Personalized Card embossed with your name. You may receive a refund check or we may choose to permit you to use the Temporary Card until the balance on the Temporary Card has been fully spent. We may also limit the number of cards issued to you in our sole discretion. It is important that you save your receipt until you have successfully registered your Card.

Important Information About Procedures for Registering Cards: To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you register your Card, we will ask for your name, address, date of birth, social security number and other information that will allow us to identify you. We may also ask to see copies of your driver's license or other identifying documents. We also will request information of any Registered User, including, but not limited to, the full name and date of birth of any Registered User.

Activating Your Personalized Card. Once your Temporary Card is registered and we have successfully verified your personal information, we will issue and mail a Personalized Card to you. When you receive your Personalized Card, you will need to activate it and choose a Personal Identification Number ("PIN") online or by phone at the website address or the number on the sticker on the Personalized Card. Once you activate your Personalized Card, the amount remaining on the Temporary Card will be automatically transferred to your Personalized Card, and you will no longer be able to use your Temporary Card.

Using Your Card. You may use the Temporary Card in person at stores accepting Visa or MasterCard cards, to purchase goods or services over the Internet, by mail order, and by telephone from participating MasterCard or Visa merchants. The Temporary Card cannot be used: (i) for any purchase at a merchant that cannot authorize your card "real-time," (ii) at ATMs or for any other type of transaction that requires a PIN or (iii) at merchants or ATMs outside of the United States. You may use your Personalized Card to purchase goods and services anywhere MasterCard or Visa debit cards, as applicable, are accepted and to access cash at ATMs of financial institutions displaying the MasterCard or Visa name and/or logo. Each time you use the Card (or the Temporary Card) to purchase goods or services, you authorize us to charge the amount against your Card's available value. For security reasons, we may limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. You agree that you will: (i) not use the Card at unlawful domestic and/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 Card funds; and (iv) use the Card only as instructed. You agree not to use the Card for business purposes. We may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Your Representations and Warranties. By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or 19 if you reside in a state where the age of majority is 19); (ii) you are a U.S. citizen or legal alien residing in one of the 50 states, the District of Columbia or Puerto Rico; (iii) you have provided us with a verifiable U.S. street mailing address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

Information Collection. When you call to activate your Card, you will be asked to provide information about yourself. The personal information you give at activation is being collected by both Green Dot and Synovus Bank. Personal information about you will be used by Synovus Bank as described in its Privacy Policy. You understand and agree that Green Dot also will receive and use the information you provide so that Green Dot may offer you other products and services. Green Dot's privacy policy will govern how Green Dot uses the information you provide to Green Dot. You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

Adding Value to the Card. Value will be "loaded" or added to the Temporary Card after the Temporary Card has been registered and the authenticity of the Temporary Card and/or "load" instruction has been verified. You can add ("reload") additional value to your Personalized Card (and to your Temporary Card if you have provided and we have verified personally identifiable information as discussed above under "Important Information About Procedures for Registering Cards") at any Sales Agent or by following the directions supplied with the Card. Visit www.greendot.com to find a Sales Agent near you. A reload fee may apply for each reload. The maximum daily reload limit is \$2,500, however, maximum in-store reload limits apply. The maximum amount of value that can reside on the Card at any time is \$2,500. We may, in our sole discretion, permit you to maintain a higher balance limit or to have a higher daily load limit if you elect to have funds directly deposited to your Personalized Card by your employer or other payor. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any request to reload value to the Card at our sole discretion. The Card may only be reloaded by the Cardholder. No Authorized User may reload funds to the Card.

Direct Deposits. You may arrange to have funds transferred directly to your Personalized Card by your employer or other appropriate payor. To enroll, you will need to provide your employer or payor with the direct deposit enrollment form that is included with your Personalized Card. You may also print an enrollment form at www.greendot.com. Funds from electronic direct transfer will generally be available on the day the Bank receives the transfer. If you have arranged to have direct deposits made to your Card at least once every 60 days from the same person or company, you can call us at 1-866-795-7597 or visit www.greendot.com to find out whether or not the deposit has been made. 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 accept, reject or limit transfers via direct deposit in our sole discretion. You may cancel the direct transfer authorization at any time by sending a written notice to your employer and providing your employer and the Bank sufficient time to act upon the notice. Your employer may terminate this method of payment, with or without cause, at any time.

