

CARDHOLDER AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS.

This agreement is effective as of April 15, 2012 and replaces any previous agreement for this Card.

This Cardholder Agreement, between you and Green Dot Bank, the issuer of your Card, sets forth the terms of both the non-personalized card that came in the package at a Retailer or the non-personalized card or temporary card number that you may receive when you sign up online (your “Temporary Card”) and the personalized card that you may receive after you register your Card or sign up online (your “Personalized Card”). If you do not agree to the terms of this Agreement, do not use the Card, save your receipt and cancel the Card by calling us at the number on the back of the Card. If you cancel your Card within 30 days of its purchase at a Retailer, we will refund any Initial Purchase Fee or Monthly Charge assessed and any money remaining on your Card. By using the Card, or allowing someone else to use the Card, you agree to the terms of this Cardholder Agreement. Definitions of capitalized terms used in this Agreement can be found at the end of this Agreement. **NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

About Your Card Account

Your card is a prepaid debit Visa or MasterCard card, which means that you must add funds or “load” your card in order to use it. There is no credit line associated with your Card, and no interest will be paid on the funds loaded to your Card. Your Card is issued by Green Dot Bank and serviced by Green Dot Corporation. Your first load amount at a Retailer must be at least \$10 and can be no more than \$500, although these amounts may vary by Retailer. You cannot sell or transfer your Card to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card, you are responsible for all transactions made by that person.

Fees

Fees That May be Charged to Your Card. We will charge you the fees listed in the Schedule of Fees below. We may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. In addition to the fees listed below, there are some situations where a third party may charge additional fees. For example, when you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee. See www.greendot.com for the in-network ATMs near you.

SCHEDULE OF FEES

Fee Type	Fee
Initial Purchase	<ul style="list-style-type: none"> • \$4.95 or less if purchased at a retail store (includes first Card load). \$6.95 or less for the NASCAR Prepaid Card. • \$0.00 if you sign up online (does not include first Card load – see “Reload at Retail Location” for fees to load Card at retail or www.greendot.com for fees to load online).
Monthly Charge	\$5.95. Waived in any monthly billing cycle when you load at least \$1,000 to your Card or have 30 posted purchase transactions (excludes all ATM declined withdrawals, ATM balance inquiries, teller cash withdrawals and online bill payments at www.greendot.com).
ATM Withdrawal & Teller Cash Withdrawals	<ul style="list-style-type: none"> • \$0.00 at in-network* ATMs • All other ATM withdrawals: \$2.50 per transaction** • Teller cash withdrawal: \$2.50 per transaction
Balance Inquiry at Non-Network ATMs	\$0.50**
Reload at Retail Location	Varies by Retailer, up to \$4.95.
Replacement Card (for Lost, Stolen or Damaged Card)	\$4.95
Foreign Transactions (see paragraph titled "Foreign Transactions")	3% of total transaction amount

* To find the in-network ATM nearest you, visit www.greendot.com. In-network ATM transactions are also surcharge free.

** When you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

When and How Monthly Charges are Assessed. Your first monthly billing cycle lasts for 30 days and begins on the date you register your Temporary Card or sign up for your Card online, as applicable. Each subsequent billing cycle will end on the same day of the month each month. If a Monthly Charge is applicable, it will be assessed on the last day of your first monthly billing cycle and each month thereafter. We will assess a Monthly Charge for the life of the card, including if there is no money on your Card. If you have no money on your Card or a balance less than the amount of the Monthly Charge, your Card balance will be taken negative when we assess the Monthly Charge. As a courtesy, we will not charge your Card more than an amount equal to two Monthly Charges if you have no money on your Card. While you have a negative balance on your Card, your Card is still open and available for use after you reload it. You may check your Card balance, review your transaction history, obtain customer service, dispute transactions and reload your Card until your Card expires. If you purchased your Card at a Retailer

and do not register your Card, we will assess a Monthly Charge beginning 90 days after the date you purchased the Card.

Getting Started With 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 registers a Card. When you register your Card, we will ask for your name, address, date of birth, social security number, phone number and other information that will allow us to identify you. We also will request information of any second cardholder, including, but not limited to, the full name and date of birth of any second cardholder.

