

**PAY AS YOU GO VISA DEBIT CARD
DEPOSIT ACCOUNT AGREEMENT**

WELCOME!

This Pay As You Go Visa Debit Card Deposit Account Agreement (this “*Agreement*”) explains the fees, policies, terms, and conditions that govern your Pay As You Go Visa Debit Card (“*Card*”), and the associated FDIC-insured, non-interest-bearing primary deposit account (“*primary deposit account*”), which, unless otherwise noted in this Agreement, includes all non-interest-bearing savings subaccounts (“*Vaults*”) where you may put money aside for certain purposes (collectively, your “*Account*”). This Agreement includes all appendices attached hereto, such as the Online and Mobile Services Agreement attached as Appendix A, Limited-Use Bank Account Terms & Conditions attached as Appendix B, and any other terms and conditions incorporated by reference.

In this Agreement, “*you*” and “*your*” refer to the owner of the Account, and “*Bank*,” “*we*,” “*us*,” and “*our*” refer to Green Dot Bank, Member FDIC, the issuer of your Card and the bank that holds the money in your Account. Please note that Green Dot Bank also operates under the following registered trade names: GO2bank, GoBank, and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Your deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.

Green Dot Corporation is a service provider to Green Dot Bank.

NOTICE: THIS AGREEMENT REQUIRES CLAIMS (AS DEFINED BELOW) TO BE RESOLVED BY WAY OF BINDING ARBITRATION AT THE ELECTION OF YOU OR THE BANK UNLESS YOU OPT OUT OF THE ARBITRATION PROVISION WITHIN THE TIME SPECIFIED. THE TERMS OF THE ARBITRATION PROVISION AND THE INSTRUCTIONS FOR OPTING OUT APPEAR AT THE END OF THIS AGREEMENT.

1. Getting Started

- a. *General.* Your Account is a deposit account. Money in your primary deposit account and in your Vaults will not earn interest. To open and use an Account, you must be 18 years of age or older and be 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. As such, when you apply for an Account, we will ask for your name, residential street address or other address as may be permitted by our internal policies, applicable law, rule, or regulation, date of birth, social security number, mobile phone number (or, in our discretion, another type of phone number), and other information that will allow us to identify you. We may also use other methods of data collection, like device ID and geolocation data generated from your devices, and other sources of data to verify the personal information you provide to us, including, but not limited to, the collection and validation of your government-issued ID or other printed documentation and data related to your mobile phone, computer, and/or other devices. In addition, before you may use certain features of your Account, we may require you to undergo further identity or Account verification, including, but not limited to, activating your physical, personalized Card (“*Personalized Card*”), verifying your email address or mobile phone number, verifying you using a photo from your mobile phone, or uploading an acceptable form of identification, which may include, but is not limited to, a current passport, driver’s license, or other government-issued documentation that we deem sufficient to verify your identity. We reserve the right not to accept your government-issued ID in our discretion. We also 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. 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. We reserve the right to perform additional due diligence, verification, and account review activities throughout the lifecycle of your Account, including requesting additional information or documentation from you, as permitted by our internal policies and applicable law, rule, or regulation.
- b. *Limited-Use Starter Cards.* If you purchased an account starter package with a temporary Card at a retail store or if you received a temporary card in the mail on an unsolicited basis (each such card, a “limited-use starter card”), you must activate your Account by going to <https://www.greendot.com> (“*Website*”) or by using our Green Dot mobile application (“*Mobile App*”) before you may use the limited-use starter card. Your limited-use starter card is subject to more limitations than the Personalized Card you may receive after activating your Account. You may not use your limited-use starter card: (i) for purchases at merchants that use a manual imprint machine; (ii) for cash access at tellers, unless otherwise indicated; (iii) for purchases at merchants outside of the U.S. (including internet websites based outside the U.S.); (iv) for the Funds Transfer Services (as defined below); (v) for the Bill Payment Service (as defined below); (vi) for Overdraft Protection (as defined below); (vii) to establish a savings Vault, or (viii) to add cash to your Account at a retailer via barcode. Following additional identity

verification, we may, in our sole discretion, allow you to use your limited-use starter card with some or all of the features of a Personalized Card, and we will notify you if we do.

c. *Limited-Use Accounts*. If you purchased an account starter package with a limited-use starter card at a retail store and we cannot verify your identity or for any other reason decide to not open an Account in your name, we may, in our sole discretion, allow you to have a limited-use account (“limited-use account”) for the sole purpose of spending the money you provided for your initial deposit when you purchased the limited-use starter card. As such, a limited-use account cannot use the funds disbursement options available for the Cardless Funds Access Service (as defined below). Please see Appendix B for more information about limited-use accounts.

2. Fees. Our fee schedule below describes the fees associated with your Account and certain related services. We may offer additional products, services, and features from time to time, and the fees we charge 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 to withdraw funds from your primary deposit account, you may be charged a fee by the ATM operator in addition to our fee. Except as expressly noted below, the fees listed in the schedule below will be deducted from your primary deposit account balance when they are assessed. If your primary deposit account balance is less than the fee amount or your primary deposit account balance is negative, the assessment of the fee will result in a negative balance in your primary deposit account or increase the negative balance of your primary deposit account, as applicable. If that occurs, any subsequent deposits or credits to your primary deposit account will first be applied to the negative balance. For more information about negative balances, see Section 9.c. titled “Negative Balances”.

Fee Type	Fee
Transaction Fee	\$1.50. This fee is charged each time your Card is used for a purchase transaction, or each time you conduct a transaction that debits money from your primary deposit account, including using your Card and deducting money from your primary deposit account using your routing and account number, but not including ATM transactions. The fee will be assessed when your transaction actually posts, but if you do not have enough money to cover the fee and the amount of your transaction at the time of the transaction, your transaction will be declined. The fee is capped at 20 transaction fees per calendar month..

