

**QUICKBOOKS MONEY**  
**DEPOSIT ACCOUNT AGREEMENT**

## **WELCOME!**

This Deposit Account Agreement (including, but not limited to, all appendices, such as the Mobile Banking Agreement attached as Appendix A,, if applicable the Mobile Deposit Agreement attached as Appendix B, and the Demand Deposit Marketplace<sup>®</sup> with the IDEA Allocation<sup>SM</sup> Feature Program Terms and Conditions attached as Appendix C) explains the fees, policies, terms and conditions that govern your account.

When we say “we,” “us,” “our” or “Bank,” we mean Green Dot Bank, Member FDIC, the bank that holds the money in your account. Please note that 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. Intuit Inc. and Green Dot Bank are separate companies and are not related.

When we say “you” or “your,” we mean each person who has a Green Dot Bank account and anyone else that a Green Dot Bank account holder gives account access to.

When we say “account,” we are referring to the single registered FDIC-insured account, not held for personal, household or family purposes, held in your name and your business’ name that consists of an interest-bearing transactional account to which you 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 ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

## 1. Getting Started; About Your Account

- a. *General Information about Business Deposit Accounts.* Your account is a business deposit account. A business account, for purposes of this agreement, is owned by a sole proprietor, a limited liability company, a partnership, a non-profit organization or a corporation. If the account owner is a sole proprietorship, however, that means that one person owns the business, acts alone and has no partners. Business deposit accounts are accounts that are established primarily for business purposes. When you open a business deposit account, you represent and agree that you are establishing it primarily for business purposes. Once the Bank opens your account, you will receive a personalized debit card (your “Card” or “Debit Card”) that is linked to your account. An account can only have one signatory.
  
- b. *Opening an Account.* To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account on behalf of a business and the business for which the deposit account is being opened. As such, when you apply for an account, the Bank will require you to complete a registration process during which you will be required to provide your name, address, date of birth, social security number, phone number and other information that we believe, in our sole discretion within compliance of applicable law, will allow us to identify you and the associated business and ensure you have authority to act on the business’ behalf. We will also ask you to represent and warrant to us that you have authority to bind the business or entity to these terms. We may additionally use other methods of data collection, like device ID and geolocation data generated from your devices and other sources of data provided to us internally or through third parties to ensure the legitimacy of the personal information you have provided to us, including, but not limited to, the collection and validation of your state issued ID or other printed documentation and data related to your phone, computer and/or other and devices to ensure that the personal identifying information you have provided to us is accurate and true. In addition, before you may use certain features of your account, we may require you to undergo further identity or account verification, including, but not limited to, activating your personalized card, verifying your email or mobile phone, or uploading an image of your state issued ID for verification.

You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency that requires such specific authorization. As such, you waive your rights under California Vehicle Code §1808.21 (or equivalent). You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to Green Dot Bank and its service providers.

We reserve the right to not open an account for anyone in our sole discretion. We may also limit the number of accounts that you have in our sole discretion.

c. *Interest on your Account.*

- i. *Eligibility.* All account holders are eligible to earn interest on the account. The account will automatically earn interest according to the terms herein without any further action from you. For the interest to be credited to your account balance, your account must i) be in good standing (for example, not subject to a fraud hold) and ii) be open. Otherwise, you will not receive the interest accrued since your previous Statement Cycle (as defined in footnote 3 in Section 2.a. below, “Statement Cycle”).
- ii. *Minimum Balance.* There is no minimum balance requirement for your account to be eligible to earn interest.
- iii. *Interest Calculation and Payment.* We will calculate interest on the average daily available balance in your account. We will credit interest in whole cents to the account at the end of your Statement Cycle. The interest rate is variable, which means we may, at our sole discretion, at any time, change the interest rate paid on the principal balance of your account and the corresponding annual percentage yield, without limit and without notice. Annual percentage yield is a percentage reflecting the total amount of interest paid on your account, based on the interest rate and frequency of compounding. The rate at which interest may be paid on the principal balance of your account, and the corresponding annual percentage yield, can be found under “Account Info” in the Quickbooks Money mobile application (“Mobile App”). The rate at which we pay interest may be zero. Any change we may make to the interest rate or annual percentage yield would not take effect until the next Statement Cycle. Interest is calculated based on the average daily available balance in your account during the Statement Cycle. This method applies the variable interest rate to the average daily available balance in your account for your Statement Cycle. The average daily available balance is calculated by adding the available balance in your account of your Statement Cycle and dividing that figure by the number of days in that Statement Cycle. Interest will be credited to your account at the end of each Statement Cycle assuming the account meets the eligibility requirements in Section 1.c.i and contains an average daily available balance set forth in Section 1.c.ii. above. Because interest is credited to your account only at the end of your Statement Cycle, the amount of accrued interest is not added to the daily balance of your account during the Statement Cycle. That means that interest does not compound prior to being credited to your account. There is no limit on the maximum amount of interest that can be earned.
- iv. *Taxes.* You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with the interest paid on your account.

2. Fees

- a. *General.* Our fee schedule below describes the fees associated with our accounts and services. 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.

Fee Type	Fee
Monthly Fee	\$0
In-Network ATM Withdrawal	4 free per each monthly Statement Cycle <sup>***</sup> , \$3.00 per transaction thereafter. To find an in-network ATM, check the Mobile App.
Out of Network ATM Withdrawal*	\$3.00 per transaction
Teller Cash Withdrawal Fee	\$0
In-Network and Out of Network Balance Inquiry at ATMs*	\$0
Replacement Card (for Lost, Stolen or Damaged Card)	\$0
Expedited Delivery Replacement Card Fee (for Lost, Stolen, or Damaged Card)	\$20 for replacement Card delivered on an expedited basis (generally within 4 business days). There is no fee for a replacement Card delivered on a non-expedited basis.
Foreign Transaction Fee <sup>**</sup>	3% of total transaction amount

\* You may also 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 funds transfer).

\*\* This fee is in addition to any other fee that may apply to your transaction. Please note use of your Debit Card outside of the U.S. may be limited; see Section 4 for more information.

\*\*\* Your first monthly Statement Cycle begins on the date you pass the registration process noted in Section 1.b. above (“Account Opening”) and ends the day before the one month anniversary of Account Opening. Please note, however, for Account Openings that occur on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of any month, your first Statement Cycle will be adjusted to start on the 1<sup>st</sup> of the subsequent month. Each subsequent Statement Cycle will end on the same day of the month each month.

3. General Information About Deposits & Funds Availability

- a. *Deposits.* If you are approved for an account, the Bank will mail your personalized Debit Card to you. You may make initial deposits by direct deposit and by using our Bank Transfer Service once your account has been approved. Once you receive your Debit Card and have notified the Bank of your receipt of this card in accordance with the accompanying instructions, you may also make initial deposits to your new account in cash at a participating retailer or through other means as provided at Green Dot's discretion.

Subsequent deposits may be made at any time thereafter, subject to limits set forth by the Bank related to its anti-money laundering and risk policies. We may refuse to accept a deposit or transfer to an account, limit its size, or return all or part of it to you or the sender. We reserve the right to limit the amount of funds that may be maintained in an account. If you deposit cash at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits.