Authorization Holds. 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 its final value. When you use your Card at an ATM or for a teller cash advance transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on your Card's funds for the amount indicated by the merchant. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Your Obligation for Overdrafts. You should maintain sufficient value on your Card to pay for each transaction. You are not authorized to make purchases that in the aggregate exceed \$2,500 per calendar day. If a merchant attempts to process a transaction for more than the value available on the Card, the

transaction may be declined. If you conduct transactions in an amount that exceeds the value on your Card, you agree to pay us the overdrawn amount immediately, without further demand. We may deduct the overdraft amount from any current or future funds on this or any other Card you register, activate or maintain (including any other prepaid cards serviced by Green Dot and issued by the Bank to you).

Refunds for Purchases Made With the Card. Any refund for goods or services purchased with the Card will be made in the form of a credit to the Card. You are not entitled to receive a check refund unless your Card has been closed.

Disputes with Merchants. Neither we nor Green Dot are responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. All such disputes must be addressed to the merchants from whom the goods and services were purchased.

Cancellation and Suspension; Limits. We reserve the right, in our sole discretion, to limit your use of the Card, including limiting your use of the Card at ATMs. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so online at www.greendot.com or by calling Green Dot at the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund as provided below in "Card Expiration; Life of Card." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. The Bank can waive or delay enforcement of any of its rights under this Agreement without losing them.

Card Expiration; Life of Card. Subject to applicable law, you may use the Card only through its expiration date. If you attempt to use the Card after the expiration date, the transactions may not be processed. The Card is good for at least one year from the date of first activation and will be subject to a monthly maintenance fee for the life of the Card. If your Card has a zero or negative balance, we may, at our option, cancel your Card without notice. Once the Card has expired for any reason, it cannot be renewed or reloaded. If there is a balance remaining on the Card upon expiration, the balance will be transferred to a new Card. If we do not choose to issue a new Card to you or if we cancel your Card privileges for any reason, we will send a refund of the balance remaining on the Card, after deducting fees and charges owed to us and any outstanding transactions to you at the address shown in our records.

You will not be able to add more value to your Card once the Card has expired if we do not issue you a new Card or if your Card is closed, either by us or by you. After Card expiration, if we do not issue you a new Card, you will need to purchase a new Card with a new card number.

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

Fees. We will charge you, and you agree to pay, the fees and charges set forth in the Schedule of Fees. We normally deduct fees automatically from the Card balance at the time a fee is incurred.

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SCHEDULE OF FEES

Fee Type	Fee	

Initial Purchase	Varies by retailer, up to \$4.95 (\$6.95 for the NASCAR® Prepaid Visa Card).
Monthly Charge	Waived in any monthly billing cycle when you load at least \$1,000 to your Card or have 30 posted purchase transactions (excludes all ATM declined withdrawals, ATM balance inquiries and teller cash advances). Otherwise, \$5.95.
ATM Withdrawal & Teller Cash Advance	Free at in-network* ATMs All other ATM withdrawals: \$2.50** Teller cash advance: \$2.50
ATM Balance Inquiry at Non-Network ATMs	\$0.50
Lost/Stolen Card Replacement	\$4.95
Reload at Retail Location	Varies by retailer, up to \$4.95
Expedited Card Delivery	\$19.95
Second Card	\$4.95
Foreign Transactions (see paragraph titled "Foreign Transactions")	3% of total transaction amount

^{*} To find the in-network ATM nearest you, visit <u>www.greendot.com</u>. In-network ATM transactions are also surcharge free.

Your first monthly billing cycle lasts for 30 days and begins on the date you register your Temporary Card. Each subsequent billing cycle will end on the same day of the month each month. If a Monthly Charge is applicable, it will be assessed on the last day of your monthly billing cycle. If you do not register your Temporary Card, a Monthly Charge will be assessed beginning 90 days from the date you purchased your Card.