Pre-Activation Inactivity Fee	\$9.95. If you do not activate your Account after purchase at a retail location, then ninety (90) days after purchase a monthly inactivity fee of \$9.95 will be assessed until you activate your card
Post-Activation Inactivity Fee	\$5.95 per month post-card activation. Once your card is activated, after ninety (90) days of no card spend, load, or fee activity, a fee of \$5.95 will be charged each month your Account remains inactive.
ATM Withdrawal Fee ²	\$3.00 per transaction.
ATM Balance Inquiry Fee ²	\$0.50 per inquiry.
Teller Cash Withdrawal Fee	\$3.00 per transaction.
Add Cash/Load Cash Fee <i>This is the fee to add cash to your Account at a participating retail location.</i>	Up to \$4.95. This fee is not deducted from your Account and will not be reflected in any periodic statement For participating retail locations, please visit www.greendotnetwork.com .
Cardless funds pick-up fee when you close your Account <i>This is our fee for a cash pick- up at a Walmart store or other participating retailer if you close your Account.</i>	Up to \$5.00.
Cardless funds pick-up fee when your Card is lost or stolen <i>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.</i>	\$3.00. <i>This fee is in addition to any Card replacement fee that may apply.</i>
Replacement Card Fee (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 Fee (for Lost, Stolen, or Damaged Card) (expedited delivery)	\$20 total, comprised of \$5.00 for replacement Card and a \$15.00 rush delivery fee to have the replacement Card delivered on an expedited basis (generally within 4 business days).
Foreign Transaction Fee	3% of total U.S. dollar amount of the transaction. This fee is charged if you conduct a transaction (in U.S. or foreign currency) with a foreign merchant or financial institution (including foreign website) or if you conduct a transaction in a currency other than U.S. dollars (each a "Foreign Transaction"). This fee is in addition to any other fee that may apply to a Foreign

	Transaction. Please note that use of your Card outside of the U.S. is limited; see Section 6.e. titled “Foreign Transactions” for more information. In addition, if you conduct a transaction in a currency other than U.S. dollars, the merchant, network, or card association that processes the foreign transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. See Section 6.e. titled “Foreign Transactions” for more information.
Paper Statement Fee	\$2.50 per statement. If you have not executed an Electronic Communications Agreement and opted into the electronic delivery of documents, then you will be charged a fee for the paper statements provided to you by mail.
Overdraft Fee <i>(Overdraft Protection is an optional service that is available, at our discretion, only if you opt in and satisfy our eligibility requirements. See Section 10 for more information.)</i>	\$15 for each transaction that is greater than \$5 and overdraws your primary deposit account by more than \$10, up to a maximum of ten overdraft fees per monthly statement period.

¹ Your first monthly statement period will begin on the date of your initial deposit to your Account (“**Initial Deposit**”) and end the day before the one-month anniversary of your Initial Deposit. Monthly statement periods thereafter begin on the same day of the month each month. If your Initial Deposit occurs on the 29th, 30th, or 31st of any month, however, your first monthly statement period will begin on the first day of the subsequent month and end on the last day of that month, and your monthly statement periods thereafter will begin on the first day of each month.

² You may also be charged a fee by the ATM operator in addition to our fee, even if you do not complete a transaction.

3. **Limits on Your Account.** In addition to any other limits included in this Agreement, your Account is subject to the following limits:

Limit Type	Limit
Maximum Account Balance	\$50,000
Additions of Cash at Retail Locations (Cash Loads)	Daily Amount: \$3,000
ATM Cash Withdrawals	Daily Amount: \$500 Daily Transactions: 10 Monthly Amount: \$3,000
Teller Cash Withdrawals	Monthly Amount: \$3,000
Purchase	Daily Amount: \$10,000
Point of Sale Cash Back	Daily Amount: \$2,500 Monthly Amount: \$3,000
Combined Purchase & Cash Withdrawals	Daily Amount: \$10,000 <i>Unless you are withdrawing cash pursuant to the Cardless Funds Access Service, as described further in this section, to which different limits apply.</i>
Funding Transactions <i>“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, or adding value to a digital wallet). As the transaction is authorized via a third-party platform, our exact fees may not be viewable simultaneously with the</i>	Monthly Amount: \$1,500 <i>If your primary deposit account balance is less than the total transfer amount, the transfer request will be declined.</i>

<i>transaction, and we are not responsible for any costs or losses incurred if transfers are not permitted or are restricted or delayed.</i>	
Cardless Funds Access Upon Account Closure	Minimum: \$20 per transaction Maximum: \$2,999.99 per transaction
Cardless Funds Access if Card is Lost or Stolen	Minimum: \$20 per transaction Maximum: \$500 per transaction Daily Amount \$1,500 Daily Transactions: 3 Weekly Amount: \$3,000 Weekly Transactions: 12
Bill Pay	Minimum Payment: \$1.00 Maximum Payment: \$7,500
Inbound Bank Transfer	1 st Transaction: \$100 Minimum: \$1.00 Daily Amount: \$1,000 Monthly Amount: \$3,000

We may, in our sole discretion, permit you to exceed the limits. Daily limits cover any rolling 24-hour period. Weekly limits cover any rolling seven-day period. Monthly limits cover any rolling 30-day period.

4. Deposits

- a. *General.* Once you open your Account and make the initial deposit into your primary deposit account, the Bank may mail you a Personalized Card that is linked to your primary deposit account. If you are approved, we will provide you with Card information (“**Virtual Temporary Card**”) that you may use online at merchants that accept Visa until you receive your Personalized Card. When you purchase an account starter package at a retail store, you will need to give the cashier an amount of cash (generally \$20 minimum up to \$500 maximum) to be credited to the limited-use starter card in the package. You may make deposits to your primary deposit account by adding cash at participating retailers, or may also deposit funds via automated clearing house (“**ACH**”) which includes deposits via direct deposit, and using our Funds Transfer Services (as defined below), subject to applicable fees, limits, and conditions. We 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. More information regarding how to deposit money to your primary deposit account can be found at www.greendot.com and via the Mobile App.
- b. *Limits on Deposits.* We may refuse to accept a deposit to your primary deposit account, limit a deposit’s size, or return all or part of a deposit to you or the sender. Except as otherwise permitted by us, no other person may deposit money to your primary deposit account on your behalf, and we reserve the right to reject any such deposit. We will not accept checks or cash mailed to us for deposit, cash deposits at ATMs, or inbound wire

transfers. If you add cash to your primary deposit account at a participating retailer, please be aware that retailers have their own minimum and maximum cash load limits.

- c. *Direct Deposits.* You may arrange to have funds transferred directly to your primary deposit 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 primary deposit account at least once every 60 days from the same person or company, you can call us at (866) 795-7597, visit www.greendot.com or use the Mobile App to find out whether or not the deposit has been made. Funds from direct deposits will generally be available on the day we receive the transfer. In case of transmission error or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, funds will generally be available within five business days after we receive 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 your direct deposit 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.
5. 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.
- a. *Add Cash (load cash).* Additions of cash to your Account (i.e., cash loads to your Account) made through participating retailers are generally made available within 60 minutes from the time the transaction is reported to our technology systems by the retailer. Retailers may charge and collect fees of up to \$4.95 when adding cash to your primary deposit account at their locations. This fee is charged by the retailer and is subject to change. This fee is not deducted from your Account and will not be reflected in any periodic statement. This fee can be lower depending on how and where you add cash. Additions of cash to your Account may be made via swipe or via a barcode made available to you in the Mobile App. Notwithstanding the foregoing, you may not add cash to your Account via a barcode in the Mobile App if you do not have an activated Personalized Card.
 - b. *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, transferred, or withdrawn the funds, you are still responsible for any problems involving your deposit. If a deposit is made on a business day, we will consider that day to be the day of the deposit. However, if a deposit is made on a non-business day or on a day we are not open, we will consider that the deposit was made on the next business day.
 - c. *Special Rules for New Accounts.* During the first 30 days your Account is open, funds from deposits of cash will be available on or before the first business day after the day of your deposit if the deposit meets certain conditions. We may also impose different funds availability limits for other forms of deposits during the first 30 days your Account is open, which we will notify you to the extent required by applicable law.

