

## CARDHOLDER AGREEMENT

### IMPORTANT: PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS.

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

In this Agreement, the words “**you**,” “**your**,” and “**Cardholder**” mean the owner of the Card. “**Bank**,” “**we**,” “**us**,” and “**our**” mean Green Dot Bank, the issuer of the Card or anyone to whom we assign our rights. “**Green Dot**” means Green Dot Corporation, the third party that administers the Card program on behalf of the Bank. “**Card**” means, as applicable, (i) the non-personalized card (your “**Temporary Card**”) that you receive when you select the card as a way to receive the proceeds of a loan that you obtain from a participating financial service center (“**Participating Financial Service Center**”) and (ii) the personalized card that you may receive (your “**Personalized Card**”). Your “**Account**” consists of a non-interest-bearing transactional account linked to your Card that may receive incoming deposits and other credits and from which you may withdraw and/or spend money.

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

### List of All Fees for the Green Dot® Reloadable Visa® Prepaid Card

All fees	Amount	Details
Monthly usage		
Monthly fee	\$7.95	Monthly fee is waived when you load to your Account either i) \$500 or more in the previous monthly period or ii) loan proceeds from a Participating Financial Service Center in the previous monthly period. A person-to-person transfer is not considered a load for the purpose of waiving the monthly fee. Your first monthly fee, unless waived, will be assessed 60 days after your Account is initially loaded with funds. Subsequent monthly fees will be assessed on the same day of each month. Each monthly period begins the day your monthly fee is assessed and ends the day before your next monthly fee is to be assessed.
Add money		
Cash reload	\$5.95	This fee can be lower depending on how and where you reload your Card. Fees of up to \$5.95 may be collected by our reload agents when reloading your Card at their locations. This fee is charged by the reload agent and is subject to change. This fee is not deducted from your

		Account and will not be reflected in any transaction histories. Reload locations may be found at <a href="http://www.greendotnetwork.com">www.greendotnetwork.com</a> or via the Mobile App.
Mobile check load	5%, \$5.00 minimum	Fee of up to 5% of the amount of a check loaded through third-party applications may apply, subject to a \$5.00 minimum per check. Service is subject to third-party terms and conditions. This fee is charged by a third party and is subject to change.
Get cash		
ATM withdrawal (in-network)	\$0.00	“In-network” refers to all ATMs in our network that are surcharge-free. To find an in-network ATM, log in at <a href="https://www.greendot.com">https://www.greendot.com</a> or on our Mobile App.
ATM withdrawal (out-of-network)	\$2.50	This is our fee. “Out-of-network” refers to all ATMs outside of our network of surcharge-free ATMs. To find an in-network ATM, log in at <a href="https://www.greendot.com">https://www.greendot.com</a> or on our Mobile App. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
ATM balance inquiry (in-network)	\$0.00	“In-network” refers to all ATMs in our network that are surcharge-free. To find an in-network ATM, log in at <a href="https://www.greendot.com">https://www.greendot.com</a> or on our Mobile App.
ATM balance inquiry (out-of-network)	\$0.50	This is our fee. “Out-of-network” refers to all ATMs outside of our network of surcharge-free ATMs. To find an in-network ATM, log in at <a href="https://www.greendot.com">https://www.greendot.com</a> or on our Mobile App. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Over the Counter Cash withdrawal	\$0.00	You will not be charged a fee by us for cash withdrawals made through Participating Financial Service Centers or banks. You may be charged a fee by the participating bank.
Using your card outside the U.S.		
International purchase transaction	3%, \$1.00 minimum	You will be charged the greater of \$1.00 or 3% of the total transaction amount if you conduct a purchase transaction in a currency other than U.S. dollars.
International ATM withdrawal	3% (\$1.00 minimum), plus \$2.50	You will be charged the greater of \$1.00 or 3% of the amount of any international ATM withdrawal, plus \$2.50 for each withdrawal. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

