

SITE TERMS OF USE

PLEASE READ THESE SITE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE. DO NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS. BY ACCESSING OR USING THE SERVICES OR OTHERWISE AGREEING TO THESE TERMS OF USE, YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.

Last Updated: October 2026

The following Site Terms of Use ("Terms of Use") govern your access to and use of websites owned and operated by Green Dot Corporation, and its subsidiaries and affiliated companies ("Green Dot", "we", "us" or "our"), including any content, functionality, products and services offered on or through such websites (collectively, the "Services"). Please note that if you are also a cardholder of a card issued by Green Dot Bank d/b/a GoBank, GO2bank, or Bonneville Bank, these Terms of Use are not intended to, and do not, modify or alter the terms of your Deposit Account Agreement or Cardholder Agreement, as applicable, which governs your use of your debit card ("Card"). By accessing or using the Services, whether via computer, mobile device or other technology, you represent that you are 18 years of age or older and you have read and agree to be bound by these Terms of Use in their entirety and all applicable laws, rules and regulations governing your use of the Services. These Terms of Use may be amended by posting a new version on our websites and such updated version will be effective upon posting. If you do not agree to the new version of these Terms of Use, do not continue to use the Services.

NOTICE: THIS AGREEMENT REQUIRES DISPUTES (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.

Privacy

To access the Services or some of the resources offered, you may be asked to provide certain personal information and non-personal information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. Your use of the Services is governed by our Online Privacy Statement and if applicable, the Privacy Policy applicable to the Services, which explain how we collect, store, share or otherwise use your personal information and non-personal information.

E-commerce

Some of the Services may allow you to purchase products directly on them ("eCommerce Sites").

Orders. We may make improvements and/or changes in products or services described on the eCommerce Sites, add new features, or terminate an eCommerce Site at any time without notice. We also: (i) reserve the right to change the goods and services advertised or offered for sale through an eCommerce Site, the prices or specifications of such goods and services, and any promotional offers at any time without any notice or liability to you or any other person; (ii) cannot guarantee that goods or services advertised or offered for sale on an eCommerce Site will be available when ordered or thereafter; (iii) reserve the right to limit quantities sold or made available for sale; (iv) do not warrant that information on an eCommerce Site (including without limitation product descriptions, colors, or photographs) is accurate, complete, reliable, current, or error-free; and (v) reserve the right to modify, cancel, terminate, or not process orders (including accepted orders) where the price or other material information on an eCommerce Site is inaccurate, where we have insufficient quantities to fulfill an order, or for any other reason in our sole discretion. If we do not process an order for such reason, we will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Taxes. If we are legally required to collect sales tax on merchandise you order, the tax amount will be added automatically to your purchase price. On rare occasions an error in our tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may Contact Us for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

Payment Processing. We may use a third-party payment processor to process your payment information, including your payment card data. Be aware that you may be subject to the third-party processor's terms and your information may be subject to their privacy practices.

Registration; Accounts

As a condition of using certain aspects of the Services, you may be required to register for an account ("Account"). To register for an Account, you will: (1) provide true, accurate and complete information about yourself in the registration form; (2) maintain and promptly update such information; and (3) establish a username and password which you will keep secure. We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) (i) that is already being used by someone else; (ii) that may be construed as impersonating another person; (iii) that belongs to another person; (iv) that violates the intellectual property or other rights of any person; or (v) that is offensive. You agree not to provide access to your Account together with your user username and password to others. You agree that you are responsible for all activities that occur under your Account, and you are solely responsible for protecting the security of your Account on your

device. Green Dot shall have no liability associated with or arising from your failure to maintain accurate registration information. You are responsible for all use of your Account and for ensuring that use of or access to your Account complies fully with these Terms of Use.

You agree to notify us of any unauthorized use of your Account username, log-in ID, password, or any other breach of security that you become aware of involving or relating to the Services by contacting us as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of the Services and your Account, including without limitation, terminating your Account, changing your password, or requesting information to authorize transactions on your Account. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Proprietary Rights; Use of Content

The Services are owned and operated by Green Dot or its subsidiaries, affiliates, licensors and/or third party service providers (the "Green Dot Parties") and, unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (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 Services 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 Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on the Services is strictly prohibited.