- b. *Types of Deposits; Funds Availability.* For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, federal holidays and legal banking holidays in the State of Utah.
  - i. *Cash Deposits.* Cash deposits made through participating retailers are generally made available within 60 minutes or sooner from the time the transaction is reported to our technology systems by the retailer. Fees of up to \$5.95 may be collected by retailers when depositing cash to your account at their locations. This fee is charged by the retailer and is subject to change. This fee is not deducted from your account and will not be reflected in any periodic statement. This fee can be lower depending on how and where you deposit cash.
  - ii. *Direct Deposits.* Generally, we make electronic direct deposits available on the day we receive the deposit or sooner, if the source of the payment notifies the bank of the incoming payment prior to the actual day or receipt and the deposit and your account are eligible for such early posting. 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.
  - iii. *Wire Transfers.* Generally, we make wire transfers available on the day we receive the deposit if received before 1 p.m. (Pacific Time).
  - iv. *Checks Deposited Using Our Mobile Deposit Service.* Funds availability terms for checks deposited through the Mobile Deposit Service are set forth in the Mobile Deposit Agreement.
- c. *Other Types of Deposits.* Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

- d. *Special Rules for New Accounts.* We may impose different funds availability rules during the first 31 days your account is open.

#### 4. About Your Debit Card

- a. *General.* Your account will come with one Card. Your Card is linked to your account. You will be able to set a personal identification number (“PIN”) for your Card. You agree not to disclose your PIN to others and to safeguard its confidentiality. Except as otherwise indicated, you may use your Card to purchase goods and services and to access cash at ATMs and from tellers of financial institutions anywhere your debit card’s brand mark (as applicable) are accepted.
- b. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your account.
- c. *Limits on the Use of Your Card.* 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 Debit Card. 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 account funds; (iv) assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us; and (v) use the Card only as instructed. You acknowledge and agree that by allowing anyone to use your card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all unauthorized transactions. 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. We reserve the right to limit or block the use of your Card in certain foreign countries at our discretion due to fraud or security concerns or to comply with applicable law.
- d. *Money in Your Account May Be Held Until a Transaction is Completed.* When you use your Card 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. Until such a transaction finally settles, you will not be able to use the money in your account that is “on hold.” We will only charge your account for the correct amount of the final transaction, however, and we will release any remaining amount when the transaction finally settles.
- e. *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: (a) selected from a

range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate 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 United States or in a foreign currency. This charge is in addition to any of the Bank's usual fees, including, but not limited to, the teller cash withdrawal or out-of-network ATM fee.

- f. *ATM Safety.* You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave. Be sure to save your transaction slips. Check them against your statements regularly. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

#### 5. Limits on Your Account.

- a. *Daily Cash Deposits.* You may deposit up to \$5,000 in cash per day in the aggregate. There is no deposit limit for ACH deposits.
- b. *Daily and 30-Day Cash Withdrawal Limits.* You may withdraw up to \$2,000 in cash in the aggregate in a single day at an ATM. You may withdraw up to \$10,000 in cash per calendar month at an ATM. You may withdraw up to \$3,000 in cash in the aggregate in a calendar month with a bank teller. We may, in our sole discretion, permit you to withdraw higher amounts of cash.
- c. *Total Daily Spend Using Card.* You may not spend more than \$10,000 per day using your Debit Card.
- d. *Point of Sale Cash Back.* Limits apply to the use of your Card at the point of sale when making a purchase from a merchant, including merchant imposed limits on such transactions.
- e. *Special Rules for New Accounts.* We may impose different limits during the first 31 days your account is open.

#### 6. Electronic Funds Transfers; Other Rights & Terms

- a. *Not Governed by Electronic Fund Transfer Act.* Your Debit Card transactions as well as any electronic transfer of funds to or from your account are not governed by the Electronic Fund Transfer Act. You understand and agree that you are not a “consumer” within the meaning of the Federal Electronic Fund Transfer Act and the Bureau of



Consumer Financial Protection Regulation E, and the Act and Regulation shall not apply to any dispute arising between you and the Bank.

- b. *ACH Transfers to your Account.* In addition to the other terms in this agreement, any credit to your account for an electronic transfer of funds transmitted through the ACH by an originating depository financial institution (“ODFI”) is provisional until we receive final settlement through a Federal Reserve Bank, or otherwise receive payment in a manner acceptable to us. If we do not receive final settlement or payment, we are entitled to a refund from you for any amount credited to your account and may deduct such amount from your account without notice to you and the ODFI will not be considered to have paid the amount of the credit entry to you. According to the rules set forth by NACHA (as defined below), we are not required to provide you with notice that we have received an ACH transfer to your account unless we have expressly agreed otherwise.
- c. *Visa Zero Liability Protection.* Subject to certain exceptions and except as otherwise provided in this agreement, you will not be held responsible for unauthorized Debit Card transactions processed by Visa as long as you: (i) exercise reasonable care in safeguarding your Debit Card from any unauthorized use; and (ii) immediately notify us of any loss, theft, or unauthorized use of your Debit Card by calling us at (888) 463-4661. Subject to the foregoing, you must notify us within two business days after you learn of the loss or theft of your Debit Card or PIN and within 60 days after the first statement was made available to you on which an unauthorized transaction appeared. Upon receipt of your notice, we will promptly investigate any transactions you believe are unauthorized, which can take up to 45 days from the date we receive all necessary information and documentation (as explained below) or longer if there are extenuating circumstances. If applicable, we will provide a provisional credit to your account within five business days of receipt of your notice for the amount of the transactions you think are unauthorized (except for ATM withdrawal transactions), unless we determine that additional investigation is warranted. You must cooperate and assist with our investigation (e.g., by providing certain information and documentation, such as signed forms, notarized affidavits, and police reports). Notwithstanding the limitation of liability for unauthorized transactions described in this subsection, you may be liable for some or all of any unauthorized transactions if: (x) you don’t cooperate and assist with our investigation; (y) we reasonably determine that you were fraudulent or negligent in the handling of your account or your Debit Card; or (z) you did not notify us of the loss, theft, or unauthorized use of your Debit Card in accordance with the timeframes set forth in this subsection. In addition, the limitation of liability for unauthorized transactions described in this subsection does not apply to transactions performed using the routing and direct deposit numbers for your account or any other transactions not processed by Visa.
- d. *Our Liability for Failing to Make Transfers.* We will not be liable for your losses or damages in regard to an electronic fund transfer to or from your account if:

- i. Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- ii. Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- iii. The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- iv. The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- v. The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- vi. We have reason to believe the transaction was authorized by you; or
- vii. The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our agreement with you.

- e. *Periodic Statements.* You will get an account statement each Statement Cycle (unless there are no transfers in a particular cycle). You will have access to these statements through the Mobile App. We do not mail paper statements. If you give us your email address, you agree that we may send communications and notices electronically to that address rather than through the mail, unless the law says otherwise.
- f. *Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.
- g. *Amendments/Changes in Account Terms.* We may add to, delete or change the terms of our agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by uploading it to the Mobile App or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

- h. *Information Given to Third Parties.* We may disclose information to third parties about you, your account, and the transactions on your account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the 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 the 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 the account; (viii) to disclose the existence, history, and condition of your account to consumer reporting agencies; and (ix) as permitted by law.

## 7. Bank Transfer Service.

- a. *General.* You can use our bank transfer service to transfer money from another bank account at a U.S. financial institution to your Green Dot Bank issued account (your “QuickBooks Money account”). We refer to these types of transfers as “Inbound Transfers.”

You can also use our bank transfer service to transfer money from your account associated with your Debit Card to another valid bank account at a U.S. financial institution that accepts such transfers (each such transfer, an “Outbound Transfer” and, in conjunction with Inbound Transfers, the “Service”). Although we may use any means to execute your instructions, we normally use the automated clearing house (ACH) to transfer funds.

