

CREDIBLY BUSINESS CHECKING®
DEPOSIT ACCOUNT AGREEMENT

WELCOME!

This Business Deposit Account Agreement (this “*Agreement*”) explains the fees, policies, terms, and conditions that govern the Credibly Business Checking debit card (“*Card*”) and the associated FDIC-insured, non-interest-bearing primary business deposit account (“*primary deposit account*”), which, unless otherwise noted in this Agreement, includes multiple non-interest-bearing subaccounts (“*Vaults*”) where you may put money aside for certain purposes (collectively, your “*Account*”). The Account is held in your and your business’s name, and shall not be used for personal, household or family purposes. This Agreement includes all appendices attached hereto, such as the Mobile Banking Agreement attached as Appendix A, and any other terms and conditions incorporated by reference.

In this Agreement, “you” and “your” refer to the sole proprietor, limited liability company, partnership, non-profit organization or corporation that is the owner of the Account, and “Bank,” “we,” “us,” and “our” refer to Green Dot Bank, Member FDIC, the issuer of your Card and the bank that holds the money in your Account. Please note that Green Dot Bank operates under the following registered trade names: GO2bank, 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.

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

1. Getting Started

- a. *General Information about Business 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 an Account, you represent and agree that you are establishing it primarily for business purposes. An Account can only have one signatory. Once you complete the registration process and open your Account, you will receive a Card that is linked to your primary deposit account.
- b. *Opening an Account.* Each person that opens an Account must be 18 years of age or older and a citizen or lawfully residing in one of the 50 states of the United States and the District of Columbia. 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, we will ask for your name, address, date of birth, social security number, mobile phone number (or, in our discretion, another type of phone number), and other information that will allow us to identify you and the associated business and ensure you have authority to act on the business' behalf. We may also use other methods of data collection, like device ID and geolocation data generated from your devices, and other sources of data to verify the personal information you provide 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 mobile phone, computer, and/or other devices. We may also ask you to represent and warrant to us that you have authority to bind the business or entity to these terms. In addition, we may also ask to see your driver's license or other identifying documents, both at Account opening and for additional verification after your Account is opened, and we may ask you to verify your email address and/or mobile phone number, either to open your Account or in order to use certain services.

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.

2. Fees

- a. *General.* Our fee schedule below describes the fees associated with your Account and related 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 to withdraw funds outside of our network, you may be charged a fee by the ATM operator in addition to our fee. The

fees listed in the schedule below will be deducted from your primary deposit account balance when they are assessed. If your primary account balance is less than the fee amount or your primary deposit account balance is negative, the assessment of the fee will result in a negative balance in your primary deposit account or increase the negative balance of your primary deposit account, as applicable. If that occurs, any subsequent deposits or credits to your primary deposit account will first be applied to the negative balance. For more information about negative balances, see Section 9.q. titled “Negative Balances”.

| Fee Type | Fee |
|---|--|
| Monthly Fee | \$0 |
| In-Network ATM Withdrawal | \$0 “In-Network” refers to all ATMs in our network that are surcharge-free. To find an in-network ATM, check our Mobile App. |
| Out of Network ATM Withdrawal* | \$3.00 |
| Cash Deposit Fee | Varies by retailer, up to \$4.95 |
| Teller Cash Withdrawal Fee | \$0 |
| Out of Network Balance Inquiry at ATMs* | \$0 |
| Cardless funds pick-up fee when you close your Account | Up to \$5.00. This is our fee for a cash pickup at a Walmart store if you close your Account. |
| Cardless funds pick-up fee when your Card is lost or stolen | \$3.00. This is our fee for a cash pick-up at a Walmart store after you report your Card lost or stolen. This fee is in addition to any Card replacement fee that may apply. |
| Replacement Card (for Lost, Stolen or Damaged Card) | \$0 |
| Expedited Delivery Replacement Card Fee (for Lost, Stolen, or Damaged Card) | \$24.95 for replacement Card delivered on an expedited basis (generally within 4 business days). |
| Foreign Transaction Fee** | 3% of total transaction amount |

* You may be charged a fee by the ATM operator.

** This fee is only charged if you conduct a transaction (U.S. or foreign currency) at merchants (including foreign websites) outside of the U.S. (“**Foreign Transaction**”). This fee is in addition to any other fee that may apply to a Foreign Transaction. Please note that use of your Card outside of the U.S. is limited; see Section 4.e. titled “Foreign Transactions” for more information.