How to Register Your Card. If you purchased your Card at a Retailer, you must register your Card before you can use it. Please follow the directions that came with your Card in order to register it. You must have your Card in order to register or to request a refund. If you signed up for a Card online and you have not yet provided us with your social security number, your Card is not validated and you must finish your Card registration by following the instructions that came with your Card. We may refuse to register your Card or allow you to sign up for a Temporary Card in our sole discretion. If you purchased your Card at a Retailer and we are unable to verify your identity, you may receive a refund check or we may choose to permit you to use the Temporary Card until the money on the Temporary Card has been fully spent, but you will not receive a Personalized Card and you will not be able to reload the Temporary Card. We may also limit the number of Cards that you may register or sign up for in our sole discretion. If you purchased your Card at a Retailer, it is important that you save your receipt until you have successfully registered your Card.

Activating Your Personalized Card. Once you successfully register your Temporary Card, we will mail you a Personalized Card that has your name on it. We will mail it to the mailing address we have on file. When you receive the Personalized Card, you will need to activate it and choose a personal identification number, or PIN. You can do this by following the instructions that come with your Personalized Card. Once you activate your Personalized Card, the money on your Temporary Card will be automatically transferred to your Personalized Card, and you will no longer be able to use the Temporary Card.

Using Your Card

Using Your Temporary Card. You may use the Temporary Card wherever Visa or MasterCard debit cards, as applicable, are accepted. You may not use your Temporary Card: (i) for any purchase at a merchant that uses a manual imprint machine; (ii) at ATMs or for any other type of transaction that requires a PIN or (iii) at merchants outside of the United States (including internet websites based outside the United States). If you received a Temporary Card number when you signed up for your Card online, you cannot use your Card at any merchant that requires a physical Card.

Using Your Personalized Card. You may use your Personalized Card to purchase goods and services anywhere Visa or MasterCard debit cards, as applicable, are accepted and to access cash at ATMs and from tellers of financial institutions displaying the Visa or MasterCard name and/or logo, as applicable. We reserve the right to limit or block the use of the Card in foreign countries due to fraud or security concerns or to comply with applicable law.

Online Bill Payments. You may use your Personalized Card for online bill payments at www.greendot.com. Terms and limits applicable to the use of the bill payment service are available at www.greendot.com and will be disclosed at the time you enroll in the service.

Charges to Your Card and Receipts; Second Card. Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money on your Card. You should get a receipt at the time you make a transaction or obtain cash using your Card, and you can get a receipt at the time you make any withdrawal from your Card at one of our in-network ATMs. You may request one additional Card for another person, although a fee may apply for the additional Card. The second Card will share the same Card number and balance as your primary Card, and you are responsible for any and all charges and fees incurred by the second cardholder. If you want to cancel the second cardholder's access to your Card, we will have to cancel your Card and issue you a new Card with a different number.

How to Get Card Balance & Transaction History. You may obtain information about the amount of money you have remaining on your Card along with a 60-day history of account transactions, by going online to www.greendot.com. You may also get this information by calling (866) 795-7597 or the number on the back of your Card. You also have the right to obtain a 60-day written history of account transactions or to sign up to receive monthly written statements by mail, in each case with no charge, by calling the telephone number above or the number on the back of your Card, or by writing us at Written History Request, Green Dot Corporation, P.O. Box 1187, Monrovia, California 91017. Please include your name and Card number. You will not automatically receive paper statements.

Questions. If you have questions about your Card, you may view frequently asked questions online at www.greendot.com or call Green Dot Customer Care at the number on the back of your Card.

How to Reload Your Card

You can add ("reload") more money to your Card, once we have successfully verified your personal information, at any Retailer or by following the directions supplied with the Card. Visit www.greendot.com to find a Retailer near you. A reload fee may apply for each reload. We may also offer other methods to reload your Card, such as online services. The terms and limits applicable to the use of these services will be disclosed at

the time you enroll in the service. The maximum daily reload limit is \$2,500, but maximum in-store reload limits also apply. The maximum amount of value that can reside on the Card at any time is \$2,500. We may, in our sole discretion, let you keep more money on your Card or have a higher daily reload limit if you have funds directly deposited to your Card by your employer or other payor. We may increase or decrease these limits from time to time in our sole discretion. We reserve the right to accept or reject any request to reload your Card at our sole discretion. Only you may reload your Card. No second cardholder or any other person may reload your Card, and we may reject any attempt by any other person to reload your Card.