- b. *Account Verification.* We may verify your ownership of accounts at another institution from time to time by (a) asking you to provide proof of ownership, (b) engaging in test transfers, and/or (c) accessing your account information at the other institution.

When we validate your ownership of accounts through the use of a test transfer, one or more small payments will be credited to your account with the other institution. Once the test transfer is complete, we will ask you to access your account and tell us the amount of the test credit or any other information reported to us by your bank.

We may verify your ownership of an account by asking you to provide us with information (e.g., your username and password). You agree that you are providing that information to us and/or our vendor directly so that they and/or we can access information about your other account online in accordance with these terms.

You authorize us and Intuit Inc., and their vendors, to act as your agent and attorney-in-fact for the limited purpose of gathering information about your accounts at other financial institutions, communicating with others regarding your instructions, and processing your transfers. You represent to us that: (a) the financial institutions you designate have expressly agreed to (or do not prohibit) those actions by us; (b) you have the authority to grant us the right to conduct those activities; (c) you are authorized to conduct transfers to and from the accounts you designate for the Service; (d) the information you provide to us regarding your accounts at other institutions is accurate and complete; (e) you are an owner and authorized signer on such accounts; (f) no other person’s authorization is required for us to process your requested transfers; and (g) such action does not violate the terms and conditions applicable to your bank account, this agreement, or applicable law.

Other institutions may contact us to verify information about an account or transaction. You agree that we may provide any information needed to verify your instructions or otherwise process a transfer.

Not all types of accounts are eligible for the Service. Be sure to check with us and other financial institutions for restrictions regarding transfers among your accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

- c. *Minimum and Maximum Transfer Amounts.* The minimum amount of any single Outbound Transfer is \$1. Rolling single day and 7-day aggregate limits of Inbound Transfers apply, up to \$2,000 per transaction and up to \$5,000 in a rolling 7-day period. You may not make more than 3 Inbound Transfers in a rolling 7-day period. The minimum and maximum amounts are subject to change. You may be eligible for a higher maximum aggregate transfer amount; if you are, we will disclose the higher limit at the time you use the service. We will notify you as required by law if these limits decrease, but we may change these limits below the amounts stated above or cancel your transfers without prior notice as described below in “Suspension and Reinstatement of Bank Transfer Service.” We also may impose different limits during the first 31 days your account is open.
- d. *Inbound Transfers.* You may transfer funds from a bank account that you maintain with another U.S. financial institution to your QuickBooks Money account. When you initiate a transfer from the other bank account, you authorize us to withdraw the funds from your other account. You agree that you will have sufficient funds in your other bank account to cover all Inbound Transfers that you set up.

You acknowledge that there will be a delay between the time you are notified of a pending transfer and the date funds are deposited to your QuickBooks Money account. Although we may use any means to execute your instructions, we normally use ACH to transfer funds. Subject to the terms set forth in Section 7.f., it generally takes up to 5 business days before the funds are deposited to your QuickBooks Money account.

The cutoff time for submitting transfer instructions is 9:30 p.m. (Pacific Time). Instructions received after the cutoff hour or on a non-business day may be processed by us on the next business day. Transactions scheduled to be processed on a weekend or bank holiday will be processed on the next business day.

- e. *Outbound Transfers.* Subject to the terms set forth in Section 7.f., Outbound Transfers generally are processed within 3 business days of your request, but could take up to 5 business days in some cases. The financial institution that holds your bank account may take additional time to deposit the funds from an Outbound Transfer in your bank account. We cannot guarantee the timely delivery or return of funds as a result of a

failure of another financial institution to act in a timely manner. In addition, we may delay or suspend the processing of an Outbound Transfer for security and fraud purposes and as otherwise specified in this agreement. You agree that you will have sufficient available money in your account to cover the amount of any Outbound Transfer that you request, including any applicable fees. If you do not, we may reject the Outbound Transfer. We will remove the money that you have designated to be transferred from your account when you submit the Outbound Transfer to us.

- f. *Delayed, Declined and Reversed Transactions.* We may delay or decline to complete a transfer if: (a) we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (b) we are unable to authenticate either your QuickBooks Money account or your other bank account; (c) there are insufficient available funds for the transfer; (d) the transfer instruction is unclear, ambiguous or incomplete; (e) we identify a security risk involving the transaction; or (f) as otherwise stated in these terms. If we have begun a transfer, and it is rejected for any reason, we will notify you and attempt to return the funds to the other bank account.

In addition to the limits disclosed above, all bank transfers may be reviewed by us for fraud and security reasons. We are not responsible for any losses or damages that may result from our delay or cancellation of a transfer, or for any failure to notify you of such delay or cancellation.

You authorize us to return funds to the other bank account if we are advised by the financial institution or the company processing the transfer that the transfer was not properly authorized, was made to your QuickBooks Money account in error, or that there were insufficient available funds in the other account for the transaction.

- g. *Indemnification/Limited Liability.* You agree to indemnify us, and Intuit Inc, and each of our agents and affiliates from all claims, liabilities, losses, expenses and damages, including attorney's fees, arising out of any action we take pursuant to your instructions or your violation of these terms or applicable law. We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner. If we give you credit for an Inbound Transfer prior to receiving funds from the other financial institution and do not actually receive funds, or if we are required to return funds to the other financial institution because such transfer was not authorized, you agree that you are responsible for any losses we may incur.
- h. *National Automated Clearing House Association Rules.* Inbound and Outbound Transfers are governed by rules set forth by the National Automated Clearing House Association ("NACHA"). You agree to be bound by, and make the applicable warranties and representations required by, the NACHA rules. In the event of any conflict between the NACHA rules and any provision of this agreement, the NACHA rules will prevail. You may obtain a copy of the NACHA rules through [www.nacha.org](http://www.nacha.org).

- i. *Suspension and Reinstatement of Bank Transfer Service.* In the event that we at any time incur a problem with your use of the bank transfer service, including without limitation, (1) the inability to debit any of your account(s) or to collect with respect to any of your bank transfers as described above, (2) if you breach this or any other agreement with us, (3) we have reason to believe there has been or may be an unauthorized use of your QuickBooks Money account, (4) we are unable to verify your identity or authority to use the Service to our satisfaction, (5) your QuickBooks Money account is not in good standing, or (6) we believe that your use of the Service could expose Green Dot to increased risk, and without limiting any other right or remedy that we may have under this agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect us from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service.
8. Additional Terms & Conditions.
- a. *Adjustments.* We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.
  - b. *Account Contact Information Changes.* You agree to notify us immediately in accordance with our security requirements of any change in your name, address, email address, or other contact information associated with your account, including the addition, transference or change in applicable beneficial owners in the event the business is not a sole proprietorship. For security reasons, we may, in our sole discretion, opt to not allow such a change. We may rely on our account records to determine the ownership of your account.
  - c. *Compliance.* You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.
  - d. *Conflicting Demands/Disputes.* If there is any uncertainty regarding the ownership of an account or its funds or the authenticity or legitimacy of any transaction associated with your account we may, at our sole discretion, freeze the account and refuse transactions until we conduct an investigation to resolve the matter to our satisfaction. If you discover an error, forgery, alteration or other unauthorized activity involving transfers from your account using your routing and direct deposit number, you must notify us immediately by calling us at (888) 463-4661, but within no later than 2 days, by telephone and promptly in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator.