Unclaimed Property. If we have no record of Card activity for several years, applicable law may require us to report the balance on the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the state as unclaimed property.

Obtaining Card Information. You may obtain information about the amount of money you have remaining on your Card by calling 1-866-795-7597 or by calling the number on the back of your Card. This information, along with a 60-day history of account transactions, is also available on-line at www.greendot.com. You also have the right to obtain a 60-day written history of account transactions by calling the telephone number above or the number on the back of your Card, or by writing us at Written History Request, Green Dot Corporation, P.O. Box 1187, Monrovia, California 91017. Please include your name and Card number.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard and Visa currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives), or (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% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the 50 United States.

^{**} When you use an ATM not within our network, you may be charged a fee or surcharge by the ATM operator.

Information Given to Third Parties. We may disclose personally identifiable information to third parties about you, the Card, and the transactions on your Card: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the Card 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 Card 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 prevent, investigate or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as permitted by law. Please see our Privacy Policy for further details.

Recurring Transactions. Your Temporary Card may not be used for recurring transactions. If you intend to use the Personalized Card for recurring transactions, you should monitor your balance and keep funds loaded to the Card to cover the transactions. "Recurring transactions" are transactions that are automatically charged to your Card each month with or without any action on your part. Examples of merchants that may use recurring transactions include wireless carriers, Internet service providers, health clubs, insurance companies that automatically charge monthly premiums to the Card and cable TV services. Because the Card is prepaid and does not carry a credit line, these merchants may suspend or cancel your service if you don't have enough value left on the Card when that recurring transaction comes due. This could be important if the recurring charge is for an essential service. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance on your Card to cover the transaction.

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

Non-Assignability. You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

Entire Agreement. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous understandings or agreements with respect to their subject matter.

Severability. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

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

Survival. This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

Acknowledgement. Your Card is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By accepting your Card, 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. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY <u>BINDING ARBITRATION</u>. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. <u>IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.</u>

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) 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 (iv) 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 pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. 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; by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019; or by phone at 800.778.7879 (toll free).

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 an Authorized User, Registered User, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Exceptions. You and 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, to exercise a security interest or lien the Bank may hold in any property, the Bank's compliance with legal process involving Card funds or other property, or its right of offset.

Individual Claims Only. It is the intent of the parties to require Claims to 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, Authorized Users and Registered 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, you must pay the lesser of one-half of any required arbitration fees or \$125.00, unless the applicable rules and procedures of the arbitration administrator or this arbitration provision provide for a lesser amount, and the Bank will pay the remaining amount of 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. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will 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 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, including the award of attorneys' fees and costs if allowed by contract, statute, or applicable substantive law. At the conclusion of the arbitration, the arbitrator may allocate arbitration fees in accordance with applicable law, provided that such fees do not exceed the filing fees that would have been incurred if the claim had been brought in a state or federal court with jurisdiction over the Claim. At the request of any party, the arbitrator will provide a written explanation of the basis for the award and the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

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

NEGLIGENCE OR MISCONDUCT BY THE BANK OR GREEN DOT SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

Notices. We may send notices to you at the last postal or e-mail address reflected for you in our Card records. Notices sent to you for any one of your cards shall be deemed given with respect to all of your cards. If your e-mail or postal address changes, you agree to promptly update your information online at www.greendot.com or by calling the Customer Support number on the back of your Card immediately. Failure to do so may result in a replacement Card or Card information being mailed to the wrong person or your transactions being declined at the point-of-sale.

Change in Terms. Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice (unless otherwise stated herein that no notice shall be required). Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from the making of the change.

Questions. Please see the information below regarding the operation of your Card. If you have questions regarding your Card, you may review your Card's transaction history online at www.greendot.com or call Green Dot Customer Support at the number on the back of your Card.