International ATM balance inquiry	\$1.00	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International teller cash withdrawal	3%, \$5.00 minimum	You will be charged the greater of \$5.00 or 3% of the amount of a cash withdrawal via a teller at a participating bank. You may also be charged a fee by the participating bank.
<b>Other</b>		
Card replacement (regular delivery)	\$4.95	Per lost, stolen, or damaged Card replaced on a non-expedited basis (generally within 7-10 business days).
Rush Delivery Fee for Card replacement (rush delivery)	\$30	Fee charged each time you request a replacement Card to be delivered to you on a rush basis (generally within 3 business days). Charged in addition to the Card replacement fee for regular delivery.
<p>Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Green Dot Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Green Dot Bank fails, if specific deposit insurance requirements are met. See <a href="http://fdic.gov/deposit/deposits/prepaid.html">fdic.gov/deposit/deposits/prepaid.html</a> for details. Green Dot Bank operates under the following registered trade names: GO2bank, GoBank, Green Dot Bank, and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.</p> <p>No overdraft/credit feature.</p> <p>Contact Green Dot Bank by calling (866) 795-7597, by mail at P.O. Box 1070, West Chester, OH 45071, or visit <a href="http://www.greendot.com">www.greendot.com</a>.</p> <p>For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a>. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit <a href="http://cfpb.gov/complaint">cfpb.gov/complaint</a>.</p>		

### **Using Your Card**

*Personal Information You Will Need to Provide.* To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. As such, when you request a Card, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. In addition, when you request a Card and from time to time thereafter, we may ask to see your driver's license or other identifying documents and may ask you security questions. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Card features, functionality, and services. If we are unable to verify your identity, we may not issue you a Card.

*Charges to Your Card and Receipts.* Your Card is linked to your Account. 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. However, you may not get a receipt for some small transactions.

*How to Get Card Balance and Transaction History.* You may obtain information about the amount of money you have remaining in your Account by calling (866) 795-7597. This information, along with a 12-month history of Account transactions, is also available at <https://www.greendot.com> (our “*Website*”). You also have the right to obtain at least 24 months of written history of Account transactions at no charge by calling (866) 795-7597 or by writing us at: Written History Request, P.O. Box 1070, West Chester, OH 45071. If you submit your request in writing, include your name and Card number. You will not automatically receive periodic or paper statements for your Account.

*Adding Funds to your Account.* Your Card will initially be loaded with the proceeds of a loan that you obtain from a Participating Financial Service Center. You may add additional funds to your Account by signing up for direct deposit, by depositing cash at a participating retailer, or by using the mobile check load service, subject to applicable fees, limits and conditions. We may offer you additional ways to load funds from time to time, and any applicable fees or limits will be disclosed to you at the time they are offered to you. You cannot load cash to your Account through an ATM. We will not accept checks or cash mailed to us or inbound wire transfers.

*Deduction of Fees.* All of the fees associated with your Account are listed in the fee schedule above. All fee amounts due will be withdrawn from your Account, except where prohibited by law. Fees assessed against your Account will not bring your balance negative if your balance is less than the fee amount being assessed.

*Direct Deposits.* You may obtain a direct deposit enrollment form in your welcome envelope, on our Website or by calling (866) 795-7597. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the payment should tell you every time they send the direct deposit to your Account. You can also visit our Website or call us at (866) 795-7597 to find out whether or not the deposit has been made. Funds from direct deposits will generally be available on the day the Bank receives the transfer. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, the funds will generally be available within five business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security Number) that we have on file for you.

*How to Close Your Account.* You may close your Account at any time by calling (866) 795-7597.

## **Limits on the Use of Your Card**

*Temporary Card.* Unless otherwise indicated, you may not use your Temporary Card: (i) for any purchase at a merchant that uses a manual imprint machine; or (ii) at merchants outside the 50 states of the United States, the District of Columbia, and Puerto Rico (collectively, the “U.S.”) (including websites based outside the U.S.). In addition, if you have a Temporary Card, you may not use the following features of your Account until you activate your Personalized Card: (i) bill pay; (ii) mobile check load; (iii) check writing; and (iv) person-to-person transfer service. Following additional identity verification, we may, in our sole discretion, allow you to use your Temporary Card with some or all of the features of a Personalized Card, and we will notify you if we do.

