

**Rates and Fees Table for the GO2bank Secured Credit Card**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>22.99%</b>
<b>APR for Cash Advances</b>	<b>26.99%</b>
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a> .

Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"><li>Cash Advance</li><li>Foreign Transaction</li></ul>	<p>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>3%</b> of total transaction amount.</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>Late Payment</li><li>Over-the-Credit Limit</li><li>Returned Payment</li></ul>	<p>Up to <b>\$39</b></p> <p><b>None</b></p> <p>Up to <b>\$20</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (excluding new purchases)” to calculate your Purchase balance. We use a method called “average daily balance (including new cash advances)” to calculate your Cash Advance balance. See the Cardholder Agreement and Security Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the Cardholder Agreement and Security Agreement.

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For additional information about the costs and terms of your GO2bank Secured Credit Card Account ("**Card Account**"), see the Cardholder Agreement and Security Agreement. The Cardholder Agreement and Security Agreement and your Card Account will be governed by Utah and applicable federal law. The Cardholder Agreement and Security Agreement permits us to change the terms of your Card Account, including the rates, fees, and other credit terms, subject to us providing advance notice to you if required by law.

**APPLICATION INFORMATION:**

You authorize us to receive and exchange information about you, including from your employer, your bank, credit bureaus, and others for purposes of verifying your identity and the information you provide when you submit your application and for purposes of determining your eligibility for credit, renewal of credit, and future extensions of credit, except to the extent prohibited by applicable law. THIS OFFER SUPERSEDES ALL PRIOR OFFERS. Terms of this offer, including fees, are accurate and current, but may change.

**STATE DISCLOSURES:**

**(1) MARRIED WISCONSIN RESIDENTS:** By submitting your credit card application, you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the credit card for which you are applying is granted, you will notify GO2bank if you have a spouse who needs to receive notification that credit has been extended to you. You understand that we may give notice of this Card Account to your spouse. **(2) CALIFORNIA RESIDENTS:** An applicant, if married, may apply for a separate account. Applicants: (1) may, after credit approval, use the credit card account up to its credit limit; (2) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. **(3) OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **(4) NEW YORK RESIDENTS:** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. NY State Dept of Financial Services: 1-800-342-3736 or visiting [https://www.dfs.ny.gov/consumers/banking\\_money](https://www.dfs.ny.gov/consumers/banking_money). **(5) NEW YORK, RHODE ISLAND, AND VERMONT RESIDENTS:** We may obtain your credit reports for any legitimate purpose associated with the account or the application or request for an account, including, but not limited to, reviewing, modifying, renewing, and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application. **(6) DELAWARE AND OREGON RESIDENTS:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time. **(7) UTAH RESIDENTS:** As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**ELIGIBILITY:**

In order to be eligible to apply for a Card Account: (i) you must be 18 years of age or older and a citizen or lawfully residing in one of the 50 states of the United States or the District of Columbia; (ii) you must have a GO2bank bank account in good standing; and (iii) your GO2bank bank account must have received one or more of the following deposits or transfers totaling at least \$100 in the immediately preceding 30 days: (a) direct deposits of payroll or government benefits, (b) transfers via the Automated Clearing House Network from an eligible bank account in your name at a U.S. financial institution ("**External Bank Account**"), or (c) transfers via the network associated with a Visa or Mastercard-branded debit card that is linked to your External Bank Account. In addition, if you applied for a Card Account and your application was declined or if you had a Card Account and it was closed, you will not be eligible to apply for a new Card Account until six months after your application was declined or your Card Account was closed, as applicable. If you previously had a Card Account and were in Default (as defined below) under this Agreement, your eligibility may be affected. Every applicant, regardless of marital status, can apply for a separate Card Account.

**SECURED ACCOUNT; PROVISION OF SECURITY DEPOSIT:**

The Card Account is a secured credit card account that is secured by a security deposit account that you are required to establish and maintain in order to open your Card Account (the "**Security Deposit Account**"). In consideration of the creation of the Card Account and the issuance of the associated card, you agree to pay a security deposit of **at least \$100** from your GO2bank bank account within 90 days of the approval of your application, in accordance with the terms of the Security Agreement. **You may not make any withdrawals from the Security Deposit Account that will result in a balance of less than \$100 while it secures your Card Account.**

**MILITARY ANNUAL PERCENTAGE RATE DISCLOSURE**

Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure and for a general description of your payment obligations for this credit card account, call the following toll-free number (855) 459-1334.

**THE CARD ACCOUNT AND THE SECURITY DEPOSIT ACCOUNT ARE ONLY AVAILABLE ELECTRONICALLY:**

The Card Account and the Security Deposit Account are only available electronically. That means that, in order for you to open the Card Account and the Security Deposit Account, you must agree to receive all disclosures electronically. If you do not have the systems needed to receive disclosures electronically, we cannot provide the Card Account or the Security Deposit Account to you. Refer to the Electronic Communications Agreement for more information.

**APPLICATION AGREEMENT:**

By applying for a Card Account, you agree that:

1. All information provided in your application is true, correct, and complete and you have the legal capacity to enter into this contract.

2. GO2bank is authorized to verify or check any of the information given and to obtain credit reports on you. You authorize GO2bank to obtain information from others to investigate your credit, employment, and income history and state records, including state employment security agency records, and to report information regarding your Card Account to consumer reporting agencies.
3. Your Card Account will be secured by a Security Deposit Account.
4. GO2bank will open the Security Deposit Account in your name. The Security Deposit Account does not earn interest. We may change these terms at any time by adding new terms or deleting or amending current terms, subject to applicable law and any required notices. The amount deposited by you (subject to any minimum requirement) in the Security Deposit Account will be used as collateral to secure the obligations to GO2bank that you incur from time to time in connection with your Card Account.