- d. *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.
6. About Your Card and Account
- a. *General.* Your Card is linked to your primary deposit account, and not any of your Vaults. 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 provided, and subject to the limits specified in this Agreement, you may use your Card to purchase goods and services anywhere Visa debit cards (as applicable) are accepted and to access cash at ATMs and from tellers of financial institutions displaying the 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; see Section 9 titled “We Use The Available Balance Method” for more information.
 - b. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your Account. You should get a receipt at the time you make a transaction or obtain cash using your Card.
 - c. *Limits on the Use of Your Card and Account.* We reserve the right, in our sole discretion, to limit the amount, number, and type of transactions you can make using your Account. We may, in our sole discretion, further limit your use of your Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use your Card or Account at unlawful domestic or international gambling websites, at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access your Account; and (iv) use your Card only as permitted by us. We may refuse to issue a Card, revoke or suspend your Card or Account privileges, or cancel your Card or Account with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended, or otherwise invalid Card. You cannot sell or transfer your Account to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card or Account, you are responsible for all transactions made by that person, even if they exceed the authorization granted. Your Card can only be used for cash withdrawals at ATMs and for teller cash withdrawals in the U.S. and its territories, Canada, and Mexico. We may, in our sole discretion, allow you to use your Card for cash withdrawals in other countries. Notwithstanding the foregoing, we reserve the right to limit or block the use of your Card in foreign countries due to fraud or security concerns or to comply with applicable law.
 - d. *Money in Your Account May Be Held Until a Transaction is Completed.* When you use your Card or primary deposit account to pay for goods or services, certain merchants may ask us to authorize or “hold” the transaction in advance and may estimate the final purchase amount. In addition, when you use your Card for an ATM withdrawal or a teller cash

withdrawal, we generally authorize the transaction in advance (including all applicable fees). When we authorize a transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your primary deposit account's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for transactions with certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions with certain merchants that authorize high dollar amounts, such as rental car companies and hotels, and certain cash and international transactions may cause a hold on money in your primary deposit account for up to 90 days. You will not be able to use the money in your primary deposit account that is on hold until the transaction finally settles or the hold is otherwise released. For more information about how we determine the amount of money in your Account available for your use and withdrawal, see Section 9 titled "We Use The Available Balance Method". If a pending transaction is not presented to us for payment within our established time period after being authorized (typically, three business days, but may be up to 90 days for certain types of transactions, as described above), we will release the hold. Note that if a transaction is presented to us for payment from your primary deposit account after we have released the hold, we must honor the transaction, which may result in a negative balance in your primary deposit account. For more information about negative balances, see Section 9.c. titled "Negative Balances". When a transaction finally settles, we will charge your primary deposit account for the amount of the final transaction, including any applicable fees, and then will release the hold on any remaining amount on money, as applicable.

- e. *Foreign Transactions.* A foreign transaction fee will be charged if you conduct Foreign Transaction. The merchant, network or card association or financial institution that processes the Foreign Transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Visa currently uses a conversion rate that is either: (i) selected from a range of rates available in 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 Visa itself receives), or (ii) the government- mandated rate. The conversion rate may be different from the rate in effect on the date of the transaction and the date it is posted to your primary deposit account. We will impose a Foreign Transaction Fee as set forth in Section 2 titled "Fees" for each Foreign Transaction you conduct. This charge is in addition to any of the Bank's usual fees, including, but not limited to, the teller cash withdrawal fee or ATM withdrawal fee.

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

- f. *ATM Safety.* You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at an ATM, cancel the transaction, pocket your Card, and leave. Be careful when using an ATM and be aware of the surroundings, especially at night or in isolated areas. Park near an ATM in a well-lighted area. At night, have someone accompany you to an ATM when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using an 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 ATM transaction receipts. Check them against your statements regularly. Prepare deposits at home to minimize your time at an ATM. Make sure you safeguard your PIN; do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks, and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. **We do not guarantee your safety while using ATMs.**
- g. *Refunds on Purchases.* Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your primary deposit account. For security reasons, if a credit is applied to your primary deposit account for which there was no debit originally, we may block the use of your Account.

7. Vault

- a. *General.* Your Vaults may consist of up to five separate non-interest-bearing subaccounts (each, a “***Vault***”) that you can establish as long as your primary deposit account is open with a positive balance and is in good standing. For purposes of this section, your primary deposit account is in “good standing” if it is not blocked or suspended for fraud or any other reason. There is no requirement to maintain a balance in a Vault. Additionally, there are no fees associated with the creation or maintenance of a Vault. You may close a Vault at any time, but you must first transfer any money in the Vault to your primary deposit account before doing so. Access to your Vaults is available through the Mobile App and Website. You must have an activated Personalized Card in order to establish a Vault.
- b. *Negative Balances.* The Available Balance (as defined below) of your Account does not include money in your Vaults. Without limiting any other right or remedy that we may have under this Agreement or otherwise, money in your Vaults may be used by us to cure a negative balance in your primary deposit account or as otherwise provided in Section 13.r. titled “Security Interest & Setoff”. As such, if you have a negative balance in your primary deposit account, as a result of Account fees, overdrafts, or any other reason, and you transfer money from a Vault to your primary deposit account, we will first apply the money you transfer from the Vault to the negative balance in your primary deposit account. We will not use funds in your Vaults, however, 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 Vaults.
- c. *Transfers; Transfer Limitations.* You can only transfer money to and from a Vault through

your primary deposit account. You cannot otherwise spend, withdraw, transfer, or access money in a Vault, and you cannot directly transfer money between Vaults. When you want to access money in a Vault, you must first transfer the money to your primary deposit account. Transfers between your primary deposit account and a Vault can be conducted through the Mobile App and Website; we do not accept transfer instructions over the phone or by any other means. Once you instruct us to transfer money from your primary deposit account to a Vault, that money will be unavailable for you to otherwise spend, withdraw, transfer, or access from your primary deposit account. Although, the Available Balance of your Account does not include money in your Vaults, the money in your Vaults is counted for purposes of the maximum Account balance limit in Section 3 titled "Limits on Your Account". For security reasons, we may impose limits on the numbers of transfers between your primary deposit account and your Vaults in our sole discretion. Notwithstanding anything to the contrary in this Agreement, for all funds in a Vault, we reserve the right at any time to require at least seven days' written notice of an intended transfer to your primary deposit account.