- e. *Consent For Us to Call You.* You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as a text message or prerecorded or autodialed calls. You understand that your service provider may charge you for these calls/messages.
- f. *Cutoff Hours.* Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.
- g. *Death or Adjudication of Incompetence.* We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions if an account holder dies or is adjudicated incompetent. If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an account holder, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.
- h. *Deposit Insurance.* Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).
- i. *Force Majeure.* We shall not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.
- j. *Governing Law.* To the extent this agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.
- k. *Inactive Accounts.* For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. We may transfer (escheat) your property to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law. We may consider an account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.
- l. *Legal Process.* We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone,

electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your accounts. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

- m. *Limitation on Time to Bring Action.* Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues.
- n. *Other Agreements.* You may have another agreement with us relating to this account which, by its terms, supersedes this agreement in whole or in part. For example, certain provisions of your other agreements with us (e.g., involving our online services) may supersede some of the terms of this agreement, to the extent that they are inconsistent.
- o. *Negative Balances.* If you do not have enough money in your account to cover the amount of a transaction (e.g., teller cash withdrawal or other electronic transaction), we may reject the transaction without payment. We may elect, however, in our sole discretion to create a negative balance in your account by permitting the transaction. If your account balance drops below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account to cover any negative balance existing in your account, to the fullest extent permitted by law.

Our allowance of transactions that create negative balances in no way obligates us to continue that practice at a later time. We may discontinue permitting negative balances without cause or notice to you. We discourage the practice of overdrawing accounts.

- p. *Security Interest and Setoff.* You grant us a security interest in your account, including all current and future deposits, for amounts owing to us now and/or in the future under this agreement or under any account service agreement by any owner. If you are a sole proprietor, the security interest set forth hereunder extends to any of your personal or business accounts Green Dot Bank may hold. We may charge or set off funds in your account, which can include for any direct, indirect, and/or acquired obligations that you owe us now and/or in the future, regardless of the source of the funds in your account, to the fullest extent permitted by law.
- q. *Severability.* If any of the provisions of this agreement are determined to be void or invalid, the remainder of the agreement shall remain in full force and effect.
- r. *Privacy.* We collect your information, which may include personal information about you and, to the extent applicable, the beneficial owners of the business, account balances,



account transactions and certain transaction history. We collect this information, for example, when you open an account or make deposits or withdrawals from your account, use your Debit Card or provide account information or give us your contact information. We also collect your information from others, such as credit bureaus, affiliates, or other companies. We may disclose information to third parties about you, the business, 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) 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; (v) in order to identify, prevent, investigate, or report possible suspicious or illegal activity; and (vi) in order to issue authorizations for transactions on the Card. We may also disclose information about you, the business, the Card, and the transactions on your Card to Intuit Inc. and its affiliates for their use in accordance with the Intuit Privacy Statement.

- s. *Telephone and Electronic Communication Monitoring/Recording.* We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.
- t. *Transfers/Assignments.* Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.
- u. *Waivers.* We may delay enforcing our rights under this agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this agreement.
- v. *Termination or Suspension of Service or Account.* We may suspend or terminate your Account, your Card and/or access to or use of any or all of our services at any time without cause in our sole discretion. We may immediately suspend your Account, your Card and/or the use of our services if you breach this or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your account.

## 9. Dispute Resolution

- a. ***Acknowledgment of Arbitration.*** Your account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By opening your account, 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.**

*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. 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 under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 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](http://www.adr.org) or by writing to 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 Card 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.

*Procedure.* The arbitrator(s) 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. 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.

## Appendix A

### Mobile Banking Agreement

- 1. Introduction.** This Mobile Banking Agreement (“Agreement”) sets forth the terms and conditions that apply to your access and use of the Green Dot bank account mobile banking services (“Service”) provided by Green Dot Bank, Member FDIC. In this Agreement, “you” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “we,” “us” and “Green Dot” refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. The Service is made available to you via the QuickBooks Money mobile application (“Mobile App”). **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE MOBILE APP. DO NOT USE THE SERVICE VIA THE MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Service, you represent that you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Mobile App. This Agreement may be amended by posting a new version to the Mobile App, which version will be effective upon posting.
- 2. Our Service.** The Service may allow you to access a variety of features through the Mobile App from time to time, subject to your eligibility to use such features. We will, in our sole discretion, pick the platforms from which you can access your account using the Mobile App. We assume no obligation to offer support services for, or upgrades to, the Mobile App.
- 3. Your Equipment.** To use the Service, you must have the equipment described in the [Intuit FAQs](#). You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer, mobile phone or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and/or mobile phone and software are compatible with our system. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile phones and mobile operating systems. You agree to promptly update the Mobile App when updates are made available to you. We are not responsible for any damages that may result from you not using the most current version of the Mobile App.
- 4. Security; Use of the App.** You are required to establish and use online login credentials (collectively, your “Credentials”) for your account in order to use the Service. You agree: (a) to take reasonable steps to safeguard the confidentiality and security of your Credentials; (b) refrain from sharing or disclosing your Credentials with anyone else; (c) notify us immediately if you believe your Credentials have been compromised; and (d) immediately change your Credentials if you believe the confidentiality of them has been compromised in any way. You agree to be responsible for any transmission or transaction we receive using the Mobile App, even if it is not

authorized by you, provided your Credentials were used to access the Service or is otherwise processed by us in accordance with our security procedures.

**Mobile App End User License Agreement.** Intuit’s Mobile App End User License Agreement applies to your access and use of the Mobile App. Either Green Dot or Intuit has the right to terminate or suspend your access to or use of your account through the Mobile App, with or without notice, in the event that you violate the End User License Agreement.

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Your Conduct. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, “deeplink”, attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user’s enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other “hidden text” utilizing a Mark; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

Third Party Websites and Services. The Mobile App may contain links to third party websites and services, over which Green Dot has no control. In addition, the Mobile App may contain other

non-banking-related content solely related to Intuit. 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.

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 Service, and to block or prevent future access to and use of the Service 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 Service, 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.

5. **Disclaimer.** THE GREEN DOT PARTIES MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICE, THE MOBILE APP, OR ANY, CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN ("*GREEN DOT MATERIALS*"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE GREEN DOT PARTIES 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 MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. THE GREEN DOT PARTIES DO NOT WARRANT THAT THE GREEN DOT MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GREEN DOT MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE GREEN DOT MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE GREEN DOT PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE GREEN DOT MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

The Green Dot Parties 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 reasonable control of the Green Dot Parties.

6. **Limitation of Liability.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD

PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

7. **Hours of Operation.** You can access automated account information through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

8. **Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

9. **Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.

10. **Termination – Mobile Banking Services.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Any indemnification required by this Agreement shall survive its termination.