**GO2BANK**  
**CARDHOLDER AGREEMENT AND SECURITY AGREEMENT**

**NOTICE: EXCEPT TO THE EXTENT THAT YOU ARE A “COVERED BORROWER” AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), 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.**

This Cardholder Agreement and Security Agreement (this **“Agreement”**) is your agreement with us for your Card Account. In this Agreement, **“you”** and **“your”** refer to you, the person who applied for and received the Card Account, and **“GO2bank,” “Bank,” “we,” “us,”** and **“our”** refer to Green Dot Bank, the issuer of your Card Account. Below are certain other defined terms used in this Agreement:

- **“Available Credit”** means the amount of credit you may use without exceeding your Credit Limit. Subject to the “Credit Availability” section below, your Available Credit will be equal to the amount of your Credit Limit, minus the sum of: (a) your then-outstanding Card Account balance plus (b) any Purchases and Cash Advances that we have authorized but that have not yet posted to your Card Account, including authorization holds (see the “Authorization Holds” section below for additional information), plus (c) any payments that have not yet cleared. As provided in this Agreement, your Available Credit will change from time to time based on changes in your Credit Limit, your use of your Card Account for Purchases and Cash Advances, and payments you make on your Card Account.
- **“Billing Cycle”** means the interval between billing statements. Each billing statement shows a closing date. The closing date is the last day of the Billing Cycle for that billing statement.
- **“Business Day”** means every Monday through Friday, excluding Federal Reserve holidays.
- **“Card”** means the credit card issued to you for your Card Account.
- **“Card Account”** means the secured credit card account opened for you by GO2bank that is subject to the terms of this Agreement.
- **“Cash Advance”** means a credit advance that you obtain on your Card Account by: (a) presenting your Card (or any credit device we supply to you) to any participating financial institution to obtain cash or (b) using your Card at an Automated Teller Machine (**“ATM”**) to obtain cash. Cash Advances include any fees that may be charged by the ATM owner or financial institution that provides the cash.
- **“Credit Limit”** means the maximum amount of credit we have approved for you on your Card Account.
- **“Debt”** includes: (a) all amounts you owe to the Bank, including, without limitation, interest, fees, and charges that may accrue for your Card Account, (b) any continuing guaranty arising from your Card Account, as well as each extension, refinance, or renewal of such obligations, and (c) any expenses that the Bank incurs in enforcing your obligations under this Agreement, including, without limitation, attorneys’ fees for external and/or in-house counsel, where allowed by law.
- **“GO2bank Bank Account”** means the deposit account opened for you by GO2bank that is subject to the terms of the GO2bank Deposit Account Agreement.
- **“Minimum Payment Due”** means the minimum amount that we must receive on or before the Payment Due Date, as shown on each billing statement.
- **“Mobile App”** means that GO2bank mobile application.
- **“New Balance”** means the total outstanding balance on your Card Account at the end of any Billing Cycle, as shown on your billing statement. To determine the New Balance, we begin with the outstanding balance on your Card Account at the beginning of each Billing Cycle, called the

“Previous Balance” on your billing statement. We subtract any payments and credits we receive. We then add any Purchases, Cash Advances, and other charges posted to your Card Account since the end of the previous Billing Cycle. We then add the appropriate interest charges and fees and make other applicable adjustments.

- **“Payment Due Date”** means the date when your Minimum Payment Due must be received. See the “Receipt and Crediting of Payments” section below for more information about when your payments must be made in order to be credited to your Card Account on a timely basis. Each Payment Due Date will be at least 25 days from the closing date of your Billing Cycle (at least 23 days for Billing Cycles that begin in February) and is printed on each billing statement.
- **“Purchase”** means your purchase of goods or services with the use of your Card or Card Account number (including, without limitation, Purchases made in person, on the Internet, through mail order, or over the telephone). Tax payments made with your Card Account (including any fees charged by a tax agency) are Purchases.
- **“Security Agreement”** means the portion of this Agreement titled “Security Agreement,” which provides the terms applicable to your Security Deposit Account (as defined below).
- **“Website”** means [www.go2bank.com](http://www.go2bank.com).

1. **Secured Credit Card Account. Your Card Account is a secured credit card account. It is secured by a security deposit account that you are required to establish and maintain in order to open your Card Account (referred to as the “Security Deposit Account”). If you fail to make your required payments on your Card Account or otherwise fail to comply with the terms of this Agreement, you could lose all the funds in your Security Deposit Account.** The Security Agreement below includes, among other important provisions, information on the security interest you have granted to the Bank in your Security Deposit Account and the Bank’s rights against all funds in your Security Deposit Account in the event of your Default under this Agreement.
2. **Agreement to Terms.** By applying for a Card Account, signing the Card, or otherwise using or consenting to the use of the Card Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Card Account, the use of your Card, and all credit extended under this Agreement. You also agree that your use of your Card Account, whether by use of your Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement. Your Card Account will not be opened until we have received your deposit to your Security Deposit Account, in an amount of at least \$100, as described below in the “Establishing Your Credit Limit and Initial Credit Limit” section.
3. **Using Your Card Account.**
  - (a) **Available Transactions.** Subject to your Credit Limit, you may use your Card and your Card Account to make Purchases and obtain Cash Advances as long as you are not in Default. You may not obtain balance transfers from your Card Account. You may make Purchases as described in the definition of Purchase above. You may obtain Cash Advances in the ways described in the definition of Cash Advance above, subject to the terms, limits, and fees described in this Agreement. When you activate your Card, you must select a personal identification number (“**PIN**”), which can be used with your Card to obtain a Cash Advance at an authorized ATM, subject to the terms, limits, and fees described in this Agreement.
  - (b) **Limitations on Using Your Card Account.** You agree to use your Card Account only for personal, family, or household purposes. You also promise that your Card Account will be not be used for purposes that are illegal under state or federal law, including, without limitation, illegal gambling

activity. We reserve the right to deny transactions or authorizations from merchants that appear to be engaged in illegal activities. We are not responsible if anyone does not allow you to use your Card Account or refuses to accept your Card. We may decline any transaction at any time.