3. General Information About Deposits and Funds Availability

- a. *Deposits.* If you are approved for an Account, the Bank will mail your personalized, physical Card (“**Personalized Card**”) to you. When you are approved, we may provide you with your Card information that you may use at merchants that accept Mastercard until you receive your Personalized Card. You may make deposits in cash at participating retailers, by automated clearing house (“**ACH**”), which includes deposits via direct deposit, and using our Bank Transfer Service (as defined below), subject to applicable fees, limits, and conditions. We may offer you additional ways to deposit money from time to time, and any applicable fees or limits will be disclosed to you at the time they are offered to you. More information regarding how to deposit money to your Account can be found on the mobile application (the “**Mobile App**”).
- b. *Limits on Deposits.* We may refuse to accept a deposit, limit a deposit’s size, or return all or part of a deposit to you or the sender. Except as otherwise permitted by us, no other person may deposit money to your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept checks or cash mailed to us for deposit, cash deposits at ATMs, or inbound wire transfers. If you deposit cash at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits.
- c. *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.* Funds from your cash deposits will generally be available one business day after we receive your deposit.
 - ii. *Direct Deposits.* Funds from direct deposits will generally be available on the day we receive the transfer if received before 5 p.m. (Pacific time). Transfers received after this cutoff time or on a non-business day may be processed on the next business day. In case of transmission error or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, funds will generally be available within five business days after we receive the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or social security number) that we have on file for you.

- iii. *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.

4. About Your Card

- a. *General.* Your Card is linked to your primary deposit account, and not your Vaults. 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 provided, and subject to the limits specified in this Agreement, you may use your Card to purchase goods and services anywhere Mastercard debit cards (as applicable) are accepted and to access cash at ATMs and from tellers of financial institutions displaying the Mastercard name and/or logo, as applicable. Please note that if you use your Card to get Account balance information from an ATM, the balance may not reflect recent transactions and may include funds that are not available for immediate withdrawal.
- 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 and Account.* Until you activate your Personalized Card, you may not withdraw money from an ATM or from a bank teller. We reserve the right, in our sole discretion, to limit the amount, number and type of transactions you can make using your Account. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use your Card or Account at unlawful domestic or international gambling websites, at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access your Account; and (iv) use your Card only as permitted by us. We may refuse to issue a Card, revoke or suspend your Card or Account privileges, or cancel your Card or Account with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended, or otherwise invalid Card. You cannot sell or transfer your Account to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card or Account, you are responsible for all transactions made by that person, even if they exceed the authorization granted. Your Card can only be used for cash withdrawals at ATMs and for teller cash withdrawals in the U.S. and its territories, Canada, and Mexico. We may, in our sole discretion, allow you to use your Card for cash withdrawals in other countries. Notwithstanding the foregoing, we reserve the right to limit or block the use of your Card in foreign countries 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 or Account to pay for goods or services, certain merchants may ask us to authorize or “hold” the transaction in advance and may estimate the final purchase

amount. In addition, when you use your Card for an ATM withdrawal or a teller cash withdrawal, we generally authorize the transaction in advance (including all applicable fees). When we authorize a transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your Account's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for transactions with certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions with certain merchants that authorize high dollar amounts, such as rental car companies and hotels, and certain cash and international transactions may cause a "hold" on money in your Account for up to 90 days. You will not be able to use the money in your Account that is on hold until the transaction finally settles or the hold is otherwise released. If a pending transaction is not presented to us for payment within our established time period after being authorized (typically, three business days, but may be up to 90 days for certain types of transactions, as described above), we will release the hold. Note that if a transaction is presented to us for payment from your Account after we have released the hold, we must honor the transaction, which may result in a negative balance in your Account. When a transaction finally settles, we will charge your Account for the amount of the final transaction, including any applicable fees, and then will release the hold on any remaining amount of money, as applicable.

- e. *Foreign Transactions.* If you conduct a transaction in a foreign currency, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. Mastercard currently uses a conversion rate that is either: (i) 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 Mastercard itself receives) or (ii) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of the aforesaid transaction and the date it is posted to your Account. The Foreign Transaction Fee set forth in Section 2 titled "Fees" is in addition to any of the Bank's other fees.

We monitor your 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), it is possible that your 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 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 accepted in that country.

- 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

careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lit area and at night, have someone accompany you when possible. Do not accept assistance from anyone while using the ATM. Do not display your cash, but instead pocket it and count it later in the safety of your office or home. Prepare deposits at home to minimize your time at the ATM. 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. Be sure to save your transaction receipts and check them against your statements regularly. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

- g. *Refunds on Purchases.* Cash refunds are not granted for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your Account. For security reasons, if a credit is applied to your Account for which there was no debit originally, we may block the use of your Account.