Subject to your compliance with these Terms of Use, we grant you a limited license to access and use the Services and their Content for personal, informational, and shopping purposes. No Content from the Services may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with these Terms of Use and retain the same solely for as long as you continue to be permitted to access the Services. To use Content under such an exception, you must: (i) keep any copyright, trademark, or other proprietary notices intact; (ii) use such Content pursuant to any licenses associated with such Content; (iii) not copy or post such Content on any networked computer or broadcast it in any media; (iv) make no modifications to any such Content; and (v) make no additional representations or warranties relating to such Content.

Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Services or the Content.

Your Conduct

While using the Services, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. In using or accessing the Services you agree not to use the Services or any of the Content contained herein, for any unlawful or fraudulent purpose, and not to disrupt or interfere with any other user's enjoyment of the Services. In addition, we expect users of the Services to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available to or through the Services any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;
- Post to or transmit through the Services any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of the Services;
- Disseminate on the Services any viruses, worms, spyware, adware, or other malicious computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software, or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Services;
- Build a competitive product or service using the Services, build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;

- Interfere in any manner with the operation or hosting of the Services or monitor the availability, performance, or functionality of the Services;
- Use any data mining, bots, spiders, automated tools, or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services or any other user of the Services; or
- Assist or permit any persons in violating these Terms of Use or other applicable laws or rules governing the use of the Services.

Third Party Websites and Services

Any information, statements, opinions, or other information provided by third parties and made available on the Services are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement, or other third-party content on the Services.

The Services may contain links to third party websites, social media pages, mobile applications, or other services operated by other entities, over which Green Dot has no control. If you click these links, you will leave the Services. If you decide to visit any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. 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. It is recommend that you carefully review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products and services.

We may maintain a presence on and link to social media websites, including LinkedIn, YouTube, and others (collectively, “Social Media Pages”), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on the Services, but rather a website operated by a third-party. All comments, visuals, and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values, or ideas. All visitors to our Social Media Pages must comply with the respective social media platform’s terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH

THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Update to These Terms of Use

We may revise or otherwise change or update these Terms of Use from time to time. We will use reasonable efforts to notify you of such changes. Such efforts might include posting notice on the Services, an email to the address we have on file, or a message in your Account. However, please check the “Last Updated” legend at the top of this page to see when these Terms of Use were last revised. When changes are made to these Terms of Use, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review these Terms of Use as there may have been changes to our policies that may affect you. If you do not agree to these Terms of Use as modified, then you must discontinue your use of the Services. Your continued use of the Services will signify your continued agreement to these Terms of Use as revised.

Termination; Modification

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

These Terms of Use are in effect until terminated by you or us. We may terminate these Terms of Use by notifying you using any contact information we have about you or by posting such termination on the Services, including in your Account. You may terminate these Terms of Use by discontinuing use of the Services or by providing written notice of termination, including your detailed contact information and any Account information or other site credentials, to us using the information in the “Contact Us” section.

The provisions of these Terms of Use concerning protection of intellectual property rights, authorized use, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Services and all copies thereof, (ii) you will immediately cease all use of and access to the Services, and (iii) we may delete your Account at any time. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will

indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Services after termination will be a violation of this Section, which survives any termination.

Disclaimer

THE GREEN DOT PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS (COLLECTIVELY, THE "GREEN DOT PARTNERS") MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICES OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE GREEN DOT PARTNERS HEREBY DISCLAIM 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 SERVICES, CONTENT AND ANY THIRD-PARTY WEBSITE OR SERVICE. THE GREEN DOT PARTNERS DO NOT WARRANT THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR- FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THIS CONTENT, SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE GREEN DOT PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

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

Limitation of Liability

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY OF THE GREEN DOT PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, DIRECT, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, EVEN IF A GREEN DOT PARTNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, THE CUMULATIVE LIABILITY OF THE GREEN DOT PARTNERS TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ACCESS TO THE SERVICES. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE SERVICES.

Indemnification

You agree to indemnify, defend and hold harmless the Green Dot Partners from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) your violation of these Terms of Use or any law, rule or regulation; (2) your use of the Services or any Content; (3) loss of any data or account information; and (4) any material sent by you to Green Dot. You will cooperate as fully and reasonably as required by Green Dot in the defense of any claim. Green Dot reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Green Dot.

Consent to Communication

When you use the Services or send communications to us through the Services, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Services. We may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating an Account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy.

Governing Law

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of Delaware excluding conflicts of law rules. Any dispute arising from these Terms of Use or the Services shall be resolved in the state or federal courts residing in Delaware and you irrevocably agree to the jurisdiction of such courts. Green Dot makes no representation that Content contained in the Services is appropriate or available for use in jurisdictions outside the United States, or that the Terms of Use comply with the laws of any other country. If any provision of these Terms of Use are deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of

Use and shall not affect the validity and enforceability of any remaining provisions.