8. Electronic Fund Transfers; Other Rights & Terms

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

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money in your Account if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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

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

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

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

- c. *Our Liability for Failing to Make Transfers.* If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 *et seq.*). There are some exceptions, however. We will not be liable, for instance: (i) if through no fault of ours, your Account has insufficient funds for the transaction or the funds are unavailable for withdrawal (e.g., because they have not been finally collected or are subject to legal process); (ii) if the transaction would exceed your Overdraft Protection limit, if any; (iii) if the ATM where you are trying to make a withdrawal does not have enough cash; (iv) if the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you started the transaction; (v) if a merchant refuses to honor your Card; (vi) if you attempt to use a Card that has not been properly activated; (vii) if the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely; (viii) if your Card has been reported as lost, stolen, or compromised or has been suspended by us, if we have limited or revoked your Account privileges, or if we have reason to believe the transaction is not authorized by you; (ix) if the transaction cannot be completed because your Card is damaged; (x) if circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, pandemic, computer breakdown, telephone line disruption, or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us; or (xi) as otherwise provided in this Agreement.
- d. *How to Stop Preauthorized Transfers From Your Primary Deposit Account.* If you have told us in advance to make regular payments out of your primary deposit account, you can stop any of these payments by writing to us at **Green Dot** Attn: 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 within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your primary deposit account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be

stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement or required by applicable law.

- e. *Varying Preauthorized Transfers.* If you have arranged in advance to make regular payments out of your primary deposit account and they may vary in amount, the person you are going to pay should tell you, at least 10 days before each payment, when it will be made and how much it will be. The person you are going to pay may give you the option of receiving this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- f. *Account Statements.* You will get an Account statement each monthly statement period (unless there are no transfers in a particular month). In any case, you will get an Account statement at least quarterly, unless your Account is dormant or inactive. Your statement will be a combined statement that will reflect both your primary deposit account and your Vaults. You will have access to these statements at www.greendot.com and via the Mobile App. We do not mail paper statements. If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may be responsible for the losses resulting from such failure.
- g. *Business Days.* Except as otherwise provided in this Agreement, our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.
- h. *Amendments/Changes in Account Terms.* We may add to, delete, or change the terms of this Agreement at any time by mailing, emailing, or delivering a notice, a statement message, or an amended agreement to you at the last address (location or email) on file for you, your Account, or the service in question. Unless otherwise required by applicable law, we may amend this Agreement without prior notice (e.g., by posting the information on www.greendot.com or otherwise making it available to you). We may substitute similar services or discontinue currently offered services by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.
- i. *Information Given to Third Parties.* We may disclose information to third parties about you, your Account, and the transactions on your Account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of your Account for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer your Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to

identify, prevent, investigate, or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on your Account; (viii) to disclose the existence, history, and condition of your Account to consumer reporting agencies; and (ix) as permitted by our Privacy Policy. See our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

9. 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 Vaults. 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 your 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 money in your Vaults);
 - 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 5 titled “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 (as defined below) withdrawals that we receive for payment from your Account) but have not yet processed (see Section 6.d. titled “Money in Your Account May Be Held Until a Transaction is Completed” for details).
- b. *How We Process (Post) Transactions to your Primary Deposit Account.* We may charge your primary deposit account on the day that a transaction is presented (or returned) to us directly or electronically for payment. We may charge your primary deposit account or place a hold on funds at an earlier time if we receive notice that an item deposited to your primary deposit account is being returned, or if we receive notice that your electronic payment (e.g., at a point-of-sale) is being processed for collection.
- c. *Negative Balances.* You may not perform transactions that exceed the Available Balance of your Account, and we generally will not authorize or pay transactions that exceed the Available Balance of your Account, unless we decide, in our sole discretion, to authorize and pay such transactions because you have opted in to and are eligible for Overdraft Protection. Please note, however, that some merchants: (i) may not check with us for authorization of the transaction amount; (ii) may check with us for authorization of the transaction amount but later present a transaction for payment that is for a higher amount;

or (iii) may not timely present a transaction to us for payment, and therefore some transactions may be paid from your primary deposit account even if the Available Balance of your Account is insufficient, resulting in a negative balance in your primary deposit account, and even though you have not opted in to and are not eligible for Overdraft Protection. In such event, your primary deposit 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 primary deposit account, including any applicable transaction fees. Any negative balance on your primary deposit account must be paid immediately, without notice or demand from us, by depositing funds to your primary deposit account. Without limiting any other provisions of this Agreement, if you do not deposit funds to your primary deposit 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 primary deposit account, and we may offset any negative balance on your primary deposit account with subsequent deposits, funds in your Vaults and other credits to your primary deposit account, to the fullest extent permitted by applicable law, in accordance with Section 13.r. titled “Security Interest & Setoff”.

10. 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 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 primary deposit 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 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 account holder behaviors, as described in Section 10.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 www.greendot.com.

Please note that overdraft fees may not count towards your Overdraft Protection limit. Therefore, overdraft fees may cause your primary deposit 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 primary deposit account. We may, at any time, in our sole discretion and without notice to you, offset any negative balance in your primary deposit account with incoming deposits, funds in your Vault(s), and credits to your primary deposit account, and separately with funds from any other account you open or maintain with us. We will not, however, use funds in your Vaults to prevent an overdraft transaction (see Section 7 titled “Vault” for details).

- g. *Fees for Overdraft Protection Transactions.* We will impose an overdraft fee if we pay a Card purchase transaction that exceeds the Available Balance of your Account, except as described below and in certain limited circumstances as described elsewhere in this Agreement. The overdraft fee is in addition to any other fees that may apply to a Card purchase transaction or your Account, as disclosed in this Agreement. The amount and applicability of the overdraft fee is stated in section 2 “Fees”.
- 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 primary deposit 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 primary deposit 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.

11. Bill Payment Service

- a. *General.* Once you have received and activated your Personalized Card and if you have met our eligibility criteria, you can make payments to others from your primary deposit account using our bill payment service. This service is available through the Mobile App.
- b. *Bill Payment Service Definitions.* For purposes of this Section 11, the following definitions apply.

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

“**Biller**” is the person or entity to which you wish a bill payment to be directed.

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

“**Delivered By Date**” is the day your Biller should receive your payment.

“**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.

“Payment Instruction” is the information provided by you to the Bill Payment Service for a 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.

“Send On Date” is the day your primary deposit 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.