## Appendix B

### Mobile Deposit Agreement

- 1. Introduction.** This Mobile Deposit Agreement (“Agreement”) sets forth the terms and conditions that apply to your access and use of the Green Dot bank account mobile deposit service (“Mobile Deposit Service”) provided by Green Dot Bank, Member FDIC. In this Agreement, “you” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “we,” “us” and “Green Dot” refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Mobile Deposit Service will be deemed further evidence of your agreement to these terms. The Mobile Deposit Service is made available to you via the Quickbooks Money mobile application (“Mobile App”) and as such, the Mobile Deposit Service and your use of it are subject to the Mobile Banking Agreement. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE MOBILE DEPOSIT SERVICE VIA THE MOBILE APP. DO NOT USE THE MOBILE DEPOSIT SERVICE VIA THE MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Mobile Deposit Service, you represent that you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Mobile App. This Agreement may be amended by posting a new version to the Mobile App.
- 2. Our Service.** If we, in our sole discretion, make the Mobile Deposit Service available to you, you can use the Mobile Deposit Service to capture images of Eligible Checks (as defined below) and then transmit those images and other data to us electronically for deposit to your account. The check image and associated information transmitted electronically to us are called collectively the “Check Image.” We may process and collect the Check Images you send us in any manner we choose in our sole discretion. The paper instrument to which the Check Image relates is called the “Original Check.”
- 3. Eligibility and Enrollment.** There are qualification and enrollment requirements for participation in the Mobile Deposit Service, and we reserve the right to change the qualification and enrollment requirements at any time without prior notice. We may also require you to upload a picture of your driver’s license or other identifying documents prior to using the Mobile Deposit Service.
- 4. Security Procedures.** Our security procedure is designed to verify your identity. It is not designed to detect errors by you. We may elect, at our discretion, to verify the authenticity or content of any transmission by contacting you. We may deny access to the Mobile Deposit Service without prior notice if we are unable to confirm to our satisfaction any person’s authority to access the Mobile Deposit Service or if we believe such action is necessary for security reasons. You agree to be responsible for any transmission or transaction we receive through the Mobile Deposit Service, even if it is not authorized by you, provided it includes your Password (as defined in Appendix A) or is otherwise processed by us in accordance with our security

procedures. Each time you transmit a Check Image to us, you agree that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

- 5. Using the Mobile Deposit Service.** You agree to: (i) implement any changes or upgrades to the Mobile Deposit Service that we may require; (ii) follow our Mobile Deposit Service instructions for capturing and transmitting Check Images to us; (iii) view each Check Image as it is scanned to ensure that the images (front and back) are being captured properly; and (iv) if requested, provide us with the Original Checks that are not destroyed and still within your possession (or sufficient copies of the Original Checks) within five business days of our request. A “sufficient copy” of an Original Check is a paper reproduction of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the image was transmitted to us by means of the Mobile Deposit Service. You agree not to transfer, deposit, negotiate, or otherwise use any Original Check (or a copy of any Original Check) once you agree to deposit it through the Mobile Deposit Service. Once you transmit an Original Check to us, you agree to safeguard the Original Check from access by others. By transmitting a Check Image to us through the Mobile App, you authorize us to contact you, including via email and the mobile telephone number that we have on file for your account, regarding any processing issue or collection effort with respect to such Check Image. If warranted, in our reasonable judgment, we reserve the right to monitor your use of the Mobile Deposit Service, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
- 6. Endorsements and Procedures.** You agree to: (i) ensure that all Eligible Checks transmitted through the Mobile Deposit Service are made payable to you; (ii) endorse the back of all Eligible Checks that you transmit to us through the Mobile Deposit Service with your signature and the words “For Mobile Deposit Only”; (iii) securely store the Original Check until you receive confirmation that your check funds have been posted to your account; and (iv) securely and thoroughly destroy the Original Check after you receive confirmation that your check funds have been posted to your account. You agree to follow all other instructions provided by us for capturing and transmitting Check Images via the Mobile Deposit Service. Check Images we receive that are not endorsed in accordance with this section may be rejected.
- 7. Limits.** We may establish limits on the dollar amount(s) and/or the number of checks you may deposit through the Mobile Deposit Service. We will make these limits available to you at the time you conduct your transaction. These limitations are available in our Mobile App. If you attempt to make a deposit in excess of these limits, we may, at our sole discretion, reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to this Agreement, and we will not be obligated to allow such a deposit at other times. We may modify these limits from time to time.
- 8. Eligible Checks.** You agree that you will use the Mobile Deposit Service to make deposits to your account by transmitting to us only Check Images of checks drawn on U.S. financial institutions in U.S. dollars that are any of the following (collectively, “Eligible Checks”):

  - payroll checks;
  - insurance agency checks;

- cashier's checks;
- money orders;
- rebate checks;
- stock dividend checks;
- checks issued by a business to you;
- tax refund checks;
- federal, state and municipal government checks; and
- personal checks.

Eligible Checks must also meet the following criteria:

- the valid MICR number, check number, and name of the payer are all commercially imprinted on the Original Check;
- your signature (endorsement) is legibly written in ink on the Original Check along with the words "For Mobile Deposit Only";
- the payer's U.S. street address and zip code are written on the Original Check;
- the check is submitted within 90 days of the check date;
- the image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve System, and any other regulatory agency, clearing house, or association; and
- the check does not contain erasures and was not altered.

**9. Certain Checks Not Permitted.** You may only use the Mobile Deposit Service to scan and transmit Eligible Checks made payable solely to you and which are properly endorsed by you. You agree that we are not obligated to accept for deposit any Check Image we receive and that we, in our discretion, determine to be ineligible for deposit using the Mobile Deposit Service. Checks that are ineligible for deposit using the Mobile Deposit Service include:

- Checks payable to others (even if endorsed over to you) and checks payable to more than one person (even if you are one of the payees);
- Demand drafts or remotely created checks (i.e., checks lacking the signature of the person authorizing the check);
- Substitute checks as defined by federal law (i.e., paper reproduction of an original check);
- Checks that are irregular in any way (for example, where the numerical and written amounts are different);
- Checks that have previously been cashed or deposited (either in paper form or electronically) or submitted for collection and returned unpaid for any reason;
- Checks that are not dated, are postdated, or are more than 90 days old;
- Checks payable in a foreign currency;
- Checks payable to "Cash" or checks issued by you which are payable to you;
- Registered government warrants;
- Checks you know or suspect may be fraudulent, forged, altered, or not properly authorized;
- Checks that do not bear the original signature of the person on whose account the check is

- drawn; or
- Checks that exceed the deposit limits that we establish for the Mobile Deposit Service.

The fact that we accept any of the items described above will not obligate us to continue that practice, and we may stop doing so without cause or prior notice. Our failure to identify a Check Image you transmit as not being an Eligible Check will not preclude or limit your obligations to us under this Agreement. We may refuse any check for deposit through the Mobile Deposit Service, with or without cause, or may elect to take a check on a collection basis only. If we accept a check on a collection basis, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we will charge the amount back against your account if we do not receive payment for any reason. We may, at our sole discretion, represent any check that has been returned to us for insufficient funds without notice to you.

**10. Your Representations and Warranties.** You represent and warrant the following with respect to each Check Image that you transmit through the Mobile Deposit Service:

- b. You have the legal right to accept the Original Check for deposit and negotiation to your account, and the Check Image is of an Eligible Check.
- c. The Check Image that you transmit accurately represents all of the information on the front and back of the Original Check, including (without limitation) all endorsements, at the time of transmission.
- d. You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Original Check or that otherwise may prevent us or another bank from capturing or processing such information.
- e. You make all warranties that would otherwise apply to the Original Check if it had been a paper item deposited with us. For example, you warrant that the Original Check has not been altered and that you have a right to enforce the Original Check.
- f. You make all encoding, transfer, presentment, and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, or image exchange network rule or agreement to which we or they are a party.
- g. No Original Check will be presented for deposit or payment more than once. You have not previously cashed, deposited, or transferred the Original Check, any image of the Original Check, or any substitute check for the Original Check.
- h. The Original Check is not otherwise prohibited by this Agreement.
- i. You will only use the Mobile Deposit Service for lawful purposes and in compliance with the online instructions and applicable law.
- j. You will not submit files containing malicious code.
- k. No person will receive a transfer, presentment, or return of, or otherwise be charged for the Check Image, the Original Check, or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an item that it has already paid.