5. Limits on Your Account.

- a. *Daily Cash Deposits.* You may deposit up to \$3,000 in cash per day.
- b. *Daily and Monthly Cash Withdrawal.* Subject to the withdrawal limits set forth in Section 4.c., you may withdraw up to \$2,000 in cash from ATMs per day and up to \$10,000 in cash from ATMs per month. You may withdraw up to \$3,000 in cash through teller cash withdrawals per month. We may, in our sole discretion, permit you to withdraw higher amounts of cash. Please note that different limits apply if you are withdrawing cash pursuant to the Cardless Funds Access Service as described further in Section 9.w. We may, in our sole discretion, permit you to withdraw higher amounts of cash.
- c. *Total Daily Purchase and Cash Withdrawal.* If you have received and activated your Personalized Card, you may perform purchase and cash withdrawal transactions up to \$10,000 per day in the aggregate using your Card, unless you are withdrawing cash pursuant to the Cardless Funds Access Service as described further in Section 9.w, to which different limits apply.
- 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. *Other Limits.* Other limits may apply. For limits related to our Bill Payment Service, please see Section 7(g) and for limits related to our Bank Transfer Service, please see Section 8(f).

6. Electronic Funds Transfers; Other Rights & Terms

- a. *Vaults*. You can create up to 5 separate Vaults that are linked to your primary deposit account. You can only transfer money to and from a Vault through your primary deposit account. You cannot otherwise spend, withdraw, transfer, or access money in a Vault, and you cannot directly transfer money between Vaults. When you want to access money in a Vault, you must first transfer the money to your primary deposit account. Transfers between your primary deposit account and a Vault can be conducted only through the Mobile App; we do not accept transfer instructions over the phone or by any other means. Once you instruct us to transfer money from your primary deposit account to a Vault, that money will be unavailable for you to otherwise spend, withdraw, transfer, or access from your primary deposit account. For security reasons, we may impose limits on the numbers of transfers between your primary deposit account and your Vaults in our sole discretion. Notwithstanding anything to the contrary in this Agreement, for all funds in a Vault, we reserve the right at any time to require at least seven days' written notice of an intended transfer to your primary deposit account. The available balance of your Account does not include money in your Vaults. There are no fees associated with the creation or maintenance of a Vault. You may close a Vault at any time, but you must first transfer any money in the Vault to your primary deposit account before doing so. Without limiting any other right or remedy that we may have under this Agreement or otherwise, money in your Vaults may be used by us to cure a negative balance in your primary deposit account or as otherwise provided in Section 9.r. titled "Security Interest & Setoff". As such, if you have a negative balance in your primary deposit account, as a result of Account fees, overdrafts, or any other reason, and you transfer money from a Vault to your primary deposit account, we will first apply the money you transfer from the Vault to the negative balance in your primary deposit account.
- b. *Not Governed by Electronic Fund Transfer Act*. Your 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.
- c. *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.

- d. *Your Liability for Unauthorized Transactions.* Subject to certain exceptions and except as otherwise provided in this Agreement, you will not be held responsible for unauthorized Card transactions as long as you: (i) have used reasonable care in protecting your Card from loss or theft; and (ii) promptly notify us of any loss, theft, or unauthorized use of your Card by calling us at (855) 542-0682. Subject to the foregoing, you must notify us within two business days after you learn of the loss or theft of your 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. When notifying us, please tell us: (i) your name and Account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. 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).
- e. *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: (i) if through no fault of ours, your Account has insufficient funds for the transaction or the funds are unavailable for withdrawal (e.g., because they have not been finally collected or are subject to legal process); (ii) if the ATM where you are trying to make a withdrawal does not have enough cash; (iii) if the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you started the transaction; (iv) if a merchant refuses to honor your Card; (v) if you attempt to use a Card that has not been properly activated; (vi) if the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely; (vii) if your Card has been reported as lost, stolen, or compromised or has been suspended by us, if we have limited or revoked your Account privileges, or if we have reason to believe the transaction is not authorized by you; (viii) if the transaction cannot be completed because your Card is damaged; (ix) if circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, pandemic, 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 (x) as otherwise provided in this Agreement.
- f. *Account Statements.* You will have access to Account statements through the Mobile App. We do not mail monthly paper statements.
- g. *Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.
- h. *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 posting it in the

Mobile App or otherwise making it available to you). Your continued use of your Card or other services after the notice or posting referenced above shall constitute your acceptance of the amended Agreement and its additional, deleted, and/or amended terms.

We may substitute similar services or discontinue currently offered services 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.

7. Bill Payments.

- a. *General.* If you have received and activated your Personalized Card, you can make payments to others from your Account using our bill payment service.
- b. *Service Definitions.* For purposes of this Section 7, the following definitions apply.

“**Bill Payment Service**” means the Bill Payment Service offered by Bank, through CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc., that you can access using your Account.

“**Biller**” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“**Business Day**” is every Monday through Friday, excluding Federal Reserve holidays.