Disputes, Arbitration, and Class Action Waiver

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 BELOW.

ARBITRATION USES AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS OF USE.

Agreement to Binding Arbitration. You and we agree that any dispute, claim, or controversy arising out of or relating to any aspect of our past, present, or future relationship, including your use or attempted use of the Services, these Terms of Use, our Privacy Policy, any agreement between you and us, or the validity and enforceability of our arbitration agreement (each, a “Dispute”), will be resolved, at the election of either you or us (which includes our agents, servicers, employees, successors, representatives, affiliates, or assigns), by binding arbitration. Arbitration replaces the right to litigate in court or have a jury trial. Unless otherwise agreed by you and us, the American Arbitration Association (“**AAA**”) will administer the arbitration. You may obtain copies of the AAA’s rules, forms, and filing instructions at <https://www.adr.org> or by writing to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. As modified by this arbitration provision, the arbitration will be governed by the AAA’s Consumer Arbitration Rules and, where permitted under this arbitration provision, the Mass Arbitration Supplementary Rules (collectively, “**AAA Rules**”) in effect when the demand is filed. If the AAA is unable or unwilling to serve as the administrator and the parties cannot agree on a substitute, a court with jurisdiction will appoint one.

Exceptions to Arbitration. Notwithstanding the foregoing, either party may bring an action in state or federal court asserting Disputes that only seek injunctive relief or Disputes for intellectual property infringement, misappropriation, or other misuse, including patent, copyright, trademark, moral rights, or trade secret. Such excluded Disputes are subject to the governing law provision below. Either party may also seek relief in small claims court for individual Disputes within that court’s jurisdiction. If an arbitration is filed before the arbitrator is formally appointed, either party may send written notice to the other party and the arbitration administrator requesting that the case be decided in small claims court, after which the administrator may close the case.

JURY TRIAL & CLASS ACTION WAIVER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE WAIVE THE RIGHT TO A TRIAL BY JURY. YOU AND WE FURTHER AGREE THAT ANY DISPUTE AS DEFINED ABOVE WILL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. YOU AND WE EACH MAY BRING DISPUTES AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU ARE GIVING UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION.

Seeking Arbitration. If you elect to seek arbitration to resolve a Dispute, you must first send to us a written notice of your Dispute (“***Notice of Dispute***”). The Notice of Dispute should be sent to our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, and should include the mailing address and email address you would like us to use to contact you. If we elect to seek arbitration, we will send a Notice of Dispute by certified mail to your address on file. A Notice of Dispute, whether sent by you or by us, must (a) describe the nature and basis of the Dispute and (b) set forth the specific relief sought. Each Notice of Dispute must pertain only to your individual Dispute and may not include any claim of any other person.

You and we agree that good-faith informal efforts to resolve Disputes can often result in a prompt, low-cost, and mutually beneficial outcome. Accordingly, after a Notice of Dispute is sent but before either party commences arbitration or files a Dispute in small claims court, you and we will confer, by telephone or videoconference, in a good-faith effort to informally resolve the Dispute. Each party shall personally participate in the conference; counsel may also participate but may not appear in lieu of the party. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal Dispute resolution process.

If the parties do not resolve the Dispute within sixty (60) days after the Notice of Dispute is received, either party may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, file the Dispute in small claims court. Neither party may commence arbitration or file in small claims court unless the 60-day informal resolution period has elapsed and the parties have made good-faith effort to resolve the Dispute. If a Dispute qualifies for small claims court but a party commences arbitration, either party may elect to have the Dispute resolved in small claims court and request that the AAA administratively close the arbitration. Any disagreement about whether a Dispute qualifies for small claims court shall be resolved by that court, not by an arbitrator. The arbitration proceeding shall remain closed unless and until the small claims court determines the Dispute should proceed in arbitration.

Fees. If you initiate arbitration, payment of filing, administrative, and arbitrator fees will be governed by the AAA Rules. You are required to pay the AAA's initial filing fee; however, we will reimburse you at the conclusion of the arbitration to the extent that fee exceeds the cost of filing a complaint in a federal or state court nearest your residence with jurisdiction over the Dispute. If the arbitrator finds that the substance of your Dispute or the relief sought was frivolous or brought for an improper purpose (as measured by Federal Rule of Civil Procedure 11(b) and/or AAA Consumer Arbitration Rule 46(c)), we will not reimburse your filing fee, and all fees will be governed by the AAA Rules. The AAA has discretion to modify the amount or timing of any fees due under the AAA Rules, provided that such modification does not increase the fees to either party. If we initiate or elect arbitration, we will pay all arbitration fees, including any required deposit. Each party shall bear the fees and expenses of its own attorneys, experts, and witnesses unless otherwise required by applicable law, this Agreement, or the AAA Rules.