(c) **Additional Limits on Cash Advances.** In addition to your Credit Limit, Cash Advances (including any fees) are limited as follows:

- (i) Maximum Cash Advance limit at an ATM is \$200 per day and \$3,000 per month;
- (ii) Maximum Cash Advance limit at a participating financial institution is \$200 per day and \$3,000 per month;
- (iii) Cash Advances are only permitted at ATMs and participating financial institutions located in the U.S., its territories, Canada, and Mexico; and
- (iv) For security purposes, we may limit the number of Cash Advance transactions at an ATM per day and may decline any Cash Advance request made after you reach the maximum number of Cash Advances for that day, which maximum number will be set by us in our sole discretion and may change at any time.

**4. Establishing Your Credit Limit and Initial Credit Limit.** When we open your Card Account, we will establish a Credit Limit for your Card Account. Your initial Credit Limit is based on the amount you initially deposit in your Security Deposit Account, subject to a minimum deposit requirement of \$100. We will notify you of any change in your Credit Limit as may be required by law. Changes to your Credit Limit may take effect before you receive such notice. Your billing statement for your Card Account will disclose your Credit Limit and the amount of your Available Credit as of the closing date of your Billing Cycle.

**5. Future Credit Limit Changes.** If we are satisfied with your ability to repay a higher Credit Limit, we may allow you to increase your Credit Limit by depositing additional funds to your Security Deposit Account from your GO2bank Bank Account. However, if we determine, at any time in our discretion, that you might not have the ability to repay the full amount of your Credit Limit, we may decrease your Credit Limit. Notwithstanding the foregoing, we may decrease your Credit Limit in our discretion at any time. If you want to decrease your Credit Limit, you may withdraw money from your Security Deposit Account, subject to the limits described in Section 37(g) titled "Withdrawals", and your Credit Limit will be decreased accordingly.

**6. Your Credit Limit Obligations.** Your Credit Limit will be shown on your billing statements. You promise not to engage in any transactions that, along with any applicable fees we assess in connection with such transactions (such as, but not limited to, Cash Advance fees), would cause you to exceed your Credit Limit. Notwithstanding the foregoing, interest charges and fees may cause you to exceed your Credit Limit. If you attempt a transaction that would cause you to exceed your Credit Limit, we may, in our discretion, authorize the transaction without increasing your Credit Limit or we may deny the authorization. If we allow you to exceed your Credit Limit at any time, that does not obligate us to do so any other time. Without limiting our other rights under this Agreement, including our rights under the "Our Rights Upon Default" section below, you agree that if you exceed your Credit Limit at any time, you will immediately pay us for the full amount that exceeds your Credit Limit.

**7. Credit Availability.**

- (a) **General Rules.** Except as otherwise provided in this Agreement, payments on your Card Account and changes to your Credit Limit will change the amount of your Available Credit. This section describes when your Card Account payments will be credited for purposes of your Available Credit. Crediting of payments for purposes of your scheduled payment obligations is described in the “Receipt and Crediting of Payments” section below.
- (b) **Payments from Your GO2bank Bank Account.** For purposes of your Available Credit only, payments from your GO2bank Bank Account that you schedule by logging in to our Website or Mobile App will increase your Available Credit when we receive the payment.
- (c) **Payments from Your External Bank Account.** For purposes of your Available Credit only, payments from your External Bank Account that you schedule by logging in to our Website or Mobile App will increase your Available Credit when the payment is credited to your Card Account.
- (d) **Payments by Check.** For purposes of your Available Credit only, payments by check will increase your Available Credit within 8 to 12 days after we receive the payment.

## 8. Promise to Pay.

- (a) **General Promise to Pay.** You promise to pay us all amounts you owe on your Card Account, including, without limitation, the total amount of all Purchases, Cash Advances, interest charges, and all other charges and fees described in this Agreement. You must make a payment every month that your billing statement reflects a New Balance. If we do not receive your Minimum Payment Due by the Payment Due Date reflected on your billing statement, your payment will be considered late and you will be in Default. See the “Our Rights Upon Default” section below for consequences of Default.
- (b) **Making Payments.** All payments to us must be made in U.S. dollars. You can make payments by any of the following methods: (i) scheduling a payment from your GO2bank Bank Account via our Website or Mobile App, (ii) scheduling a payment from your External Bank Account via our Website or Mobile App, or (iii) sending a check to us at the address disclosed on your billing statement.
- (c) **Minimum Payment Requirement.** Except as otherwise provided in this Agreement, you may pay the entire balance owed at any time, without penalty, or you may pay some lesser amount. At a minimum, however, you must pay the Minimum Payment Due as is reflected on your billing statement, and we must receive that payment on or before the Payment Due Date shown on your billing statement. The Payment Due Date will be the same day of each calendar month (although, for payments by check, if the Payment Due Date is not a Business Day, we will treat any check payment that is received by us by 5:00 p.m. Pacific Time on the next Business Day after the Payment Due Date as having been made on the Payment Due Date). See the “Receipt and Crediting of Payments” section below. If your Minimum Payment Due is not received by the Payment Due Date, you will be charged a Late Payment Fee (see the “Fees” section below).