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

*Load/Reload Limitations.* The maximum cash reload limit is \$5,000 per rolling 24-hour period in months May through December, and \$9,500 per rolling 24-hour period in months January through April. The maximum cash reload limit is \$9,500 per rolling 30-day period. Maximum in-store reload limits may also apply. In addition, the maximum amount of funds that can be loaded using a participating third-party card load network is \$1,500 per rolling 24-hour period and \$9,500 per rolling 30-day period. We reserve the right to accept or reject any request to reload your Account at our sole discretion. Only the primary cardholder may reload your Account.

*General Limits on the Use of Your Account.* The Bank reserves the right to impose limits on the individual and aggregate number of transactions and the corresponding dollar amounts that may be transacted through your Account, subject to applicable law. You are not authorized to conduct transactions that in the aggregate exceed \$5,000 per rolling 24-hour period using your card or Account. You may only withdraw up to \$2,500 from an ATM per rolling 24-hour period. You may only withdraw up to \$5,000 per rolling 24-hour period in teller transactions at a participating bank or in PIN point-of-sale transactions, unless otherwise indicated. You may not make a bill payment in an amount greater than \$2,500. You may not send or receive more than \$1,500 per rolling 24-hour period and \$9,500 per rolling 30-day period using the Card to Card transfer service. You may perform Funding Transactions that involve an external account up to \$1,500 per month. A “**Funding Transaction**” refers to a near real-time transfer of funds from your Card account to another network-branded account (e.g., a Visa or Mastercard prepaid or debit card) that is authorized via a third-party platform (e.g., loading of a prepaid card account, moving funds into another financial account, external P2P transactions, or adding value to a digital wallet). 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 also reserve the right to limit or block the use of your Card in certain foreign countries due to fraud or security concerns or to comply with applicable law. 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. In addition, to prevent fraud and maintain the security of your Account,

additional limits apply to the use of your Account. For fraud and security reasons, we may impose additional limits, at any time and without notice, on the amount, number, and type of transactions you can perform with your Account and on any funding or load of your Account. Your Account is for personal use only. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use your Card or Account at unlawful domestic or international gambling websites, or at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; and (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access your Account. We may refuse to issue a Card, refuse to allow you to sign up for an Account, revoke or suspend your Account privileges, or cancel your Card or Account with or without cause or notice, other than as required by applicable law. We may not mail you a Personalized Card. You cannot sell or transfer your 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.

*Money In Your Account May Be Held Until a Transaction is Completed.* When you use your Card or Account to pay for goods or services, certain merchants may ask us to authorize or “hold” the transaction in advance and may estimate the final purchase amount. In addition, when you use your Card for an ATM withdrawal or a teller cash withdrawal, we generally authorize the transaction in advance (including all applicable fees). We also may add an amount for transactions with certain merchants to ensure sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions with certain merchants that authorize high dollar amounts, such as rental car companies and hotels, and certain cash and international transactions may cause a hold on money in your Account for up to 90 days. You will not be able to use the money in your Account that is on hold until the transaction finally settles or the hold is otherwise released. When a transaction finally settles, we will charge your Account for the amount of the final transaction, including any applicable fees, and then will release the hold on any remaining amount on money, as applicable.