“**Debit Date**” is the day your Account will be debited and is also the day that we will begin processing your Payment Instruction. If you schedule a future Debit Date for a payment, and the date you schedule falls on a non-Business Day, the Debit Date will be the Business Day immediately preceding the date that you scheduled.

“**Due Date**” is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

“**Pay Date**” is the day your Biller should receive your payment.

“**Payment Instruction**” is the information provided by you to the Bill Payment Service for a payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Debit Date).

“**Scheduled Payment**” is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

- c. *Service Fees and Additional Charges.* There is no service fee for using the Bill Payment Service. We may assess or change fees as described in this Agreement. You are responsible for any and all telephone access fees and/or Internet service fees that may be

assessed by your telephone and/or Internet service provider when you access the Bill Payment Service.

- d. *Payment Scheduling.* Transactions begin processing on your Debit Date. The earliest Debit Date for Payment Instructions entered on a non-Business Day will be the next Business Day. When you schedule an individual payment, the earliest possible Pay Date for each Biller (typically five (5) or fewer Business Days from the Debit Date) will be designated through the Bill Payment Service when you are scheduling the payment, and you must select a Debit Date so that the associated Pay Date is no later than the actual Due Date reflected on your Biller statement.

When you schedule regular (i.e., recurring) payments to occur in advance, you will select only a Debit Date. You are responsible for ensuring that the Debit Date is sufficiently in advance of your Due Date to allow the Biller to receive the payment. We recommend that you allow at least five Business Days between the Debit Date and your Due Date. **YOU ARE RESPONSIBLE FOR ANY LATE PAYMENTS THAT OCCUR BECAUSE YOU SCHEDULE THE DEBIT DATE TOO CLOSE TO THE DUE DATE.**

You are responsible for ensuring that there are sufficient funds in your Account on the Debit Date to complete the payment.

- e. *Payment Authorization and Payment Remittance.* By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, you agree that we may edit or alter payment data or data formats in accordance with Biller directives.

When we receive a Payment Instruction, you authorize us to debit your Account and remit funds on your behalf to your Biller so that the funds arrive on or as soon as reasonably possible after the Pay Date designated by you. You also authorize us to credit your Account for payments returned to us by the United States Postal Service or Biller.

We will use commercially reasonable efforts to make all your payments properly, and if we do not complete a payment from your Account on time or in the correct amount according to this Agreement, we will not be liable for your losses, costs or expenses, except for your direct losses or damages to the extent directly relating to our gross negligence or intentional misconduct. We will also not be liable for your losses or damages if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances: (i) if, through no fault of ours, your Account does not contain sufficient funds to complete the transaction; (ii) if the Bill Payment Service is not working properly and you know or have been advised about the malfunction before you execute the transaction; (iii) if you have not provided us with the correct account information or correct Payment Instructions; or (iv) if circumstances beyond our control (such as, but not limited to, fire, flood, pandemic or

interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

There are other exceptions provided in this Agreement. Provided none of these exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to a Biller in a manner inconsistent with your Payment Instructions, or fail to initiate your payment in accordance with your Payment Instructions, we will only be responsible for returning those funds to your Account, or for directing to the proper Biller any previously misdirected transactions, and will have no further liability with respect to same, except as expressly provided for above.

- f. *Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a check payment.
- g. *Limits on Payments You Can Make.* You may not make payments using the Bill Payment Service in an amount greater than \$7,500 in the aggregate per day. Any payments you request will be considered to occur on the Debit Date.
- h. *Payment Cancellation Requests.* You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions provided in the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment on the Debit Date it cannot be cancelled or edited, and therefore a stop payment request must be submitted.
- i. *Prohibited Payments.* The following payments are prohibited through the Bill Payment Service: (i) payments to Billers outside of the U.S. or its territories; and (ii) payments prohibited by applicable law. Except as may be required by applicable law, we will have no liability for any claims or damages resulting from any prohibited payments you schedule or attempt to schedule.
- j. *Exception Payments.* Tax payments and court ordered payments may be scheduled through the Bill Payment Service; however such payments are discouraged and must be scheduled at your own risk. We will have no liability for any claims or damages resulting from you scheduling these types of payments. We also have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.
- k. *Bill Delivery and Presentment.* The Bill Payment Service is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the electronic bill options, you also agree to the following:

- i. *Information provided to the Biller.* We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller websites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Bill Payment Service and/or bill information.
- ii. *Activation.* Upon use of the Bill Payment Service, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- iii. *Authorization to obtain bill data.* Your use of the Bill Payment Service for a certain Biller will be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- iv. *Notification.* We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Payment Service, we may send an e-mail notification to the e-mail address listed for your Account. It is solely your responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- v. *Cancellation of electronic bill notification.* The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- vi. *Non-Delivery of electronic bill(s)*. You agree to hold us harmless if the Biller fails to deliver your statement(s). Copies of previously delivered bills must be requested from the Biller directly.
- vii. *Accuracy and dispute of electronic bill*. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

1. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION ARE WITHOUT, AND WE EXPRESSLY DISCLAIM, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT APPLY TO THE BILL PAYMENT SERVICE AND RELATED DOCUMENTATION.