Except with respect to any past due amounts, if the New Balance shown on your billing statement is less than \$25.00, your Minimum Payment Due will be equal to the New Balance. Except with respect to any past due amounts, if the New Balance shown on your billing statement is \$25.00 or more, your Minimum Payment Due will be equal to the greater of: (i) \$25.00 or (ii) 2% of the New Balance. Notwithstanding anything to the contrary above, if you have failed to make timely



payments on your Card Account or otherwise owe amounts that are past due, the Minimum Payment Due will also include all past due amounts, which we will require you to pay in full on or before the Payment Due Date for the current Billing Cycle. Nothing herein shall be deemed a waiver of our rights with respect to your Default or otherwise to preclude us from exercising any of our rights as a result of your failure to make timely payments on your Card Account in accordance with this Agreement. Any credits on your Card Account will not be used to meet the Minimum Payment Due amount.

**9. Receipt and Crediting of Payments.** For purposes of your payment obligations, the following describes when your payments must be made in order to be credited to your Card Account on a timely basis.

- (a) **Payments From Your GO2bank Bank Account.** If you schedule a payment from your GO2bank Bank Account via our Website or Mobile App before 2:00 p.m. Pacific Time on a Business Day, we will credit the payment as of that day.
- (b) **Payments From Your External Bank Account.** If you schedule a payment from your External Bank Account via our Website or Mobile App before 9:45 p.m. Pacific Time on a Business Day, we will credit the payment within three Business Days, but not later than the end of the third Business Day.
- (c) **Payments By Check.** A conforming payment received by us by 5:00 p.m. Pacific Time on a Business Day will be credited to your Card Account on the date we receive it. A “conforming payment” is a payment by check drawn on a U.S. financial institution that is capable of being processed through the Federal Reserve System, is payable to GO2bank, and has your Card Account number written on it. Any check that does not meet these requirements will be considered a Non-conforming Payment (as defined below), which may delay the crediting of the payment for up to five days. Please allow seven to ten Business Days for the U.S. Postal Service to deliver your check payment to us.
- (d) **Non-conforming Payments.** We may reject, in our discretion, any payments that do not comply with the payment instructions set forth in this Agreement or on your billing statement (each a “**Non-conforming Payment**”). If we accept a Non-Conforming Payment, the payment will be credited to your Card Account within five days as long as we can identify your Card Account, which may result in additional interest charges and fees. We can accept Non-conforming Payments, late payments, partial payments, or conditional checks or any checks marked “payment in full” without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement.
- (e) **Application of Payments.** Subject to applicable law, we may decide, in our sole discretion, how to apply your payments, up to the Minimum Payment Due, to the balances on your Card Account. After the Minimum Payment Due has been paid, we will apply your payments to the balance with the highest interest rate and then to balances with lower interest rates.

**10. Authorization Holds.** Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. If this happens, it will make less credit available to you on your Card Account until the date the actual Purchase amount is received by us from the merchant or the authorization hold is released.

## 11. Our Rights Upon Default.

- (a) **Events of Default.** The Bank may, without prior notice, declare you in default under this Agreement if any of the following occur (each, a “**Default**”): (i) you fail to meet the conditions, perform any obligation, or make any required payment under this Agreement or any other agreement that you make with us relating to the Debt; (ii) you have given the Bank false or misleading information or made misrepresentations; (iii) you exceeded your Credit Limit; (iv) you die; (v) any government authority takes action that the Bank believes adversely affects your financial condition or ability to repay the Debt; (vi) any guaranty or other agreement required in connection with the Debt is violated or ineffective; (vii) you default on any other account you have with the Bank; or (viii) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors.
- (b) **Our Rights Upon Your Default.** If you Default, the Bank may declare all the Debt immediately due and payable, subject to any notice and rights to cure you may have under applicable law. Upon any Default, we are authorized to exercise all of our rights under the security interest that you have granted to us in your Security Deposit Account. Without limiting the foregoing, we may act as owner of the Security Deposit Account and apply all or any portion of the funds in the Security Deposit Account to repayment of the Debt and our costs in enforcing our rights hereunder. Your Security Deposit Account does not secure any obligations to us other than the Debt. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt. In addition and by way of example, if you are in Default, we may close your Card Account without notice and require you to pay your unpaid balance immediately, except to the extent prohibited by applicable law, and we can also begin collection activities. To the extent permitted by law, if you are in Default because you have failed to pay us, we will require you to pay our collection costs, attorneys’ fees, court costs, and all other expenses of enforcing our rights under this Agreement.

Our rights stated in this Agreement are in addition to any other rights the Bank has under applicable law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank’s security interest. If the Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against the Bank. The Bank can exercise its rights against the Security Deposit Account even if you are no longer liable on the Debt because of a statute of limitations or because of other reasons. Until the Debt is fully repaid and you have no further obligations under this Agreement, you will subordinate in favor of the Bank any right of subrogation and any right to enforce a remedy the Bank now has or may later have.

- 12. Authorized Users.** If you give your Card to any person to use or otherwise authorize any person to use your Card Account, you will be responsible for all charges that such person makes on your Card Account, even if you did not anticipate or specifically approve the charges. You must notify us in writing if you wish to revoke any permission you gave to another person to use your Card Account. We then will take commercially reasonable efforts to comply with your instructions to revoke that authority, which may include replacing your Card with a new Card or changing your Card Account number.
- 13. Billing Statements.** Each month while your Card Account is open, we will provide you a billing statement showing your New Balance, Minimum Payment Due, and the Payment Due Date. We will

provide the billing statement to you electronically by notifying you by email that your billing statement is available. When you receive this email, you will need to log in to your Card Account via the Website and Mobile App to view and print your billing statement. We may discontinue sending billing statements to you if: (i) we deem your Card Account to be uncollectible; (ii) delinquency collection proceedings have been instituted against you to enforce this Agreement; (iii) furnishing the statement would violate applicable law; or (iv) as otherwise permitted by applicable law. Even though you may not receive a billing statement in such instances, you understand and agree that, except to the extent prohibited by applicable law, interest charges may continue to accrue on your Card Account.