### **Other Rights and Obligations Regarding Errors, Unauthorized Transfers, Failure to Make Transfers, and Pre-authorized Payments**

*In Case of Errors or Questions About Your Account.* Telephone us at (866) 795-7597 or write to us at: Customer Care, P.O. Box 9, West Chester, OH 45071 as soon as you can if you think an error has occurred in your Account. If writing us, a Transaction Dispute Form may be available for your convenience on our Website. We must allow you to report an error until 60 days after the earlier of: (i) the date you electronically accessed your Account, provided the error could be viewed in the electronic history; or (ii) the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling (866) 795-7597 or by writing us at: Written History Request, P.O. Box 1070, West Chester, OH 45071. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

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

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

*Your Liability for Unauthorized Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or your funds have been transferred from your Account without your permission. Reporting such loss, theft, or unauthorized transfer on our Website or 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. 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 Account without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as \$500. Since your Card is a Visa card, you will not be held responsible for unauthorized transactions processed by Visa if you used care in protecting your Card and PIN and notify the Bank immediately of any unauthorized use.

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

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

You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card or Account. You agree that any unauthorized use does not include use by a person or merchant to whom you have given authority to use your Card, PIN, or Account and that you will be liable for all such uses by such person or merchant.

*Our Liability for Failing to Make Transfers.* If we do not complete a transaction to or from your Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 *et seq.*). However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, your Account has insufficient funds for the transaction or funds in your Account are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process); (ii) if the ATM where you are making the transfer does not have enough cash; (iii) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction; (iv) if a merchant refuses to honor the Card; (v) if circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (vi) if you attempt to use a Card that has not been properly registered or activated; (vii) if the Card has been reported as lost, stolen, or compromised or has been suspended by us, if we have limited or revoked your Card privileges, or if we have reason to believe the transaction is not authorized by you; or (viii) as otherwise provided in this Agreement.

*Right to Stop Pre-authorized Payments.* If you have told us in advance to make regular payments from your Account, you can stop any of these payments. Here's how: Call us at (866) 795-7597 or write us at: Customer Care, P.O. Box 1070, West Chester, OH 45071 in time for us to receive your request three business days or more before the payment is scheduled to be made. If we do not receive your request at least three business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop-payment request. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive the written request within 14 days after you call, we may honor subsequent payments from your Account. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning one specific payment only. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement or required by law. If these regular payments may vary in amount, the person you are going to pay should tell you, at least 10 days before each payment, when it will be made and how much it will be. Please note that the person you are going to pay may give you the option of receiving notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

### **Other Rights and Terms**



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

*Foreign Transactions.* If you conduct a transaction in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Visa currently uses a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (which rate may vary from the rate Visa itself receives) or (ii) a government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account. In addition to the conversion rate, we impose fees for foreign transactions; see the list of fees in this Agreement.

*FDIC Insurance.* The money credited to your Account will be held in a custodial account at the Bank on your behalf. The amount of money in this custodial account is insured to the maximum limit provided by the FDIC. Green Dot Bank also operates under the brands GO2bank, GoBank and Bonneville Bank. Deposits under any of these trade names are deposits with a single FDIC-insured bank, Green Dot Bank, and are aggregated for deposit insurance coverage.

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

*Information Given to Third Parties.* We may disclose information to third parties about you, your Account, and your Account transactions: (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 Card; and (viii) as permitted by our Privacy Policy. Please see our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

*Notices.* We may send notices to you at the last postal address we have on file for you in our records. If you signed up for electronic delivery of disclosures, we will send notices to you by email at the email address we have on file for you in our records. If you have more than one Card, we will send you only one notice. It is your sole responsibility to notify us immediately of any change in your name, address, email address, phone number, or other contact information associated with your Account.

*Change in Terms.* Subject to applicable law, we may at any time add to, delete, or change the terms of this Agreement by sending you a notice (unless otherwise stated in this Agreement that no notice shall be required). We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of your

Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of your Account or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See “Notices” above for information on where we will send any such notices.

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

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

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

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

*Limited Liability.* UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO

EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR GREEN DOT SHALL BE LIMITED TO THE TOTAL AMOUNT CREDITED TO YOUR ACCOUNT.

## **ARBITRATION NOTICE**

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

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

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

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

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

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

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

*Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least 10 years' experience or who is a former or retired judge. The arbitration shall follow the AAA's rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA's rules and procedures and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* (the "**FAA**"), and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

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