- c. *Service Fees and Additional Charges.* There is no service fee for using the Bill Payment Service. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider when you access the Bill Payment Service.
- d. *Payment Scheduling.* Transactions begin processing on your Send On Date. The earliest Send On 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 Delivered By Date for each Biller (typically eight Business Days from the Send On Date) will be designated through the Bill Payment Service when you are scheduling the payment, and you must select a Send On Date so that the associated Delivered By 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 Send On Date. You are responsible for ensuring that the Send On Date is sufficiently in advance of your Due Date to allow the Biller to receive the payment. We recommend that you allow at least eight Business Days between the Send On Date and your Due Date. **YOU ARE RESPONSIBLE FOR ANY LATE PAYMENTS THAT OCCUR BECAUSE YOU SCHEDULE THE SEND ON DATE TOO CLOSE TO THE DUE DATE.**

You are responsible for ensuring that there are sufficient funds in your primary deposit account on the Send On Date to complete the payment.

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

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

Postal Service or Biller.

We will use commercially reasonable efforts to make all your payments properly. If we do not complete a payment from your primary deposit account 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 will also not be liable for your losses or damages if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (i) if, through no fault of ours, your primary deposit account does not contain sufficient funds to complete the transaction; (ii) the Bill Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction; (iii) you have not provided us with the correct account information, or correct Payment Instructions; or (iv) circumstances beyond our control (such as, but not limited to, fire, flood, pandemic or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances. There are other exceptions provided in this Agreement. Provided none of these exceptions are applicable, if we cause an incorrect amount of funds to be removed from your primary deposit account or cause funds from your primary deposit 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 will only be responsible for returning those funds to your primary deposit account, or for directing to the proper Biller any previously misdirected transactions, and will have no further liability with respect to same, except as expressly provided for above.

- f. *Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a check payment.
- g. *Limits on Payments You Can Make.* Limits on the amount of a bill payment are shown in section 3 “Limits on Your Account”. Any payments you request will be considered to occur on the Send On Date.
- h. *Payment Cancellation Requests.* You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions provided in the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, on the Send On Date, it cannot be cancelled or edited, and therefore a stop payment request must be submitted.
- i. *Stop Payment Requests.* Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call us at (866) 795-7597 or write us at **Green Dot** Attn: Customer Care, P.O. Box 1070, West Chester, OH 45071-1070 so that we receive your request at least three Business Days prior to the Delivered By Date. We may require you to present your request in writing within 14 days.

For any other payments, we will attempt to accommodate your request, but will have no liability for failing to do so.

- j. *Prohibited Payments.* The following payments are prohibited through the Bill Payment Service: (i) payments to Billers outside of the U.S. or its territories; and (ii) payments prohibited by applicable law. Except as may be required by applicable law, we will have no liability for any claims or damages resulting from any prohibited payments you schedule or attempt to schedule.
- k. *Exception Payments.* Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however, such payments are discouraged and must be scheduled at your own risk. We will have no liability for any claims or damages resulting from you scheduling these types of payments. We also have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be your sole responsibility.

1. *EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY.*

THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION ARE WITHOUT, AND WE EXPRESSLY DISCLAIM, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS 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 APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE BILL PAYMENT SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BILL PAYMENT SERVICE.

- m. *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 services for your Account, such as the Bill Payment Service.
- n. *Failed or Returned Transactions.* By using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your primary deposit account. If we are unable to complete the transaction for any reason associated with your primary deposit account (for example, there are insufficient funds in your primary deposit account to cover the transaction), the transaction will not be completed and we will attempt to notify you.

- i. If you have had two (2) or more failed or returned transactions within a 90-day period, beginning at the time of the first failed or returned transaction, then we reserve the right to unenroll you from the Bill Payment Service. We will attempt to notify you of your unenrollment. You may re-enroll at any time.
- o. *Biller Limitation.* We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will attempt to notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- p. *Returned Payments.* By 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 primary deposit account. You may receive notification from us.
- q. *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).
- r. *Deactivation.* Should you fail to utilize the Bill Payment Service to pay at least one Biller on a rolling ninety (90) day basis, we reserve the right to deactivate your ability to use the Bill Payment Service. We will attempt to notify you prior to deactivation. You may re-enroll at any time after deactivation.
- s. *Suspension or Termination.* Without limiting any other right or remedy that we may have under this Agreement or otherwise, we may suspend or terminate your ability to use the Bill Payment Service at any time without prior notice in the event that we believe there is a problem with your use of the Bill Payment Service, including, without limitation, under

the following circumstances: (i) if you breach this Agreement or any other agreement with us; (ii) we believe there has been or may be an unauthorized use of your Account; (iii) we are unable to verify your identity or authority to use the Bill Payment Service to our satisfaction; (v) your Account is not in good standing; or (vi) we believe that your use of the Bill Payment Service could expose us to increased risk. You understand and agree that such action is reasonable for us to take in order to protect us from loss.

- t. *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, your name, address, phone numbers, and email addresses. Certain changes (other than name) can be made online at www.greendot.com or in the Mobile App. If you need to change your name, please call us at (866) 795-7597. For your security purposes, we will need to verify your identity before allowing any Account information changes. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Biller, account, or contact information.

12. Funds Transfer Services

- a. *General.* We offer one type of service through the Mobile App and Website for transferring funds to your primary deposit account once you have received and activated your Personalized Card (the “**Funds Transfer Services**”):
 - i. The “**Bank Transfer Service**” allows you to transfer funds to your primary deposit account (an “**Inbound Bank Transfer**”) from an eligible bank account in your name at a U.S. financial institution (an “**External Bank Account**”). To use the Bank Transfer Service, we may require you to activate your Personalized Card. Although we may use any means to execute an Inbound Bank Transfer, we normally use the Automated Clearing House (“**ACH**”) system. You cannot use the Bank Transfer Service to transfer funds from your primary deposit account to your External Bank Account or another bank account.
- b. *External Bank Account Verification.* Before you may use the Bank Transfer Service, we will verify your ownership of your External Bank Account by: (i) accessing your account information at the applicable U.S. financial institution and/or (ii) asking you to provide proof of your ownership. If we ask you to provide us information about your External Bank Account (e.g., your username and password), you agree that you are directly providing that information to us (and our designated service provider) so that we can access information

about your External Bank Account online in order to verify your ownership of your External Bank Account.