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

Limits on the Use of Your Account

Your Obligation for Negative Balances. You must keep enough money on your Card to pay for each transaction. If a merchant attempts to process a transaction for more than the value available on the Card, the transaction may be declined. If the transaction is not declined, you are responsible for any amount that is charged in excess of your Card balance. If you have a negative balance on your Card, we may deduct the negative balance amount from any current or future funds on this or any other Card you register or maintain (including any other prepaid cards serviced by Green Dot and issued by the Bank to you).

Limits on the Use of Your Card. You are not authorized to make purchases that in the aggregate exceed \$2,500 per calendar day. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. You may only withdraw up to \$400 from an ATM in a single day. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional

withdrawal limits. The Card is for personal use only. You agree not to use the Card for business purposes. We may, in our sole discretion, close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use the Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Card funds; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card.

Money On Your Card May Be Held Until a Transaction is Completed. When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate the final purchase amount. When you use your Card at an ATM or for a teller cash withdrawal transaction, we generally authorize the transaction in advance (including all applicable fees). When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your Card's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available balance for up to 90 days. Until the transaction finally settles, you will not be able to use the money on your Card that is "on hold." We will only charge your Card for the correct amount of the final transaction, however, and we will release any remaining amount when the transaction finally settles. If you want to use your Card to purchase gas, you should use your Card with your PIN in "debit" mode to "pay at the pump." You will need to go inside to pay if you do not want to use your PIN.

Recurring Transactions. Your Temporary Card may not be used for recurring transactions. "Recurring transactions" are transactions that you schedule to be automatically charged to your Card on a repeated basis. If you intend to use the Personalized Card for recurring transactions, you should keep enough money on your Card to cover the transactions. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance on your Card to cover the transaction.

Card Expiration and Closing Your Account

Card Expiration. Subject to applicable law, you may use or reload your Card only through its expiration date. If your Card has a zero or negative balance, we may, at our option, cancel your Card without notice. If there is a balance remaining on the Card upon expiration and your Card is in good standing, the balance will be transferred to a new

Card. We may also send you a new Card when your Card expires even if you have no money on your Card if you have recently used your Card. If we do not choose to issue you a new Card or if we cancel your Card privileges for any reason, we will send a refund of any money remaining on the Card, after any outstanding transactions have cleared, to you at the address we have on file for you.

How to Close Your Card. You may close your Card at any time by calling the number on the back of your Card or online at www.greendot.com. If there is money on your Card when you cancel your Card, we will send a refund of any money remaining on the Card, after any outstanding transactions have cleared, to you at the address shown in our records.

Other Rights & Obligations Regarding Errors, Unauthorized Transfers, Failure to Make Transfers and Preauthorized Payments

In Case of Errors or Questions About Your Card. Telephone us at (866) 795-7597 or the number on the back of your Card, or write to us at Green Dot Customer Care, P.O. Box 1187, Monrovia, California 91017 as soon as you can, if you think an error has occurred in your Card account. If writing us, a Transaction Dispute Form is available for your convenience at www.greendot.com. 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, Green Dot Corporation, P.O. Box 1187, Monrovia, California 91017. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provide a credit to your Card within 10 business days for the amount you think is in error, so that you will have the use of the value during the time it takes us to complete the investigation. This type of credit is referred to as a “provisional” credit. If we determine there was no error, we will reverse this credit. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we will not provisionally credit the Card.

For errors involving new Cards, we may take up to 20 business days to provisionally credit your Card for the amount you think is in error. For errors involving point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will reverse any provisional credit provided. You may ask for copies of

the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at (866) 795-7597 or the number on the back of your Card or visit www.greendot.com.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Reporting your Card lost or stolen online at www.greendot.com or calling us at (866) 795-7597 is the best way of keeping your possible losses down. You could lose all the money on your Card. If you tell us within two business days after 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: If your Card is a MasterCard Card, you will not be liable for the amounts stated above if: your Card is in good standing; you have not reported more than two incidents of unauthorized use in the preceding 12 months; and you have exercised reasonable care in safeguarding your Card from risk of loss or theft. If your Card is a Visa Card, you will not be liable for the amounts stated above unless we determine that you were grossly negligent or fraudulent in the handling of your Card.) You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card or PIN and that you will be liable for all such uses by such person. For example, if you have given your Card or Card information to another person to use, such as a friend or relative, you are responsible for that person's transactions with your Card, and if you have given your Card information to a merchant for a transaction, you have given authority to that merchant to debit the Card for that transaction.