1. You will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or Mobile Deposit Service, copy or reproduce all or any part of the technology or Mobile Deposit Service, or interfere, or attempt to interfere, with the technology or Mobile Deposit Service. We and our technology partners retain all rights, title, and interests in and to the Mobile Deposit Service and software made available to you.
11. **When You Can Use the Mobile Deposit Service.** The Mobile Deposit Service can be utilized 24 hours a day, seven days a week, except when the system is unavailable due to needed maintenance or system outages. We are not responsible for the unavailability of the Mobile Deposit Service or any damages that may result from its unavailability.
12. **Confirmations.** We will provide you with a confirmation at the end of each transmission, confirming our receipt of your Check Image and related information. This confirmation does not mean that the transmission was error-free or complete. You agree that we will not be deemed to have received your Check Image until we confirm receipt. If you do not receive a confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. Notwithstanding any confirmation by us of its receipt, we may reject the Check Image, with or without cause, and charge the amount credited back against any provisional credit to your account. When your check funds have been posted to your account, you will receive an electronic confirmation. The amount of the deposit will be shown in your account statements.
13. **When Your Funds Will Be Deposited.** Funds deposited using the Mobile Deposit Service are not subject to the funds availability requirements in Regulation CC issued by the Board of Governors of the Federal Reserve System. Our Business Days are Monday through Friday, but excluding federal holidays. If you send us a Check Image on or after 2:00 p.m. Pacific Time, or on a Saturday, Sunday, or federal holiday, we will not consider your Check Image to be received until the next business day. When you use the Mobile Deposit Service to send us a Check Image, subject to the cut off time described above, those funds generally will be deposited to your account by the fifth Business Day after we receive your Check Image. Certain check deposits require manual review, and we may extend the hold period for these deposits. We will notify you if your check deposit requires manual review. We will notify you when the funds will be available. We may elect to extend this hold period, for all or a portion of the deposit, for any reason and will notify you if we do so.
14. **Returned Deposits.** All credits to your account for checks deposited using the Mobile Deposit Service are provisional. If a check deposited through the Mobile Deposit Service is dishonored, rejected, or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the Original Check and send you notification of the return. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. We may debit your account to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty

claim was made timely. If the maker of a check or another third party makes a claim against us or seeks a re-credit with respect to any check processed through the Mobile Deposit Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.

- 15. Use of Your Geolocation.** When you are submitting an image for processing through the Mobile Deposit Service, we reserve the right to, at our discretion, to use your mobile device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your mobile device.
- 16. Fees.** Currently, we do not impose any fees for the Mobile Deposit Service. We reserve the right to impose fees for the Mobile Deposit Service in the future, and we will notify you of any such fees, as required by law. Your use of the Mobile Deposit Service after the effective date of any fee changes will constitute your agreement to such fee changes. You are solely responsible for the cost of any telephone service charges, network connection fees, data charges, communication lines, and other charges payable to third parties.
- 17. Indemnification.** You will indemnify, defend, and hold us, our vendors and our licensors, harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (i) our processing of Check Images in accordance with this Agreement; (ii) your actions or omissions, including your breach of any representation or warranty, or failure to comply with this Agreement; (iii) any misuse of the Mobile Deposit Service by you; (iv) your failure to comply with applicable law; (v) actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of Check Images or information to us; or (vi) any claim by a recipient of a substitute check (corresponding to a check processed through the Mobile Deposit Service) that the recipient incurred a loss due to: (1) the receipt of a substitute check instead of the Original Check, or (2) multiple payments with respect to the same Original Check, based on any combination of the Original Check, the substitute check, and/or any paper or electronic copy of either. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Mobile Deposit Service.
- 18. Errors.** You agree to notify us immediately of any suspected errors regarding items deposited through the Mobile Deposit Service, and in no event later than 60 days after the applicable account statement is sent or otherwise made available to you. Unless you notify us within 60 days, such account statement regarding all deposits made through the Mobile Deposit Service will be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- 19. Notices.** You agree to notify us immediately if you discover: (i) any error or discrepancy between your records and the information we provide to you about your account or transactions; (ii) unauthorized transactions involving your account; (iii) a breach in the confidentiality of your Password or any other credentials you use to access the Mobile Deposit Service; or (iv) other problems related to the Mobile Deposit Service. We may provide notices to you at the mailing

address or email address we have on file for you, electronically via the Mobile Deposit Service, or via SMS text, except as otherwise provided by applicable law. To change your email address or mobile phone number on file, log in to your account or contact us for assistance.

- 20. Compliance.** You agree to use the Mobile Deposit Service for lawful purposes and in compliance with applicable law.
- 21. Change in Terms.** We may add to, delete, or change the terms and conditions for the Mobile Deposit Service at any time, with such notice as may be required by law. We may provide you notice as provided for in this Agreement or by posting such addition, deletion, or change within our Mobile App.
- 22. Termination or Suspension of Mobile Deposit Service.** We reserve the right to terminate the Mobile Deposit Service at any time without notice to you. We may suspend or terminate your use of the Mobile Deposit Service at any time, with or without cause in our sole discretion. We may suspend or terminate the Mobile Deposit Service without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the Mobile Deposit Service or unauthorized activity involving your account; or we are uncertain regarding the authorization, completeness, or accuracy of Check Images sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to process Check Images transmitted to us prior to the termination date or your obligation to indemnify us.

## Appendix C

### The Demand Deposit Marketplace<sup>®</sup> with the IDEA Allocation<sup>SM</sup> Feature Program

#### Terms and Conditions

##### I. Introduction

The Demand Deposit Marketplace<sup>®</sup> with IDEA Allocation<sup>SM</sup> Feature Program ("Program") is offered by Green Dot Bank ("Green Dot Bank") as an embedded account feature that provides you access to FDIC insurance coverage on the amount of your deposits above the then current standard maximum deposit insurance amount ("SMDIA"), which is currently \$250,000. This increased FDIC insurance coverage is achieved by having the cash balances in your deposit account at Green Dot Bank that is linked to the Program that are in excess of the then current SMDIA automatically swept to insured accounts at FDIC-insured banks and/or FDIC-insured savings associations (collectively, "Receiving Institutions"). Such swept funds will be deposited into money market deposit accounts ("MMDAs") and/or demand deposit accounts ("DDAs"; MMDAs together with DDAs, "Deposit Accounts") at Receiving Institutions, subject to the terms and limitations described herein. Your swept funds that are deposited through the Program into the Receiving Institutions are hereinafter referred to as "Program Deposits." You appoint Green Dot Bank as your authorized agent with respect to the Program, pursuant to the Terms and Conditions set forth herein. Green Dot Bank has engaged Stable Custody Group II LLC (d/b/a R&T Deposit Solutions) ("Stable") to provide administrative services to Green Dot Bank with respect to the Program and to act as Green Dot Bank's agent with respect to the Program.

From time to time, Green Dot Bank will notify you of the maximum amount of FDIC insurance protection available on your Program Deposits. Subject to certain exceptions, the maximum amount of FDIC insurance coverage available under the Program is \$5,000,000 for each category of legal ownership as more fully explained in Section E below.