- c. *Your Representations and Warranties.* By using the Funds Transfer Services, you authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your External Bank Account(s) (collectively, your “**External Accounts**”), communicating with others regarding your transfer instructions, and processing your transfers via the Funds Transfer Services. You represent to us that: (i) the financial institutions for your External Accounts have expressly agreed to (or do not prohibit) those actions by us; (ii) you have the authority to grant us the right to conduct those activities; (iii) you are authorized to conduct transfers from your External Accounts via the Funds Transfer Services and such accounts are classified as consumer accounts; (iv) the information you provide to us regarding your External Accounts is accurate and complete; (v) you are an owner and authorized signer for your External Accounts and your External Accounts are titled in your name; and (vi) no other person’s authorization is required for us to process your requested transfers via the Funds Transfer Services. The financial institutions that hold your External Accounts may contact us from time to time to verify information about a pending transfer. You agree that we may provide any information needed to verify your instructions or otherwise process such transfer.
- d. *Eligibility.* Not all types of accounts are eligible for use with the Funds Transfer Services. You must check with the financial institutions for your External Accounts to determine if there are any restrictions regarding sending transfers via the Funds Transfer Services (e.g., 401k, IRA, savings, credit, and money market accounts may not be able to send transfers). We are not responsible for any costs or losses incurred if transfers are not permitted or are restricted by the financial institutions for your External Accounts or by applicable law.
- e. *Fees.* While we do not charge a fee for the Bank Transfer Service, please note that the financial institutions for your External Accounts may charge a fee or fees in connection with transfers via the Bank Transfer Service (e.g., if the transfer results in an overdraft of your External Account).
- f. *Processing Times.*
 - i. *Bank Transfer Service.* Inbound Bank Transfers are generally deposited to your primary deposit account within 3 business days of when you instruct us to make the transfer.. The cutoff time for submitting instructions for Bank Transfer Services is 9:30 p.m. (Pacific Time). Instructions received after the cutoff time or on a non-business day may be processed by us on the next business day. Inbound Bank Transfers scheduled to be processed on a non-business day will be processed on the next business day.
 - ii. We may delay, suspend, or cancel the processing of any transfer via the Bank Transfer Service for security and fraud purposes and as otherwise specified in this Agreement. We are not responsible for any losses or damages that may result from

our delay, suspension, or cancellation of a transfer, or for any failure to notify you of such delay, suspension, or cancellation. We cannot guarantee the timely delivery of funds as a result of a failure of another financial institution to act in a timely manner. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, transfers authorized via the Bank Transfer Service are non-refundable and cannot be cancelled after they move out of 'pending' status.

- g. *Limits.* Your use of the Funds Transfer Services is subject to the following limits:
 - i. *Bank Transfer Service.* Limits on the amount and number of Inbound Bank Transfer transactions can be found in Section 3 titled “Limits on Your Account”. If you have already authorized an Inbound Bank Transfer, you may not authorize another Inbound Bank Transfer until five days after the date you previously authorized the first successful Inbound Bank Transfer.
 - ii. The limits applicable to the Funds Transfer Services are subject to change. You may be eligible for less restrictive limits. If so, we may disclose such limits at the time you use the applicable service. We may add new limits, make existing limits more restrictive, or cancel your transfers without prior notice, as described below in “Suspension or Termination”. We will notify you of changes to the limits for the Funds Transfer Services as required by applicable law.
- h. *Representations Regarding Sufficiency of Funds.* When you initiate a transfer via the Funds Transfer Services, you represent and agree that you have sufficient funds in your External Account for all such transfers, including any applicable fees.
- i. *Declined and Reversed Transfers.* We may decline to complete a transfer via the Funds Transfer Services if: (i) we believe it may involve or result in a violation of applicable law or expose us to liability or risk of loss; (ii) we are unable to authenticate your Account or your External Account; (iii) there are insufficient funds available for the transfer; (iv) the transfer instructions are unclear, ambiguous, or incomplete; (v) we identify a security risk involving the transfer; or (vi) as otherwise stated in this Agreement. If we have begun to process a transfer, and it is rejected for any reason, we will notify you and attempt to return the funds to your External Account. You authorize us to return funds to your External Account if we are advised by the financial institution or the company processing the transfer that the transfer was not authorized by you, was made to your primary deposit account in error, or that there were insufficient funds available in your External Account for the transfer.
- j. *Suspension or Termination.* Without limiting any other right or remedy that we may have under this Agreement or otherwise, we may suspend or terminate your ability to use the Funds Transfer Services at any time without prior notice in the event that we believe there is a problem with your use of the Funds Transfer Services, including, without limitation,

under the following circumstances: (i) we are unable to debit your External Account or collect money due to us; (ii) if you breach this Agreement or any other agreement with us; (iii) we believe there has been or may be an unauthorized use of your Account; (iv) we are unable to verify your identity or authority to use the Funds Transfer Services to our satisfaction; (v) your Account is not in good standing; or (vi) we believe that your use of the Funds Transfer Services could expose us to increased risk. You understand and agree that such action is reasonable for us to take in order to protect us from loss.

13. Additional Terms & Conditions

- a. *Adjustments.* We may make adjustments to your Account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.
- b. *Account Contact Information Changes.* You agree to notify us immediately in writing of any change in your name, address, email address, phone number, or other contact information associated with your Account. We may rely on our records to determine the ownership of your Account.
- c. *Compliance.* You agree not to violate the laws of the U.S., including, without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your Account or any Account-related service to conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.
- d. *Conflicting Demands/Disputes.* If there is any uncertainty regarding the ownership of an Account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (v) continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above will not impose an obligation on us to assert such rights or to deny a transaction.

- e. *Consent For Us to Contact You.* Except to the extent prohibited by applicable law, you agree that we or our agents may contact you at any telephone number you provide to us, including your mobile phone number, and you agree to receive these calls and also text messages, including prerecorded or autodialed calls. You understand that your service provider may charge you for these calls and messages. The frequency of these calls and messages will vary. You can opt out of receiving marketing messages via SMS in the Mobile App and through the Website. You can also opt-out of receiving marketing messages via SMS by replying “STOP” to any marketing message that you receive via SMS.
- f. *Consent to Gather Information.* You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code § 1808.21 (or its equivalent). You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber status and device details, if available, to us and our service providers solely to verify your identity and prevent fraud. See our Privacy Policy for how we treat your data.
- g. *Cutoff Hours.* Except as otherwise expressly provided in this Agreement, instructions received by us on a weekend, holiday, or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.
- h. *Death or Adjudication of Incompetence.* We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the Account. We also may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if you die or are adjudicated incompetent. Without limiting any other provisions of this Agreement, if we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an accountholder, we may freeze all or part of the Account, pending receipt of proof (satisfactory to us) of each person’s right to the funds.
- i. *Deposit Insurance.* Your Account is insured up to the regulatory limits prescribed by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC’s toll-free consumer hotline at 877-275-3342, or visit its website at <https://www.fdic.gov/>.
- j. *Fax Instructions/Voicemail/Email.* We may, but are not required to, act upon instructions received by fax transmission, voicemail, or email. 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 emails that contain any personal or Account information.