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

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 Card funds. If you believe the Card has been lost or stolen or that someone has transferred or may transfer value from the Card without authorization, contact us at the address, website or phone number listed above in "In Case of Errors or Questions About Card Transactions."

You agree to cooperate reasonably with us and Green Dot in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card.

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

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

Right to Stop Preauthorized Payments. If you have told us in advance to make regular payments out of your Card, you can stop any of these payments. Here's how: Call us at (866) 795-7597, or write us at Green Dot Customer Care, P.O. Box 1187, Monrovia, California 91017, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. 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 you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Other Rights & 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 a Card. All such disputes must be addressed to the merchants from whom the goods and services were purchased.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard and Visa currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated

rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the 50 United States.

FDIC Insurance. When you have registered and loaded your Card, Green Dot will make sure that there are enough funds at the Bank to cover the amount of money credited to your Card. The money credited to your Card 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. Unless we have registered your Card, any funds credited to your Temporary Card will not be insured by the FDIC.

Your Representations and Warranties. By setting up the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you are a U.S. citizen or legal alien residing in one of the 50 states, the District of Columbia or Puerto Rico; (iii) you have provided us with a verifiable U.S. street mailing address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card. 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, the Card, and the transactions on your Card: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as permitted by law. Please see our Privacy Policy for further details.

Notices. We may send notices to you at the last postal address we have on file for you in our Card records. If you have signed up at www.greendot.com for electronic delivery of disclosures, we will send notices to you by e-mail at the e-mail address we have on file for you in our records. If you have more than one Card, we will send you only one notice. If your e-mail or postal address changes, you must promptly update your information online at www.greendot.com or by calling the Customer Care number on the back of your Card. If you do not keep your e-mail or mailing address updated in our records, we may send a replacement Card or important Card information to the wrong person, and transactions on your Card may be declined.

Change in Terms. Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice (unless otherwise stated 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 the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See the section titled “Notices” for information on where we will send any such notices.

Unclaimed Property. If you do not use your Card for a year or more, applicable law may require us to report the balance on the Card as unclaimed property. If this occurs, we may try to locate you at the address last shown in our records. If we are unable to locate you, we may be required to deliver any money on your Card to the state as unclaimed property.

Retailers Have No Authority. Retailers have no authority to make representations or warranties on behalf of us or Green Dot, or to bind us or Green Dot or to enter into any agreement on behalf of us or Green Dot.

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 the Card and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award. Note: If our records reflect that the owner of the Card is a resident of Illinois, the laws of the State of Illinois, rather than 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 Card and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award shall be brought by us in the state and federal courts of Illinois.

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

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 THE CARD, 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 LOADED ON THE CARD.

Definitions. In this Agreement, the words “*you*” and “*your*” mean the owner of the Card (“*Cardholder*”) and any second cardholder. If you have a second cardholder, the second cardholder must comply with all of the terms of this Agreement. “*Bank,*” “*we,*” “*us*” and “*our*” mean Green Dot Bank, the issuer of the Card, or anyone to whom we assign our rights. “*Retailer*” means each distribution agent and retail outlet authorized to provide Cards for sale to the public. Note: Retailers have no authority to make representations or warranties on behalf of the Bank or Green Dot, or to bind the Bank or Green Dot or enter into any agreement on behalf of the Bank or Green Dot, with respect to the Card or otherwise. “*Green Dot*” means Green Dot Corporation, the third party that administers the Card program. Green Dot provides certain support and marketing services for the Card.

Acknowledgment of Arbitration. Your Card is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By accepting your Card, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except

as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Card; (ii) any service relating to the Card; (iii) the marketing of the Card; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the Card or any such service (“*Claim*”) shall be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association (“AAA”) shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

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

Individual Claims Only. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, co-applicants, 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. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the 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. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.