EXCEPT TO THE EXTENT PROVIDED IN THE “PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE” SECTION, OR TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE BILL PAYMENT SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BILL PAYMENT SERVICE.

- m. *Sharing of Information*. As provided in Section 9.t. of this Agreement, information about you and your transactions will be shared with third parties to assist us in providing services for your Account, such as the Bill Payment Service.
- n. *Failed or Returned Transactions*. By using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your Account. If we are unable to complete the transaction for any reason associated with your Account (for example, there are insufficient funds in your Account to cover the transaction), the transaction will not be completed and we will attempt to notify you.
- o. *Biller Limitation*. We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will attempt to notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

- p. *Returned Payments.* By using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller's account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Account. You may receive a notification from us.
 - q. *Information Authorization.* Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. In addition, you agree that we reserve the right to obtain financial information regarding your Account from a Biller (for example, to resolve payment posting problems or for verification). It is solely your responsibility to ensure that your contact information is current and accurate. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Biller, Account or contact information.
8. Bank Transfer Service
- a. *General.* You can use our bank transfer service to transfer funds to your Account (an "**Inbound Bank Transfer**") from an eligible bank account in your name at a U.S. financial institution (your "**External Bank Account**"). You can also use our bank transfer service to transfer funds from your Account to an External Bank account (each such transfer, an "**Outbound Transfer**" and, in conjunction with Inbound Transfers, the "**Bank Transfer Service**"). Although we may use any means to execute an Inbound Bank Transfer or Outbound Bank Transfer, we normally use ACH. There are no fees associated with the Bank Transfer Service.
 - b. *External Bank Account Verification.* Before you may use the Bank Transfer Service, we will verify your ownership of your External Bank Account by: (i) accessing your account information at the applicable U.S. financial institution and/or (ii) asking you to provide proof of your ownership. If we ask you to provide us information about your External Bank Account (e.g., your username and password), you agree that you are directly providing that information to us (and our designated service provider) so that we can access information about your External Bank Account in order to verify your ownership of your External Bank Account.
 - c. *Your Representations and Warranties.* By using the Bank Transfer Service, you authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your External Bank Account, communicating with others regarding your transfer instructions, and processing your transfers via the Bank Transfer Service. You represent to us that: (i) the financial institutions for your External Bank Accounts have expressly agreed to (or do not prohibit) those actions by us; (ii) you have the authority to grant us the right to conduct those activities; (iii) you are authorized to

conduct transfers from your External Bank Accounts via the Bank Transfer Service; (iv) the information you provide to us regarding your External Bank Accounts is accurate and complete; (v) you are an owner and authorized signer for your External Bank Accounts and your External Bank Accounts are titled in your name; and (vi) no other person's authorization is required for us to process your requested transfers via the Bank Transfer Service. The financial institutions that hold your External Bank Accounts may contact us from time to time to verify information about a pending transfer. You agree that we may provide any information needed to verify your instructions or otherwise process such transfer.

- d. *Eligibility.* Not all types of accounts and debit cards are eligible for use with the Bank Transfer Service. You must check with the financial institutions for your External Bank Accounts to determine if there are any restrictions regarding sending transfers via the Bank Transfer Service (e.g., 401k, IRA, savings, credit, and money market accounts may not be able to send transfers). We are not responsible for any costs or losses incurred if transfers are not permitted or are restricted by the financial institutions for your External Bank Accounts or by applicable law.
- e. *Processing Times.* Subject to the terms set forth in this Section 8, Inbound Bank Transfers are generally deposited to your Account within three business days of when you instruct us to make the transfer. Outbound Bank Transfers are generally deposited within 4 business days to the External Bank Account, but the financial institution that holds that account may take additional time to deposit the funds. The cutoff time for submitting instructions for Inbound Bank Transfers is 9:30 p.m. (Pacific time). The cutoff time for submitting instructions for Outbound Bank Transfers is 9:45 p.m. (Pacific time). Instructions received after the cutoff time or on a non-business day will be processed by us on the next business day.

We may delay, suspend, or cancel the processing of any transfer via the Bank Transfer Service for security and fraud purposes and as otherwise specified in this Agreement. We are not responsible for any losses or damages that may result from our delay, suspension, or cancellation of a transfer, or for any failure to notify you of such delay, suspension, or cancellation. We cannot guarantee the timely delivery of funds as a result of a failure of another financial institution to act in a timely manner. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, transfers authorized via the Bank Transfer Services are non-refundable and cannot be cancelled after you submit instructions for us to make a transfer.