- k. *Force Majeure.* We will not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, pandemics, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.
- l. *Governing Law.* To the extent this Agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.
- m. *Inactive Accounts.* For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. We may transfer (escheat) funds in your Account to the appropriate state if no activity occurs in your Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may consider your 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 appropriate state. If funds are transferred to a 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 that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your Account. You agree to reimburse us for any cost or expense, including attorneys' fees, which we incur in responding to legal process related to your Account. You agree that we may honor legal process that is served personally, by mail, email, or facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained.
- o. *Limitation on Time to Bring Action.* Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your Account or any Account service must be commenced no later than one year after the day the cause of action accrues.
- p. *Other Agreements.* You may have another agreement with us that, by its terms, supersedes this Agreement in whole or in part.
- q. *Power-of-Attorney.* You may appoint an attorney-in-fact for your Account and also revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your Account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with applicable state law. We may refuse to accept other forms of powers of attorney, however, with or without cause. We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted

in the instruction. You can revoke your power of attorney by sending a written notice to us. We assume no duty to monitor the actions of your attorney-in-fact to ensure that he or she acts for your benefit.

- r. *Security Interest & Setoff.* You grant us a security interest in your Account, including all current and future deposits, for amounts owing to us now and/or in the future under this Agreement or any other agreement you have with us. We may charge or set off funds in your Account, which can include, but is not limited to, those funds in your Vaults, for any direct, indirect, and/or acquired obligations that you owe us now and/or in the future, regardless of the source of the funds in your Account, to the fullest extent permitted by law. If you have a negative balance in your primary deposit account due to your use of Overdraft Protection or for other reasons discussed in Section 9 titled “We Use The Available Balance Method” or Section 10 titled “Discretionary Overdraft Protection”, we will automatically deduct the negative balance amount from any current or future funds in your primary deposit account, your Vaults, or any other account you open or maintain with us.
- s. *Severability.* If any of the provisions of this Agreement are determined to be void or invalid, the remainder of this Agreement will remain in full force and effect.
- t. *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.
- u. *Termination/Closing Your Account.* We may close your Account if the Account balance is zero or negative. We may also terminate your Account relationship with us at any time, with or without cause, with or without notice. If funds are not withdrawn from your Account prior to the termination of your Account, we may send a check for the Account balance to you at the last address we have on file for your Account or return the Account balance to you via any other method we select in our discretion. We reserve the right to refuse to return any unused balance amount less than \$1.00. We may dishonor any item or transaction presented for payment after your Account is closed. Notwithstanding the foregoing, you remain responsible for such items and transactions, which may be treated as overdrafts.
- v. *Cardless Funds Access Service.* If (a) your Card is lost or stolen, or (b) 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 www.greendot.com or via the 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 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 www.greendot.com or in the Mobile App ("**Account Closure Cash Pick-Up**").
2. *Limits.* Limits can be found in Section 3. 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.

iii. *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 www.greendot.com or in the Mobile App ("**Lost/Stolen Cash Pick-Up**").
2. *Limits.* Limits can be found in Section 3. 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.

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

x. *Waivers.* We may delay enforcing our rights under this Agreement without losing them.

Any waiver by us will 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.

- y. *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 or notice in our sole discretion, except as otherwise required by applicable law. We may immediately suspend your use of our services for security or fraud purposes, or as otherwise permitted by this Agreement, or if you breach this Agreement or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your Account.

14. Dispute Resolution.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY, AS IT AFFECTS YOUR AND OUR LEGAL RIGHTS. YOU HAVE THE RIGHT TO OPT OUT AS EXPLAINED IN SUB-SECTION (I) BELOW.

- 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 provision. By opening your account, you acknowledge that you are giving up the right to litigate Claims (as defined below) if either party elects arbitration of the Claims pursuant to this provision, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial before a judge or jury 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.
- b. *Arbitration of Claims.* Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; ordinance; common law; or equity and whether pre-existing, present, or future), including initial claims, counterclaims, cross-claims, and third-party claims, arising from or relating to (i) your Card or account; (ii) any service relating to your Card or account; (iii) the marketing of your Card or account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the Class Action Waiver in Sub-Section (e) below, which will be for a court not an arbitrator to decide); (v) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public information about you; (vi) claims concerning the method(s) we use to communicate with you by telephone or other electronic devices; (vii) any other agreement or instrument relating to your Card or account or any related service; and (viii) the relationship(s) between you and the Bank resulting from any of the foregoing (“*Claim*”) will be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’s agents, servicers, 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*”) will serve as

the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at <https://www.adr.org> or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. The arbitration will be governed by the AAA's Consumer Arbitration Rules and, to the extent applicable, the Mass Arbitration Supplementary Rules ("**AAA Rules**") in effect at the time the demand is filed, as modified by this arbitration provision. If the AAA is unable or unwilling to serve as the arbitration administrator and the parties are unable to agree on a substitute, a court with jurisdiction will select the arbitration administrator or arbitrator.

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

d. *Exceptions.* Notwithstanding the foregoing, either you or the Bank can seek to have a Claim resolved in small claims court (or an equivalent court) if all the requirements of the small claims court are satisfied. Either you or the Bank may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence. However, if a Claim is transferred, removed or appealed from small claims court to a different court, such Claim shall be subject to arbitration pursuant to this arbitration provision. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to account funds by several parties. Furthermore, this arbitration provision does not apply to litigation filed in state or federal court that is pending as of the date this arbitration provision took effect as long as such litigation is pending.

e. *Class Action Waiver.* **Claims subject to this arbitration provision may not be arbitrated on a class action basis. No party subject to this arbitration provision shall have any right to participate as a member of any class of claimants in any court of law pertaining to any Claims subject to arbitration. Moreover, Claims may not be joined or consolidated in arbitration with any Claim of any other person unless otherwise agreed to by the parties or the AAA so orders.** (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, servicers, and affiliates are considered as one person). Nothing within the Agreement prohibits the application of the "Related Cases and Mass Arbitrations" procedures outlined in Sub-Section (h) below.

f. *Arbitration Fees.* If you initiate arbitration, payment of all filing, administrative and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee; however, the Bank will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court nearest your residence with jurisdiction over the Claims. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper

purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b) and/or AAA Consumer Arbitration Rule 46(c)), then the payment of all fees will be governed by the AAA Rules and the Bank will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any intake, administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or the Bank. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the AAA Rules.

g. *Notice of Claim.* If you elect to seek arbitration, you must first send to the Bank a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to the Bank should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like the Bank to use to contact you. If the Bank elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by the Bank, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought. A Notice of Claim must only pertain to your Claims, and a single Notice of Claim may not pertain to any similar Claims of any other person.