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS. IF YOU HAVE ANY QUESTIONS, PLEASE CALL GREEN DOT BANK.**

**THESE TERMS & CONDITIONS RELATING TO THE PROGRAM ARE A BINDING CONTRACT BETWEEN YOU AND GREEN DOT BANK. YOU UNDERSTAND THAT, AT ANY TIME, YOU MAY TERMINATE YOUR PARTICIPATION IN THE PROGRAM BY CLOSING YOUR DEPOSIT ACCOUNT WITH GREEN DOT BANK THAT IS LINKED TO THE PROGRAM AND IN SUCH CASE, THE FUNDS HELD THROUGH THE PROGRAM WILL BE CREDITED TO SUCH DEPOSIT ACCOUNT AT GREEN DOT BANK. ALTERNATIVELY, IF YOU WISH TO NOT HAVE YOUR FUNDS THAT ARE IN EXCESS OF THE SMDIA LIMIT AUTOMATICALLY SWEEPED TO RECEIVING INSTITUTIONS, YOU MUST ENSURE THAT YOUR DAILY DEPOSIT ACCOUNT BALANCE REMAIN BELOW THE SMDIA LIMIT (CURRENTLY \$250,000) AT ALL TIMES.**

##### II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

Summary of the Program: Green Dot Bank acts as your agent with respect to the Program. Stable administers the Program and acts as agent for Green Dot Bank with respect to the Program. Green Dot Bank will place your cash balances in your deposit account at Green Dot Bank that is linked to the Program in excess of the then current SMDIA into the Program. Your Program Deposits are deposited into Deposit Accounts at multiple Receiving Institutions in a



manner designed to remain within the FDIC insurance limit at each Receiving Institution, which in the aggregate increases the amount of FDIC protection available to you. FDIC insurance coverage is available up to its then current SMDIA, which is currently \$250,000, per legal category of account ownership at each Receiving Institution.

Your personally identifiable information would be provided to Stable only in connection with the filing of a claim with the FDIC. As a result, Stable maintains on its records only an omnibus record titled “Green Dot Bank for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others” or such other account title approved or required by the FDIC to satisfy the requirements for pass-through FDIC deposit insurance. Green Dot Bank maintains your underlying records. The omnibus balance is allocated to at least 21 Receiving Institutions to obtain the maximum, designated FDIC insurance coverage of \$5,000,000. Each customer’s Program Deposits, including yours, will be allocated to each selected Receiving Institution in the same proportion that the total omnibus balance is allocated to each Receiving Institution.

Access to Funds: You can only access your Program Deposits through your relationship with Green Dot Bank. You cannot deposit your Program Deposits directly with, or withdraw them directly from, the Receiving Institutions.

Determination of Interest Rates: Your interest rate on Program Deposits is set by Green Dot Bank. Contact Green Dot Bank with any questions about your rate. See Section III.J, Interest.

Fees: Stable earns fees based on the amount of money in the Program, including your Program Deposits. Green Dot Bank also may earn fees for its services with respect to the Program. You will not be assessed any additional fees for this feature. See Section III.K, Fees.

Risks of the Program: If you have funds at a Receiving Institution outside the Program (“Separate Deposits”), this may negatively impact the availability of FDIC insurance at such Receiving Institution. If the aggregate sum of your deposits (i.e., Separate Deposits plus any Program Deposits) in a Receiving Institution exceeds the then current SMDIA of such Receiving Institution, the excess funds are not covered by the FDIC deposit insurance. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. As such, you should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time. The most recent list is available at [https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLON\\_US\\_en\\_US?uid=lhtmrieo](https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLON_US_en_US?uid=lhtmrieo). Once your funds are placed in the Program, you cannot request that a specific Receiving Institution on the list be ‘excluded’ from receiving your funds. See Sections III.D, Deposits and FDIC Insurance, and III.G, No Ability to Exclude Receiving Institutions.

In the event of a failure of a Receiving Institution, there may be a time period during which you may not be able to access your Program Deposits at such Receiving Institution. Where your funds are held in MMDAs, the return of your funds to your account at Green Dot Bank may be delayed. Receiving Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA.

### **III. Detailed Terms and Conditions**

#### **A. Account Eligibility**

This Program is available to individuals and all other entities, including corporations, public entities and not-for-profit entities, eligible to maintain a bank deposit. It is your responsibility to ensure that the Program satisfies your particular requirements, objectives or guidelines and/or applicable law. In order to obtain or claim FDIC insurance in the Program, you may be required to provide updated proper tax and other identification information to Green Dot Bank.

## **B. Agency Relationships**

You hereby appoint Green Dot Bank to act as your agent with respect to the Program, and you further authorize Green Dot Bank to appoint Stable as its agent with respect to the Program. The allocation process administered by Stable determines into which Receiving Institution(s) your money will be deposited. See Section III.I, Allocations to Receiving Institutions The custodian bank for the overall Program (currently The Huntington National Bank) (“Custodian Bank”) is solely responsible for the movement of funds within the Program to and from Receiving Institutions.

## **C. Information about Stable**

Stable is a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of Green Dot Bank nor any of the Receiving Institutions is an affiliate of Stable. Stable administers the Program.

## **D. Deposits and FDIC Insurance**

Your funds intended for deposit into the Program must be placed through your account at Green Dot Bank and cannot be placed directly by you with any of the Receiving Institutions.

Once in the Program, your Program Deposits will be allocated to omnibus Deposit Accounts maintained at the Receiving Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others” or a similar name that preserves the eligibility of Program Deposits for pass-through FDIC insurance. See Section III.I, Allocations to Receiving Institutions.

Your Program Deposits are swept into accounts at the Receiving Institutions to provide you with access of up to the then current SMDIA, currently \$250,000, of FDIC insurance per Receiving Institution, subject to certain exceptions described herein. The SMDIA limit (currently \$250,000) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Institution. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Institution fails. FDIC deposit insurance is backed by the full faith and credit of the United States.

If you have Separate Deposits at a Receiving Institution, this may negatively impact the availability of FDIC insurance for the total amount of your funds held at that Receiving Institution. If the aggregate sum of your deposits (i.e., Separate Deposits plus any Program Deposits) in a Receiving Institution exceeds the then current SMDIA of such Receiving Institution, the excess funds are not covered by the FDIC deposit insurance. Green Dot Bank, the Custodian Bank, the Receiving Institutions and Stable are unaware of your funds outside of the Program. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Institution. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. You should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time. The most recent list is available at [https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLQN\\_US\\_en\\_US?uid=lhtmrieo](https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLQN_US_en_US?uid=lhtmrieo). Once your funds are placed in the Program, you cannot request that a specific Receiving Institution on the list be ‘excluded’ from receiving your funds. Accordingly, if you do not want one or more of the institutions on the list of Receiving Institutions to receive your funds, then you should not place your funds in the Program. In particular, if you have existing balances at one of the Receiving Institutions on the list, there is a risk that all or portion of your funds allocated to such Receiving Institution by the Program will not be FDIC insured. See Section II, Risks of the Program.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Bank A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured by the FDIC. In this example, \$10,000 is not FDIC-insured.

In the event that a Receiving Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC normally makes these payments within a few days of taking possession of a Receiving Institution as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

Your account ownership will be evidenced by an entry on records maintained by Green Dot Bank for each of the Receiving Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, Green Dot Bank will provide you with a summary of all Program deposits and withdrawals, the name of each Receiving Institution that holds your Program Deposits, deposit balance(s) and interest rate either on your periodic statements, via an online portal, upon request, or a combination thereof.

#### **E. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships**

To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the then current SMDIA (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at [www.fdic.gov](http://www.fdic.gov).

You also may wish to utilize “EDIE The Estimator,” the FDIC’s electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the “Deposit Insurance” section of the “Quick Links for Consumers & Communities” on the FDIC’s web site at <http://www.fdic.gov/quicklinks/consumers.html>

#### **F. Withdrawals**

Withdrawals from your Program Deposits are made through Green Dot Bank and cannot be made directly by you through Stable or any of the Receiving Institutions. Funds from the Program Deposits will generally not be available to you until the following business day after you make the withdrawal request and subject to the funds availability rules and requirements specified in your Deposit Account Agreement with Green Dot Bank. In the event that Green Dot Bank does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Institutions fail to send funds as instructed by the Custodian Bank (pursuant to Stable’s instructions) or Receiving Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed and if in such case Green Dot Bank decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to Green Dot Bank and Green Dot Bank will retain from the funds received the amount that it advanced to you.