#### 14. Fees.

- (a) **Late Payment Fee.** If your Minimum Payment Due is not received by your Payment Due Date, the Late Payment Fee is **\$25**. If this happens again within the next six Billing Cycles, the Late Payment Fee is **\$39**. However, the Late Payment Fee will not exceed the Minimum Payment Due.
- (b) **Returned Payment Fee.** For any payment that you make to us that is returned unpaid, we will impose a Returned Payment Fee equal to the lesser of **\$20** or the amount of your required Minimum Payment Due immediately prior to the date on which the payment is returned.
- (c) **Cash Advance Fee.** We will impose a Cash Advance fee for each Cash Advance you obtain, equal to the greater of **\$10** or **5%** of the amount of the Cash Advance (including any fee that may be charged by the ATM owner or financial institution that provides the cash).
- (d) **Foreign Transaction Fee.** We will impose a Foreign Transaction Fee equal to **3%** of the total transaction amount for each Foreign Transaction (as defined below). See the “Foreign Transactions” section below for additional restrictions on such transactions.
- (e) **Expedited Card Delivery Fee.** We will impose a **\$24.95** fee if you request that we expedite the delivery of any replacement Card to you.
- (f) **Fees for Other Services.** We may charge you other fees for services associated with your Card Account that you request in accordance with applicable law.

#### 15. Interest Charges.

**When Interest Charges Begin; Grace Periods for New Purchases Only.** We calculate interest charges separately for Cash Advances and Purchases. There are no grace periods for Cash Advances, so you will pay interest charges on Cash Advances beginning on the transaction date until they are paid in full.

There is a grace period during which no interest charge will be imposed on Purchases appearing on a billing statement for the first time (“**New Purchases**”). New Purchases will not be subject to an interest charge if you pay the New Balance reflected on the current billing statement (the statement reflecting the New Purchases) in full by the Payment Due Date reflected on the current billing statement. If you do not pay the New Balance reflected on the current billing statement in full by the Payment Due Date reflected on the current billing statement, the balance of the New Purchases that is not paid by the Payment Due Date on the current billing statement will be subject to an interest charge from the first day of the Billing Cycle beginning immediately after the Billing Cycle in which the New Purchases were posted to your Card Account.

- (a) **How We Calculate Your Interest on Purchases: Average Daily Balance Method (Excluding New Purchases).** We calculate a portion of the interest charge on your Card Account by applying a Daily Periodic Rate to the “Average Daily Balance of Purchases (excluding New Purchases)” on your Card Account. The “Daily Periodic Rate” is determined by dividing the Annual Percentage Rate by 365 (or by 366 in a leap year). The current Daily Periodic Rate is 0.074%. To get the Average Daily Balance of Purchases, we take the beginning balance of Purchases on your Card Account each day; and subtract unpaid interest or other finance charges and any payments or credits and fees (New Purchases are not included in the calculation of the Average Daily Balance of Purchases for the Billing Cycle in which those Purchases are made). This gives us the Daily Balance of Purchases. Then we add together all of these Daily Balances of Purchases for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.
- (b) **How We Calculate Your Interest on Cash Advances: Average Daily Balance Method (Including New Cash Advances).** We calculate a portion of the interest charge on your Card Account by applying a Daily Periodic Rate to the “Average Daily Balance of Cash Advances (including New Cash Advances)” on your Card Account. The “Daily Periodic Rate” is determined by dividing the Annual Percentage Rate by 365 (or by 366 in a leap year). The current Daily Periodic Rate is 0.074%. To get the Average Daily Balance of Cash Advances, we take the beginning balance of Cash Advances on the Card Account each day; add any new Cash Advances that have a transaction date that occurred on that day; and subtract unpaid interest or other finance charges and any payments or credits and fees. This gives us the Daily Balance of Cash Advances. Then we add together all of these Daily Balances of Cash Advances for the Billing Cycle, and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Cash Advances.
- (c) **Calculation of Interest Charges.** We calculate a portion of your interest charge by multiplying a Daily Periodic Rate by your Average Daily Balance of Purchases (excluding New Purchases), and by multiplying a Daily Periodic Rate by your Average Daily Balance of Cash Advances (including new Cash Advances). We add together the results of these daily calculations to get your total interest charge for the Billing Cycle.

**16. Consent to Electronic Disclosures.** The Card Account and Security Deposit Account are only available electronically. In order for you to obtain and maintain your Card Account, you must consent to receive all disclosures electronically as provided in our Electronic Communications Agreement. If you wish to withdraw your consent, you must close your Card Account and Security Deposit Account. See the “Cancellation and Change in Terms” section below for more information on closing your Card Account and the consequences of doing so.

**17. Lost or Stolen Cards; Liability For Unauthorized Card Transactions.** You must contact us IMMEDIATELY if you believe your Card or Card Account information has been lost or stolen or you believe your Card or Card Account information has been used without your permission. You may contact us by calling (855) 459-1334 or by writing to us at Customer Care, P.O. Box 5100, Pasadena, CA 91117. If you choose to write to us, be sure to include your Card Account number, and, if applicable, any information about the alleged unauthorized use, including, but not limited to, an identification of the transaction(s), the dollar amount of the transaction(s), and the identity of the person who used your Card without authorization, if any of this information is known. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

Notwithstanding the foregoing, Visa's Zero Liability Policy provides you with protections against unauthorized Card transactions processed by Visa if you use care in protecting your Card and notify us immediately of any unauthorized use. We will evaluate any such unauthorized transaction claims for which you notify us, and we limit your liability for such transactions to \$0. However, we may increase your liability for such transactions if we reasonably determine, based on substantial evidence, that you were negligent or acted fraudulently in the handling of your Card or Card Account information.