Other Rights and Terms

In Case of Errors or Questions About Card Transactions. Telephone us at 1-866-795-7597 or the number on the back of your Card, or write to us at Green Dot Customer Care, P.O. Box 1187, Monrovia, California 91017 as soon as you can, if you think an error has occurred in your Card account. We must allow you to report an error until 60 days after: (i) the earlier of the date you electronically accessed your account, provided the error could be viewed in the electronic history; or (ii) the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling the number identified above or the number on the back of your Card or by writing us at Written History Request, Green Dot Corporation, P.O. Box 1187, Monrovia, California 91017. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

For errors involving new cards, we may take up to 20 business days to credit your Card for the amount you think is in error. For errors involving point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. 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. If you need more information about our error resolution procedures, call us at 1-866-795-7597 or the number on the back of your Card or visit www.greendot.com.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Reporting your Card lost or stolen by calling us at the number on the back of your Card is

the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two business days after learning of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. (Note: If your Card is a MasterCard Card, you will not be liable for the amounts stated above if: your Card is in good standing; you have not reported more than two incidents of unauthorized use in the preceding 12 months; and you have exercised reasonable care in safeguarding your Card from risk of loss or theft. 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.) You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card or PIN and that you will be liable for all such uses by such person.

Also, if your on-line or paper transaction history shows transfers that you did not make, including those made by your Card, PIN or other means, tell us at once. If you do not tell us within 60 days after: (i) you electronically access your Card information at www.greendot.com; or (ii) we provide you with a written history of your Card transactions, you may not get back any Card value you lost after the 60 days if we can prove that we could have stopped someone from taking the Card value if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

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

You agree to cooperate reasonably with us and Green Dot in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. If you authorize another person to use the Card, you agree to be liable for all transactions arising from the use of the Card by that person, to the fullest extent permitted by law.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from the Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process);
- (b) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (c) if a merchant refuses to honor the Card;
- (d) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (e) if you attempt to use a Card that has not been properly registered or activated;
- (f) if the Card has been reported as lost or stolen or has been suspended by us, if we have limited or revoked your Card privileges or if we have reason to believe the transaction is not authorized by you; or (g) as otherwise provided in this Agreement.

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FACTS	WHAT DOES SYNOVUS BANK DO WITH YOUR PERSONAL INFORMATION RELATING TO YOUR PREPAID CARD?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and account balances account transactions and purchase history transaction history and overdraft history When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Synovus Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Synovus Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-866-795-7597 or go to www.greendot.com	

How does Synovus Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to your personal information to those who need to know that information to provide our prepaid card services to you.
How does Synovus Bank collect my personal information?	We collect your personal information, for example, when you
	Open an account or pay your bills
	use your card or provide account information or
	give us your contact information We also collect your personal information from other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only
	sharing for affiliates' everyday business purposes—information about your creditworthiness
	affiliates from using your information to market to you
	sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Synovus Bank does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. Synovus Bank does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Synovus Bank doesn't jointly market.

Other important information

If you are a resident of California or Vermont, we will not share with nonaffiliates except for our everyday business purposes or with your consent.

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FACTS	WHAT DOES GREEN DOT CORPORATION DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and account balances account transactions and purchase history transaction history and overdraft history When you are no longer our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Green Dot Corporation chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Green Dot Corporation share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes– information about your	No	We don't share

you Questions?	No We don't share Call 1-866-795-7597 or go to www.greendot.com	
For nonaffiliates to market to	N-	VA/- desile de ser
creditworthiness		

What we do

How does Green Dot Corporation protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Green Dot Corporation collect my personal information?	We collect your personal information, for example, when you Open an account or pay your bills use your card or provide account information give us your contact information We also collect your personal information from other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. Green Dot Corporation does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. Green Dot Corporation does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Green Dot Corporation doesn't jointly market.

Depending on where you live, you may have additional privacy protections under state law. We will comply with applicable state laws before sharing nonpublic personal information about you. We may do this by sending a separate notice of those rights to you. For example, if you are a resident of California or Vermont, we will not share with nonaffiliates except for our everyday business purposes or with your consent.

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