#### **G. No Ability to Exclude Receiving Institutions**

You will have access to the list of Receiving Institutions that hold your deposits via [https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLQN\\_US\\_en\\_US?uid=lhtmrico](https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLQN_US_en_US?uid=lhtmrico). You may also contact Green Dot Bank to obtain the most recent list of Receiving Institutions. You may not request that Green Dot Bank exclude any Receiving Institution from receiving funds from you under the Program.

You can obtain publicly available financial information concerning any of the Receiving Institutions at <https://www.ffeic.gov/NPW> or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342). Neither Green Dot Bank nor Stable is responsible for any insured or uninsured portion of any deposits at any Receiving Institution or guarantees the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution.

#### **H. Your Responsibility to Monitor Your Deposit or Investment Options**

Green Dot Bank does not have any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should call Green Dot Bank to learn about other options.

#### **I. Allocations to Receiving Institutions**

Stable establishes Deposit Accounts on behalf of Green Dot Bank and its other clients. You authorize Green Dot Bank to act as your agent and you authorize Green Dot Bank, in turn, to authorize and appoint Stable to act as its agent at each Receiving Institution holding your Program Deposits. Each Deposit Account constitutes a direct obligation of the Receiving Institution and is not directly or indirectly an obligation of Green Dot Bank, Stable or the Custodian Bank. You authorize Green Dot Bank to place your cash balances in your deposit account at Green Dot Bank that is linked to the Program in excess of the then current SMDIA into the Program. Stable may include additional Receiving Institutions to expand the capacity available to underlying customers of the Sending Institutions, including Green Dot Bank. Receiving Institutions may decide to discontinue their participation in the Program, or may be removed by Stable for no longer satisfying Program requirements.

The current list of Receiving Institutions is available at [https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLQN\\_US\\_en\\_US?uid=lhtmrieo](https://quickbooks.intuit.com/learn-support/en-us/help-article/bank-accounts/fdic-insurance-limit-quickbooks-checking-money/L7QdcqLQN_US_en_US?uid=lhtmrieo).

You cannot specify an amount of funds to be allocated to specific Receiving Institutions and you cannot request that all or any portion of your funds not be allocated to a specific Receiving Institution on that list.

Your personally identifiable information would be provided to Stable only in connection with the filing of a claim with the FDIC. As a result, Stable maintains in its records only at an omnibus account titled “Green Dot Bank for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others”. The omnibus balance is allocated to at least 21 Receiving Institutions to obtain the maximum FDIC insurance limit of \$5,000,000. Each customer’s account balance, including yours, will be allocated to each selected Receiving Institution in the same proportion that the total omnibus balance is allocated to each Receiving Institution.

#### **J. Interest**

Any interest rate paid to you is determined by Green Dot Bank. Contact Green Dot Bank to obtain the current interest rate being paid to you on your deposit account at Green Dot Bank that is linked to the Program.

#### **K. Fees**

Each Receiving Institution pays to Stable a fee for its services related to your Program Deposits at that particular Receiving Institution. Green Dot Bank also may receive a fee for its services. The fees may be different for different Receiving Institutions. The fees applicable to your deposit account at Green Dot Bank that is linked to the Program can be found in Section 2 (Fees) of your Deposit Account Agreement with Green Dot Bank. You will not be assessed any additional fees for this sweep feature.

#### **L. Account Statements**

You will not receive a separate statement from the Receiving Institutions. Your periodic account statement will be provided to you periodically in accordance with Green Dot Bank’s policies.

#### **M. Business Continuity**

In the event you are unable to contact Green Dot Bank due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at 866-237-2752 for account information.

#### **N. Other Terms**

**Limits on Transfers from MMDAs under Regulation D:** Federal banking regulations have, in the past, and may in the future, limit the transfers from MMDAs to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Institutions. These limits on transfers will not affect Program Deposits held in DDAs.

**Transferability:** Your Program Deposits may not be transferred by you. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received.

**Termination:** Green Dot Bank may, at its sole discretion, and without any prior notice, discontinue the Program. In such case or if you close your deposit account at Green Dot Bank that is linked to the Program, your associated

Program Deposit account will also be closed and your funds will be distributed from the Program through your deposit account at Green Dot Bank.

**Ordinary Care:** Any failure by Stable, the Custodian Bank or any Receiving Institution to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable, Custodian Bank or any Receiving Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

**Personal Information:** Stable will not normally have any of your personally identifiable information. Such information may be obtained by Stable, if at all, in the case of a Receiving Institution's failure. Stable's privacy policy is available online at [www.rnt.com](http://www.rnt.com).

**Alternatives to the Program:** By opening and maintaining your deposit account with Green Dot Bank that is linked to the Program, you agree to the Program terms and conditions provided herein. You understand that, at any time, you may terminate your participation in the Program by closing your deposit account with Green Dot Bank that is linked to the Program and in such case, the funds held through the Program will be credited to your deposit account at Green Dot Bank.

**Days of Operation:** The Program will operate on all days when the Federal Reserve Bank of New York is open for business.

**Mutual Institution and Subscription Rights:** Your funds may be placed in a Deposit Account at a Receiving Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and FDIC Insurance, and not in your name. Green Dot Bank and Stable will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GREEN DOT BANK, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

**Legal Process:** Green Dot Bank, Stable, the Custodian Bank and the Receiving Institutions may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Green Dot Bank may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend and hold Green Dot Bank, Stable, the Custodian Bank and the Receiving Institutions harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Green Dot Bank, Stable, the Custodian Bank and the Receiving Institutions may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective

offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Program Deposit records are maintained.

## **O. General**

**Amendment:** Green Dot Bank may modify these Terms and Conditions at any time, upon notice to you.

**Waiver:** Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Severability:** If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Entire Agreement:** These Terms and Conditions and any other documents provided by Green Dot Bank to you in connection with the Program constitute the entire agreement between Green Dot Bank and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between Green Dot Bank and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, GREEN DOT BANK AND STABLE MAKE NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

**Binding Effect:** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable, Custodian Bank and Receiving Institutions shall be a third party beneficiary hereof.

**Governing Law:** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, Green Dot Bank, Stable, Custodian Bank and Receiving Institutions may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that Green Dot Bank, Stable, Custodian Bank and Receiving Institutions are not required to notify you of a change in those rules, except to the extent required by applicable law.

**Disputes:** EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN YOUR DEPOSIT ACCOUNT AT GREEN DOT BANK THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

**Interpretative Provisions:** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in these Terms and Conditions, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. References to any document provided by Green Dot Bank to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

Legal Disclosure:

The Demand Deposit Marketplace<sup>®</sup> with IDEA Allocation<sup>SM</sup> Feature Program is administered by Stable Custody Group II LLC (d/b/a R&T Deposit Solutions). Stable and its affiliates are not depositories, banks or credit unions, and the DDM program is NOT, itself, an FDIC-insured or NCUSIF-insured product. Demand Deposit Marketplace<sup>®</sup>, DDM<sup>®</sup>, Reich & Tang<sup>®</sup>, R&T<sup>®</sup> and DepositView<sup>®</sup> are registered marks of Reich & Tang Deposit Networks, LLC (d/b/a R&T Deposit Solutions) (“R&T”). Stable is a subsidiary of R&T.

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