Hearing. Unless otherwise agreed by the parties, a single arbitrator will resolve all procedural and substantive issues relating to the Dispute. The arbitrator must be a lawyer with at least ten years of experience practicing law or a former or retired judge. The arbitration shall follow AAA Rules in effect on the date the arbitration is filed; where there is a conflict between the AAA Rules and this arbitration provision, this provision shall govern. Any in-person hearing shall take place within the federal judicial district in which you reside or at another reasonably convenient location agreed upon by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and shall honor all assertions of privilege and confidentiality recognized at law. All applicable statutes of limitations shall apply. Except as otherwise provided in this arbitration provision, the arbitrator may grant whatever relief would be available in court under law or in equity. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Dispute.

The arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. Any court with jurisdiction may enter judgment on the arbitrator's award. No arbitration award in this proceeding will have preclusive effect as to issues or claims involving any non-party. No arbitration award from other proceedings will have preclusive effect as to issues or Dispute s involving the parties to this arbitration provision. This arbitration provision shall survive: (i) the termination of these Terms of Use or of any other or subsequent agreement between the parties; (ii) the bankruptcy of any party; (iii) any other legal proceedings; and (iv) any transfer or assignment of rights or obligations under these Terms of Use.

Confidentiality. You and we shall maintain the confidential nature of the arbitration

proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated, Consolidated, or Combined Proceedings. If your Notice of Dispute involves Disputes similar to those of at least 25 other customers, and you and those other customers are represented by the same or coordinating lawyers, or if the Bank asserts 25 or more similar demands for arbitration or counterclaims against similarly-situated parties, the AAA may determine that its Mass Arbitration Supplementary Rules apply. However, unless both you and we agree otherwise in writing, neither the arbitration administrator nor the arbitrator may coordinate, consolidate, or combine more than one person's Disputes for procedural or substantive purposes and may not preside over any form of coordinated, consolidated, or combined proceeding, whether under the Mass Arbitration Supplementary Rules or otherwise. The parties may agree in writing to additional processes to make resolution of agreed-upon coordinated, consolidated, or combined proceedings more efficient and/or economical. Such additional processes may include, but are not limited to, bellwether arbitration, global mediation, and batch arbitration.

Governing Law. These Terms of Use and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules. The arbitration provision is made pursuant to a transaction involving interstate commerce and, notwithstanding any other provision, any arbitration conducted pursuant to the terms of this arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

Punitive Damages and Limitation of Liability. In any arbitration arising out of or related to this arbitration provision, the arbitrator may not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. Unless prohibited by applicable law, in any arbitration arising out of or related to this arbitration provision, the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits.

30 Day Right to Opt Out. If you do not want this arbitration provision to apply, you may reject it by mailing us a signed written rejection notice that includes your full name and address and states that you reject this arbitration provision. The rejection notice must be sent by U.S. Mail to Green Dot Corporation, Attention: Arbitration Opt Out, P.O. Box 1070, West Chester, OH 45071 within 30 days of the date on which you first became subject to these Terms of Use; otherwise, you shall be bound to arbitrate Disputes in accordance with this section. If you opt out of this arbitration provision, we also will not be bound by it. However, even if you opt

out, the class action waiver still applies.

Severability of Arbitration Agreement. 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 Dispute asserted on a class action or other representative basis if the Class Action Waiver is held to be invalid with respect to such Dispute and that determination becomes final after all appeals have been exhausted.

Export Control

The supply of goods, services and software through the Services is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Services if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, or Entity List.

Assignment

You will not assign (including without limitation by operation of law, change of control or otherwise) your rights or licenses to the Services provided under these Terms of Use, either in whole or in part, without the prior written consent of Green Dot, and any attempted assignment contrary to the foregoing will be void and have no effect. We may assign all or a portion of our rights under these Terms of Use.

Waiver and Severability

No waiver by Green Dot of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Green Dot to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited

to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Contact Us

Green Dot Customer Service, P.O. Box 1070, West Chester, OH 45071