- f. *Minimum and Maximum Transfer Amounts.* The maximum amount of Inbound Transfers is \$20,000 per day and \$100,000 in a rolling 30 day period, in the aggregate. The maximum amount of Outbound Transfers is \$50,000 per day, in the aggregate, and cannot exceed your maximum Account balance at the time the Outbound transfer is initiated. Both Inbound and Outbound Transfers are limited to 5 transactions per day, and 50 transactions per month. The limits applicable to the Bank Transfer Service are subject

to change. You may be eligible for less restrictive limits. If so, we may disclose such limits at the time you use the applicable service. We may add new limits, make existing limits more restrictive, or cancel your transfers without prior notice as described in this Section 8. We will notify you of changes to the limits for the Bank Transfer Service as required by applicable law.

- g. *Representations Regarding Sufficiency of Funds.* When you initiate a transfer via the Bank Transfer Service, you represent and agree that you have sufficient funds in your External Bank Account for all such transfers.
- h. *Delayed, Declined and Reversed Transfers.* We may decline to complete a transfer via the Bank Transfer Service if: (i) we believe it may involve or result in a violation of applicable law or expose us to liability or risk of loss; (ii) we are unable to authenticate your Account or your External Bank Account; (iii) there are insufficient funds available for the transfer; (iv) the transfer instructions are unclear, ambiguous, or incomplete; (v) we identify a security risk involving the transfer; or (vi) as otherwise stated in this Agreement. If we have begun to process a transfer, and it is rejected for any reason, we will notify you and attempt to return the funds to your Account or External Bank Account, as applicable. You authorize us to return funds to your External Bank Account if we are advised by the financial institution or the company processing the transfer that the transfer was not authorized by you, was made to your Account in error, or that there were insufficient funds available in your External Bank Account for the transfer.
- i. *National Automated Clearing House Association Rules; NACHA Authorization.* Inbound Bank Transfers and Outbound Bank Transfers are governed by rules set forth by the National Automated Clearing House Association (“*NACHA*”). You agree to be bound by the NACHA Rules, including those with respect to credit and debit entries initiated by you through the Bank or its agents, authorize the Bank to originate such entries on your behalf as originator, and make the applicable warranties and representations required by the NACHA rules. Further, you agree not to initiate any entries that violate applicable law. 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. This Agreement provides your authorization for individual or recurring CCD transactions (including authorization to debit your Account to correct an error) to be initiated by the Bank or its agents, and such authorization will remain in effect unless you cancel it in writing by emailing crediblychecking@greendotcorp.com.
- j. *Suspension and Reinstatement of Bank Transfer Service.* Without limiting any other right or remedy that we may have under this Agreement or otherwise, we may suspend or terminate your ability to use the Bank Transfer Service at any time without prior notice in the event that we believe there is a problem with your use of the Bank Transfer Service, including, without limitation, under the following circumstances: (i) we are unable to debit your External Bank Account or collect money due to us; (ii) if you breach this Agreement or any other agreement with us; (iii) we believe there has been or may be an

unauthorized use of your Account; (iv) we are unable to verify your identity or authority to use the Bank Transfer Service to our satisfaction; (v) your Account is not in good standing; or (vi) we believe that your use of the Bank Transfer Service could expose us to increased risk. You understand and agree that such action is reasonable for us to take in order to protect us from loss.

9. 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.
- b. *Account Contact Information Changes.* You agree to notify us immediately of any change in your name, address, email address, phone number, 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. We may require you to provide your change request in writing, to be sent to Customer Care, P.O. Box 1070, West Chester, OH 45071-1070, and may require supporting documentation. For security reasons, we may, in our sole discretion, opt to not allow you to make such changes to your Account information. We may rely on our records to determine the ownership of your Account.
- c. *Compliance.* You agree not to violate the laws of the U.S., 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 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 your Account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) freeze the Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (v) continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above will not impose an obligation on us to assert such rights or to deny a transaction.