See the "YOUR BILLING RIGHTS" section below for more information concerning your rights and our responsibilities under the Fair Credit Billing Act and your potential liability for transactions that are not covered by this section.

- 18. Disputes.** We are not responsible for refusal by any merchant, financial institution, ATM, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card, except as provided in the "YOUR BILLING RIGHTS" section below. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the applicable merchant.
- 19. Cards.** Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf may retain your Card without prior notice to you. You agree to sign your Card in the space provided for authorized signatures before you use the Card. Your Card is issued with an expiration date. We have the right not to renew your Card or Card Account. If we have not closed your Card Account or exercised our right not to renew your Card Account, we will send you a new Card when your prior Card expires.
- 20. No Waiver of Rights.** We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances.
- 21. Our Communications With You.** You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us for quality control or other business purposes. If we need to contact you to service your Card Account or to collect amounts you owe to us, you expressly consent and agree that we (and our affiliates, agents, and contractors) may contact you by written, electronic, and verbal means, except as otherwise provided by applicable law. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, and automatic telephone dialing systems. Except to the extent prohibited by applicable law, you agree that we may contact you at any number or email address (a) you provide to us, (b) from which you called or emailed us, or (c) that we obtained and believe we can reach you at. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider, except as otherwise provided by applicable law. You agree to promptly notify us if you change any contact information you provided to us, including your name, mailing address, email address, and phone number.
- 22. Assignments and Transfers.** Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Agreement will be binding upon your estate and personal representatives. We may sell your Card Account and Security Deposit Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.
- 23. Cancellation and Change in Terms.**

- (a) **You May Close Your Card Account.** You may close your Card Account at any time by notifying us at (855) 459-1334. We will cancel your Card Account after we receive notice from you and have a reasonable opportunity to process your notice. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our cancelling your Card Account.
- (b) **We May Close Your Card Account.** Even if you are not in Default, we may: (i) close your Card Account, (ii) cancel or suspend your privileges to make Purchases or obtain Cash Advances, or (iii) otherwise cancel or suspend any Card Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, including Card Account inactivity, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law.
- (c) **No More Transactions if Card Account is Closed.** If either you or we close your Card Account, you may not make further Purchases or Cash Advances with your Card or Card Account. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Card Account prior to or subsequent to cancellation). We also will return the funds from your Security Deposit Account to you as described in this Agreement.

**24. Changing Terms of Your Card Account.** We may amend the terms of this Agreement, including the amount of any Card Account fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all Debt. If required by applicable law, we will: (a) send notice of the changes to you and (b) give you the right to opt out of the change. If you opt out of the change, you will be unable to initiate any further transactions on your Card Account, and you will be required to pay the amount that you owe us under the terms and conditions of the then-existing Agreement.

**25. Governing Law.** You understand and agree that: (a) this Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Utah, and (b) your Card Account was opened or will be continued after approval by us in the State of Utah. If any provision of this Agreement conflicts with applicable law, that provision will be considered modified to the extent necessary to comply with such law.

**26. Obtaining Credit Information.** When you applied for your Card Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. You also authorized us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Card Account in the future. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer reporting agencies that provided such reports.

**27. Foreign Transactions.** If you use your Card to make a Purchase or Cash Advance 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 wholesale currency markets on or one day prior to its central or transaction processing date (which rate may vary from the rate Visa itself receives) or (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 Card Account. We will impose a charge equal to 3% of the total transaction amount (U.S. or foreign

currency) for each transaction that you conduct at merchants (including a foreign website) outside of the U.S. and its territories ("**Foreign Transaction**").

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

- 28. Disclosure of Information to Third Parties.** By requesting, obtaining, or using a Card Account, you agree that we may release information in our records regarding you and your Card Account: (a) to comply with government agency or court orders; (b) to share your credit performance on your Card Account with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you; (c) to provide information on your Card Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (d) to share information with our employees, agents, or representatives performing work for us in connection with your Card Account; or (e) as otherwise permitted by our Privacy Policy.
- 29. Furnishing Information to Third Parties.** If you believe that we have furnished any inaccurate information relating to your Card Account to any consumer reporting agency, you may notify us at P.O. Box 5100, Pasadena, CA 91117. To help us respond to your notification, you must include your Card Account number, Social Security Number, the name of the consumer reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer reporting agency directly.
- 30. Negative Credit Reports.** YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR CARD ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.
- 31. Force Majeure.** We will not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, pandemic, 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.
- 32. Military Annual Percentage Rate Disclosure.** Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear this same disclosure and for a general description of your payment obligations for this credit card account, call the following toll-free number (855) 459-1334.

**33. Covered Borrower Savings Clause.** The provisions of this section apply only to a “Covered Borrower” as that term is defined by 32 C.F.R. § 232.3(g). If any contract provision not identified herein is contrary to the rights and protections afforded to you by federal law pursuant to 10 U.S.C. § 987 and its implementing regulations, including, but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited will remain in full force and effect.

**34. State Disclosures.**

**Kentucky Residents:** You may pay the unpaid balance of your Card Account in whole or in part at any time.

**Maryland Residents:** Finance charges will be imposed on your Card Account in amounts or at rates not in excess of those permitted by law.

**New Jersey Residents:** Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable, or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable, or inapplicable in New Jersey.