You and the Bank agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and the Bank therefore agree that, after a Notice of Claim is sent but before either you or the Bank commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if the Bank is represented by counsel, its counsel may participate in the conference as well, but the Bank agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or the Bank may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and the Bank are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with the Bank during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Bank agree that either party may elect instead to have the Claim resolved in small claims court and seek to have the AAA administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration.

h. *Related Cases and Mass Arbitrations.* If your Notice of Claim involves claims similar to those of at least 25 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, or if the Bank asserts 25 or more similar demands for arbitration or counterclaims against similarly-situated parties (“Related Cases”), the AAA may determine that its Mass Arbitration Supplementary Rules will apply. In that event, the AAA Rules encourage the parties “to agree to processes for the efficient resolution of those cases.” To that end, you and we agree to ask the AAA to consider implementing the following procedures, while recognizing that modifications may be necessary to ensure expeditious, cost-effective and efficient resolution of the claims:

i. *Acknowledgment of Related Cases Procedure.* If you or the Bank, or your or our counsel, files a demand for arbitration that has Related Cases, then you and we acknowledge that the AAA may determine that its Mass Arbitration Supplementary Rules will apply. If the parties disagree as to whether the Mass Arbitration Supplementary Rules apply, the AAA shall resolve the disagreement. You and we also acknowledge that the adjudication of the dispute may be delayed and that any applicable statute of limitations shall be tolled from the time of filing of the demand for arbitration, and pending resolution of the Mass Arbitration proceedings.

ii. *Bellwether Arbitrations.* Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated the “Initial Test Cases,” to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing and other administrative fees will be paid only for the Initial Test Cases; for all other demands for arbitration, the filing and other administrative fees (together with any arbitrator consideration of the other demands) will be held in abeyance, and neither you nor the Bank will be required to pay any such filing or other administrative fees. You and the Bank also agree that neither you nor we shall be deemed to be in breach of this Sub-Section (h) for failure to pay any such filing or other administrative fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any kind for failure to pay any such filing or other administrative fees. If a party files non-Bellwether Arbitrations with the AAA, the parties agree that the AAA shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.

iii. *Global Mediation.* Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims (“Global Mediation”), deferring any filing or other administrative costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the

mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the unresolved Claims may then be administered by the AAA pursuant to this Agreement's Batch Arbitration provision below and the AAA's fee schedule for mass filings, unless the parties mutually agree otherwise in writing. You and we also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the Bellwether Arbitration and Global Mediation processes.

iv. *Batch Arbitration.* To increase the efficiency of administration and resolution of arbitrations, you and the Bank agree that in the event the Bellwether Arbitration and Global Mediation processes described above do not resolve the Claims, the AAA will (1) administer the remaining arbitration demands in batches of 50 demands per batch; (2) appoint one arbitrator for each batch pursuant to a process agreed to by the parties; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). The final award will provide for individual merit decisions for each separate claimant within the single batch arbitration award.

v. *Enforcement of Subsection.* A court of competent jurisdiction shall have the power to enforce this Sub-Section (h), including by injunctive, declaratory, or other relief.

i. *Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience practicing law or who is a former or retired judge. The arbitration shall follow the rules and procedures of the AAA in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA Rules and this arbitration provision or other terms of this Agreement, 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. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Any appropriate court with jurisdiction may enter judgment upon the arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any Claim involving anyone who is not a party to the arbitration, nor will an arbitration award in prior Claims involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA. This arbitration provision shall survive (i) the termination or suspension of your account or this Agreement or of any subsequent agreement between us; (ii) changes to your account or related services; (iii) the bankruptcy of any party; (iv) other legal proceedings; (v) transfer or assignment

of your account or any related services; and (vi) any use of the right to setoff or other self-help remedies.

- j. *Appeals.* You and we have a limited right to appeal the arbitrator's award as permitted under the FAA. In addition, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the AAA. The panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with Sub-Section (f) above titled "Arbitration Fees" and AAA Consumer Arbitration Rule 58.
- k. *Severance.* If any part of this arbitration provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this arbitration provision will continue in full force and effect, except that the entire arbitration provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class action basis if the Class Action Waiver is held to be invalid with respect to such Claim and that determination becomes final after all appeals have been exhausted.
- l. *Right to Opt Out of Arbitration Provision.* If you do not want this arbitration provision to apply, you may reject it by mailing us a written rejection notice which gives your full name, address and account number as listed on your account and contains a statement that you (both or all of you, if more than one) reject the arbitration provision in your Agreement. The rejection notice must be signed by you and sent by U.S. Mail to Green Dot Bank, Attention: Arbitration Opt Out, P.O. Box 1070, West Chester, OH 45071 within 30 days of the later of (a) the date you opened your account or (b) the date we sent you notice of this arbitration provision. Rejection of this arbitration provision will not affect your other rights or responsibilities under this Agreement and will not adversely affect your account. Rejecting this arbitration provision will not reject any previous arbitration provision to which you are a party, which will remain in full force and effect according to its terms. Your rejection of this arbitration provision shall not be imputed to any other person or entity or be deemed to be a rejection of this arbitration provision by any person or entity other than you. Nor shall your rejection of this arbitration provision eliminate the obligation of other persons or entities who wish to reject this arbitration provision to personally comply with the notice and time requirements of this opt out provision.

Appendix A

Online and Mobile Banking Agreement

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

5. 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 (collectively, the “Green Dot Parties”) and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing on the Website or Mobile App (collectively, “Content”) are the property of Green Dot or the Green Dot Parties, and are protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, “Marks”) appearing on the Website or Mobile App are the property of Green Dot or the Green Dot Parties. You may not make any use of any Content or Marks without the prior written consent of Green Dot. No Content from the Website or Mobile App may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.
6. Your Conduct. In using or accessing the Service, you agree: (i) not to use the Service for fraudulent purposes; (ii) not to “spam” others or “phish” for others’ personal information; (iii) not to create or use a false identity; (iv) not to disrupt or interfere with the security of, “deeplink,” attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (v) not to disrupt or interfere with any other user’s enjoyment of the Service; (vi) not to use, frame, or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (vii) not to use meta tags or any other “hidden text” utilizing a Mark; and (viii) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person’s privacy, violates any third-party proprietary rights, or is in violation of any applicable law.
7. 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.
8. Termination; Modification. Subject to applicable law, 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. Subject to applicable law, 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 will not be liable to you or to any third party for any such modification, suspension, or discontinuance.
9. 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 GREEN DOT MATERIALS, AND ANY

THIRD-PARTY WEBSITE OR SERVICE. GREEN DOT DOES NOT WARRANT THAT THE GREEN DOT MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GREEN DOT MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE GREEN DOT MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GREEN DOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE GREEN DOT MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

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

10. 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.
11. Hours of Operation. You can access automated account information through the Service seven days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
12. Privacy. Please see our Privacy Policy and Online Privacy Statement for information about how we collect, use, and disclose your information.
13. 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.

14. 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.
15. 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 will survive its termination.

Appendix B

Limited-Use 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, Bill Payment Service, , or Bank Transfer Service;
 - You are not eligible to use Overdraft Protection;
- ;
- You are not eligible to deposit money in the Vaults; and
 - The rights and terms set forth in Section 8 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.

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