- e. *Consent For Us to Contact You.* Except to the extent prohibited by applicable law, you agree that we or our agents may contact you at any telephone number you provide to us, including your mobile phone number, and you agree to receive these calls and also text messages, including prerecorded or autodialed calls. You understand that your service provider may charge you for these calls and messages.
- f. *Consent to Gather Information.* 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. As such, you waive your rights under California Vehicle Code §1808.21 (or its 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 us and our service providers solely to verify your identity and prevent fraud.
- g. *Cutoff Hours.* Except as otherwise expressly provided in this Agreement, 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.
- h. *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 you die or are adjudicated incompetent. Without limiting any other provisions of this Agreement, 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 accountholder, we may freeze all or part of the Account, pending receipt of proof (satisfactory to us) of each person's right to the funds.
- i. *Deposit Insurance.* Your 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, call the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at www.fdic.gov.
- j. *Fax Instructions/Voicemail/Email.* We may, but are not required to, act upon instructions received by fax transmission, voicemail, or email. We may not review your message until the business day after its receipt, or later. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us emails that contain any personal or Account information.

- k. *Force Majeure.* We will not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, pandemics, 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.
- l. *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.
- m. *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) funds in your Account to the appropriate state if no activity occurs in your Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may consider your Account inactive even if you maintain another active with us. We may impose a fee for sending a dormant Account notice to you prior to transferring the funds to the appropriate state. If funds are transferred to the state, you may file a claim with a state to recover the funds.
- n. *Legal Process.* We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by phone, 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 attorneys' fees, which we incur in responding to legal process related to your Account. 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.
- o. *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.
- p. *Other Agreements.* You may have another agreement with us that, by its terms, supersedes this Agreement in whole or in part.
- q. *Negative Balances.* If you do not have enough money in your primary deposit account to cover the amount of a transaction (e.g., teller cash withdrawal, bill payment, 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 primary deposit account by permitting the transaction. If we permit a negative balance or otherwise allow your primary deposit account balance to drop below zero, you agree to pay the amount of

the overdraft promptly, without notice or demand from us, by depositing funds. You agree that we may use subsequent deposits, funds in your Vault, and other credits to the Account to cover any negative balance existing in your primary deposit account, to the fullest extent permitted by law and in accordance with Section 9.r. titled “Security Interest & Setoff” below. 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.

- r. *Security Interest & 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 any other agreement you have with us. We may charge or set off funds in your Account, which can include but is not limited to, those funds in your Vault, 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. If you have a negative balance in your primary deposit account, we may automatically deduct the negative balance amount from any current or future funds in your primary deposit account, your Vault, or any other account you open or maintain with us. If you are a sole proprietor, the security interest set forth hereunder extends to any of your personal or business accounts we may hold.
- s. *Severability.* If any of the provisions of this Agreement are determined to be void or invalid, the remainder of this Agreement will remain in full force and effect.
- t. *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 Card or provide Account information or give us your contact information. We may also collect your information from others, such as credit bureaus, affiliates, or other companies. We may disclose information to third parties about you, your Account, 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; (vi) in order to issue authorizations for transactions on the Card, (vii) to service providers for their internal analytical purposes; and (viii) to service providers to enroll you in any services they provide, at your request. With your consent, we may also disclose information about you, your Account, the business, the Card, the transactions on your Card, and any other information for which you have consented, to Retail Capital LLC dba Credibly and its

affiliates for any use permitted by its Privacy Policy which can be found at <https://www.credibly.com/privacy/>.

- u. *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.
- v. *Termination/Closing Your Account.* We may close your Account if the Account balance is zero or negative. We may also terminate your Account relationship with us at any time, with or without cause, with or without notice. If funds are not withdrawn from your Account prior to the termination of your Account, we may send a check for the Account balance to you at the last address we have on file for your Account or return the Account balance to you via any other method we select in our discretion. We reserve the right to refuse to return any unused balance amount less than \$1.00. We may dishonor any item or transaction presented for payment after your Account is closed. Notwithstanding the foregoing, you remain responsible for such items and transactions, which may be treated as overdrafts.
- w. *Cardless Funds Access Service.* If your Card is lost or stolen or you close your Account, we may allow you, at our discretion, to withdraw funds via certain disbursement methods, subject to certain eligibility requirements, fees, and limits, as described below (“*Cardless Funds Access Service*”). We may modify the eligibility requirements, fees, and limits or suspend, restrict, discontinue, or prohibit your use of the Cardless Funds Access Service at any time, and we will provide notice of any changes as required by applicable law.
 - i. *Eligibility.* To use the Cardless Funds Access Service, your Account must be open (even if you intend to close your Account) and in “good standing” (i.e., not blocked or suspended for fraud or any other reason). In addition, unless otherwise stated herein, you will not be able to use the Cardless Funds Access Service if the available balance of your Account is less than the minimum amount required for disbursement, including any applicable fees. Certain disbursement methods may require you to present or submit your state-issued ID or other identifying documentation or information to allow us or a retailer to verify your identity prior to disbursing the funds requested.
 - ii. *Cardless Funds Access Upon Account Closure.*
 - 1. *Disbursement Methods.* If you elect to close your Account, we may allow you to withdraw cash from the available balance of your Account, after debiting the cardless funds pick-up fee and any other applicable fees, at a Walmart store as further described in the Cardless Funds Access Service feature in the Mobile App (“*Account Closure Cash Pick-Up*”).