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

**PURSUANT TO 10 U.S.C § 987 AND ITS IMPLEMENTING REGULATIONS, IT IS UNLAWFUL FOR A CREDITOR TO REQUIRE A “COVERED BORROWER,” AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), TO SUBMIT DISPUTES TO ARBITRATION OR TO WAIVE HIS/HER RIGHT TO LEGAL RECOURSE UNDER STATE OR FEDERAL LAW. ACCORDINGLY, THE TERMS OF THIS ARBITRATION NOTICE AND ARBITRATION CLAUSE DO NOT APPLY TO COVERED BORROWERS.**

- (a) **Acknowledgment of Arbitration.** Your Card Account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration provision. By requesting your Card Account, you acknowledge that you are giving up the right to litigate Claims (as defined below) if either party elects arbitration of the Claims pursuant to this provision, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.
- (b) **Arbitration of Claims.** Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present, or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) your Card or Card Account; (ii) any service relating to your Card or Card Account; (iii) the marketing of your Card or Card Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which will be for a court to decide); and (v) any other agreement or instrument relating to your Card or Card Account or any related service (“**Claim**”) will 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**”) will serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at [www.adr.org](http://www.adr.org) or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

- (c) **Other Claims Subject to Arbitration.** In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot Corporation or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) will be subject to arbitration as described herein.
- (d) **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 funds by several parties.
- (e) **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.
- (f) **Arbitration Fees.** If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.
- (g) **Procedure.** A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years’ experience or who is a former or retired judge. The arbitration will follow the AAA’s rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA’s rules and procedures and this arbitration provision, in which case this arbitration provision will govern. Any in-person arbitration hearing for a Claim will 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 will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the “**FAA**”), and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will 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 will be governed by the FAA.

### **36. YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

### **What To Do If You Find A Mistake On Your Billing Statement:**

If you think there is an error on your billing statement, write to us at:

GO2bank  
P.O. Box 5100  
Pasadena, CA 91117

In your letter, give us the following information:

- **Account information:** Your name and Card Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your billing statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your billing statement.
- At least 3 Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter:**

When we receive your letter, we must do two things:

- (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the billing statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your billing statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your billing statement is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your billing statement is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:**

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

- (1) The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you or if we own the company that sold you the goods or services.)
- (2) You must have used your Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Card Account do not qualify.
- (3) You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us **in writing** at:

GO2bank  
P.O. Box 5100  
Pasadena, CA 91117

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**37. SECURITY AGREEMENT**

This Security Agreement governs your Security Deposit Account.

- (a) **Grant of Security Interest in the Security Deposit Account.** To secure all Debt arising under your Card Account and under the terms of this Agreement, you assign, transfer, pledge, grant a security interest in, and set over to us all of your rights, title, and interest in the Security Deposit Account and in all renewals, substitutions of, and additions and proceeds of the Security Deposit Account. Your Security Deposit Account does not secure any obligations to us other than the Debt. No portion of the Security Deposit Account will be available to you or may be used to secure other loans.
- (b) **Our Rights Over Your Security Deposit Account.** The security interest, pledge, and assignment in your Security Deposit Account given to us by you includes and gives the Bank the right to make settlements or compromises on your Security Deposit Account; transfer your Security Deposit

Account to the Bank's own name; or exercise ownership rights on your Security Deposit Account. You waive any right to require the Bank to: (i) proceed against you or any other person; (ii) proceed against or exhaust any security you have provided to us through other agreements; or (iii) pursue any other remedy in the Bank's power. The Bank may, without prior notice, and from time to time: (1) renew, compromise, extend, accelerate, or otherwise change the terms relating to the Debt; (2) take and hold security (other than the Security Deposit Account) for payment of the Debt and enforce, exchange, and release the security in any manner that the Bank determines is proper; (3) release or substitute you, any guarantor, or any endorser of the Debt; and (4) increase or lower the Credit Limit on your Card Account, and no such action will change the fact that the Security Deposit Account at all times will be held by the Bank as security for the Debt.

- (c) **Events of Default.** The Bank may, without prior notice, declare you in Default. If you Default, the Bank may declare the Debt immediately due and payable. The Bank may also exercise all the rights of an owner of the Security Deposit Account.
- (d) **Our Rights Upon Your Default.** Upon any Default, we are authorized to act as owner of your Security Deposit Account and to apply all or any portion of the funds in your Security Deposit Account to repayment of the Debt and Bank's costs in enforcing its rights hereunder. The Bank is irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt.
- (e) **Closing Your Security Deposit Account; Returning the Funds.** You may not close your Security Deposit Account until your obligations under this Agreement have been fully paid and your Card Account is closed. We may, in our discretion, close your Security Deposit Account at any time. If you or we close your Security Deposit Account, we may return the funds in your Security Deposit Account to you by any of the following means: (i) by a transfer of the funds to your GO2bank Bank Account; (ii) by sending a check to you at the address we have in our records; or (iii) some other method deemed sufficient by us. However, if the balance in your Security Deposit Account is \$1.00 or less, we will not issue a refund to you unless you request it in writing. In addition, we may use the funds in your Security Deposit Account to pay any balances on your Card Account. You agree that if your Card Account is closed for any reason, we may apply the funds in your Security Deposit Account to pay off any balance on your Card Account. We also may hold the funds in your Security Deposit Account for as long as 60 days after you have paid off your Card Account balance and your Card Account is closed. If a check we send to you is returned as undeliverable or if we cannot locate you, we will hold the funds from your Security Deposit Account until you either contact us and provide information on how to send the funds to you or until we are required to remit your funds to a state under an applicable unclaimed property law, whichever occurs first. For this reason, it is important that you promptly notify us if you change any contact information you provide to us, including your name, mailing address, email address, and phone number.
- (f) **Our Liability to You.** We will have no liability to you with respect to your Security Deposit Account, other than as provided in this Security Agreement. We will meet our duty to care for your Security Deposit Account if we exercise ordinary care in the transaction at issue. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. A mere clerical error, or an honest mistake, will not be considered a failure of the Bank to perform any of its obligations.