2. *Limits.* The minimum amount of cash you can withdraw from the Available Balance of your Account using Account Closure Cash Pick-Up is \$20.00, and the maximum amount of cash you can withdraw from the available balance of your Account using Account Closure Cash Pick-Up is \$2,999.99. In no event can you use Account Closure Cash Pick-Up to withdraw an amount greater than the available balance of your Account, plus any applicable fees.

iii. *Cardless Funds Access if Card is Lost or Stolen.*

1. *Disbursement Methods.* After you have reported your Card lost or stolen and requested a new replacement Card, we may allow you to withdraw cash from the available balance of your Account, after debiting the cardless funds pick-up fee and any other applicable fees, at a Walmart store as further described in the Cardless Funds Access Service feature in the Mobile App (“*Lost/Stolen Cash Pick-Up*”).

2. *Limits.* The minimum amount of cash you can withdraw from the available balance of your Account using Lost/Stolen Cash Pick-Up is \$20.00 per transaction, and the maximum amount of cash you can withdraw from the available balance of your Account using Lost/Stolen Cash Pick-Up is \$500 per transaction. In addition, you may not withdraw more than \$1,500 in any rolling 24-hour period, or \$3,000 in any rolling 7-day period, from the Available Balance of your Account using Lost/Stolen Cash Pick-Up. You may not use Lost/Stolen Cash Pick-Up more than three times per rolling 24-hour period and 12 times per rolling 7-day period. In no event can you use Lost/Stolen Cash Pick-Up to withdraw an amount greater than the Available Balance of your Account, plus any applicable fees. You may not use Lost/Stolen Cash Pick-Up for more than 10 business days after you report your Card lost or stolen.

x. *Transfers/Assignments.* Unless otherwise agreed by us in writing, your Account is non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to your 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.

y. *Waivers.* We may delay enforcing our rights under this Agreement without losing them. Any waiver by us will 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.

- z. *Termination or Suspension of Service.* We may suspend or terminate your access to or use of any or all of our services at any time without cause or notice, except as otherwise required by law, in our sole discretion. We may immediately suspend your 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.

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

- 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 provision. By opening your 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.**
- a. *Arbitration of Claims.* Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present, or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to (i) your Card or Account; (ii) any service relating to your Card or Account; (iii) the marketing of your Card or Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which will be for a court to decide); and (v) any other agreement or instrument relating to your Card or 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 <https://www.adr.org> or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.
- b. *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.

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

Appendix A

Mobile Banking Agreement

- 1. Introduction.** This Mobile Banking Agreement (“*Mobile Banking Agreement*”) sets forth the terms and conditions that apply to your access and use of the Green Dot bank account and mobile banking services (“*Service*”) provided by Green Dot Bank, Member FDIC. In this Mobile Banking Agreement, “*you*” refers to each owner and authorized signer on the account that may be accessed through the Service. The terms “*we*,” “*us*” and “*Green Dot*” refer to Green Dot Bank, Member FDIC. This Mobile Banking Agreement is incorporated into, supplements, and supersedes where inconsistent, the terms of your Credibly Business Checking 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 Credibly Business Banking™ mobile app (“*Mobile App*”). **PLEASE READ THIS APPENDIX A 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 THESE TERMS.** By accessing or using the Service, you represent that you have read and agree to be bound by this Mobile Banking Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Mobile App. This Mobile Banking 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.
- 3. Your Equipment.** To use the Service, you must have the browser and equipment described in the Electronic Communications Agreement. You are responsible for the selection, installation, maintenance, and operation of your mobile devices and software. We are not responsible for any errors, failures, or malfunctions of your mobile devices or software or for any virus or related problems that may occur with your use of the Service. You are responsible for ensuring that your mobile devices and software are compatible with the Mobile App and other system requirements. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile devices and mobile operating systems.
- 4. Mobile App End User License Agreement.** The Mobile App End User License Agreement (the “*Mobile App Agreement*”) applies to your access and use of the Mobile App. We have the right to terminate or suspend your access to or use of the Mobile App, with or without notice, in the event that you violate the Mobile App Agreement. In case of any discrepancy between this Agreement and the Mobile App Agreement, the terms of this Mobile Banking Agreement will prevail.
- 5. Proprietary Rights; Use of Content.** The Mobile App is owned and operated by the Bank or its affiliates, licensors, and/or third-party service providers (collectively, the “*Green Dot Parties*”) and, unless otherwise indicated, all designs, text, images, videos, graphics, software, and other content and materials appearing on the Mobile App (collectively, “*Content*”) are the property of

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