- (g) **Withdrawals.** Your Security Deposit Account serves as the collateral for your Card Account. It may not be used to secure any other loans. The Bank has the right to require at least seven days' written notice before you withdraw or transfer money from your Security Deposit Account. If you withdraw money from your Security Deposit Account, your Credit Limit will be decreased accordingly. Notwithstanding the foregoing, you agree that you may not withdraw funds if: i) you have a past due amount, ii) you had made a withdrawal in the previous 30 days, iii) the withdrawal would result in your Security Deposit Account being below the minimum amount we require given your outstanding balance, and iv) the withdrawal would result in an amount below the minimum required balance as described below in the "Minimum Balance Limitations" section. In addition, notwithstanding the foregoing, we may prohibit you from exercising any other rights over your Security Deposit Account until your obligations under this Agreement have been fully paid and/or your Card Account has been closed. See the "Closing Your Security Deposit Account; Returning the Funds" section above for terms and conditions regarding return of the funds and closure of your Card Account.
- (h) **Non-Interest Bearing Security Deposit Account.** No interest will be paid on your Security Deposit Account.
- (i) **Fees.** There are no fees for your Security Deposit Account.
- (j) **Minimum Balance Limitations.** The minimum balance to open and maintain your Security Deposit Account is the amount of your Credit Line, which will not be less than \$100. Neither your Card Account nor your Security Deposit Account will be opened until we have received the minimum balance.
- (k) **Deposits to Your Security Deposit Account.** Other than depositing funds to secure your Card Account, you cannot make deposits to your Security Deposit Account. You may only deposit funds to your Security Deposit Account to secure your Card Account by transferring funds from your GO2bank Bank Account via our Website or Mobile App.
- (i) **Your Initial Deposit.** The initial deposit to fund your Security Deposit Account must be at least \$100.
- (ii) **Subsequent Deposits.** Except as otherwise provided in this Agreement, you may make deposits to your Security Deposit Account to secure your Card Account at any time, up to your Credit Limit. If you attempt to make a deposit that would cause the balance of your Security Deposit Account to exceed your Credit Limit, we may reject the deposit. If we allow the deposit, we are not required to allow deposits in the future. In addition, increasing the balance of your Security Deposit Account will not necessarily increase your Credit Line. If you choose to make deposits to your Security Deposit Account to secure your Card Account, each deposit must be for at least \$1.00.
- (l) **Deposit Insurance.** Your Security Deposit Account is insured up to the regulatory limits prescribed by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll free consumer hotline at 877-275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov). Please note that GO2bank operates under the following registered trade names: Green Dot Bank, GoBank, 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.

**(m) Electronic Fund Transfer Disclosures.**

- (i) **Transfer Types and Limitations.** The only kind of electronic fund transfers that may occur relating to your Security Deposit Account are transfers to and from your GO2bank Bank Account ("**Transfers**") to fund your Security Deposit Account or make withdrawals from your Security Deposit Account. See the "Deposits to Your Security Deposit Account" section and "Withdrawals" section for limitations on depositing funds to and withdrawing funds from your Security Deposit Account.
- (ii) **Our Liability for Failure to Make Transfers.** If we do not complete a Transfer to or from your Security Deposit Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 et seq.). However, there are some exceptions. We will not be liable for instance: (1) if through no fault of ours, your Security Deposit Account, GO2bank Bank Account or External Bank Account has insufficient funds for the Transfer or the funds are unavailable for withdrawal from your Security Deposit Account, GO2bank Bank Account or External Bank Account (e.g., because they have not been finally collected or are subject to legal process); (2) if the transaction would exceed your overdraft limit, if any, for your GO2bank Bank Account; (3) if we have limited or revoked your GO2bank Bank Account privileges, or if we have reason to believe the transaction is not authorized by you; (4) if circumstances beyond our control (such as fire, flood, pandemic, 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; or (5) as otherwise provided in this Agreement.
- (iii) **In Case of Errors or Questions about your Transfers.** Call us at (855) 459-1334 or write us at P.O. Box 5100, Pasadena, CA 91117 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When notifying us, you will need to tell us: (1) your name and Card Account number; (2) why you believe there is an error and the dollar amount involved; and (3) approximately when the error took place. If you tell us orally, we may require that you also send us your complaint or question in writing within ten Business Days. We will determine whether an error occurred within ten Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provide a provisional credit your Security Deposit Account within ten Business Days for the amount you think is in error, so that you will have the benefit of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten Business Days, we may not provisionally credit your Security Deposit Account. For errors involving a new Security Deposit Account, we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to provide a provisional credit to your Security Deposit Account for the amount you think is in error. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
- (iv) **Statements.** We will provide periodic statements for your Security Deposit Account (as part of your billing statement for your Card Account) to you electronically by notifying you by email

that your billing statement is available. When you receive this email, you will need to log in to your Card Account via the Website and Mobile App to view and print your billing statement.

- (n) **Legal Actions Affecting Your Security Deposit Account.** Your Security Deposit Account may be subject to legal action, such as a tax levy, third-party garnishment or levy, seizure, or forfeiture. Such legal action is subject to the Bank's security interest and right of setoff. Fees or expenses the Bank incurs in responding to legal action (including, without limitation, attorneys' fees and the Bank's internal expenses) may be charged against your Security Deposit Account.
- (o) **Adverse Claims.** If we receive a claim to all or a portion of your Security Deposit Account that is adverse to your interest and we do not believe that we are otherwise adequately protected if we ignore that claim, we may place a hold on funds that are subject to the claim. The hold may be placed for any period of time we believe to be reasonably necessary to allow a legal proceeding to determine the merits of the claim to be instituted.
- (p) **Information Given to Third Parties.** We may disclose information to third parties about you and your Security Deposit Account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of your Security Deposit Account for a third party; (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer your Security Deposit 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) to disclose the existence, history, and condition of your Security Deposit Account to consumer reporting agencies; and (viii) as permitted by our Privacy Policy. See our Privacy Policy for further details. We may also disclose information that is not personally identifiable for other purposes.

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