



Secured Credit Card Agreement

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>19.99%</b>
APR for Cash Advances	<b>19.99%</b>
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
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="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
Fees	
Annual Fee	NOTICE: The Annual Fee will be assessed before you begin using your card and will reduce the amount of credit you initially have available. If you are assigned the minimum credit limit of \$200, your initial available credit will be only about \$161. <b>\$39.00</b>
Transaction Fees	<ul style="list-style-type: none"><li>Cash Advance: Either <b>\$5</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li><li>Foreign Transaction: <b>3%</b> of each transaction in U.S. dollars.</li></ul>
Penalty Fees	<ul style="list-style-type: none"><li>Late Payment: Up to <b>\$27</b></li><li>Over-the-Credit Limit: None</li><li>Returned Payment: Up to <b>\$27</b></li></ul>

**How We Will Calculate Your Balance.** We use a method called “average daily balance (including new purchases).” See your Cardholder Agreement for more details.

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



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**SECURED CREDIT CARD ACCOUNT.** Your Credit Account is secured by a deposit account that you were required to establish and maintain in order to have the Credit Account (referred to as the Collateral Account). If you fail to make your required payments on your Credit Account or otherwise fail to comply with the terms of this Cardholder Agreement, you could lose all funds in your Collateral Account. You were provided the Collateral Account Agreement when you applied for the Credit Account. That Collateral Account Agreement includes, among other important provisions, information on the security interest you have granted to the Bank in your Collateral Account and the Bank's rights against all funds in that Collateral Account in the event of your Default under this Cardholder Agreement.

**More Information About Penalty Fees.** If your total Minimum Payment Due is not received by your Payment Due Date, a Late Payment Fee will be assessed. For your first late payment after establishing the Credit Account, your Late Payment Fee may be up to \$25. For any other late payment, your Late Payment Fee may be up to \$27. However, no Late Payment Fee will exceed the total minimum payment that was due. The Returned Payment Fee will not exceed the total minimum payment that was due.

**This Credit Account and the Collateral Account Are Only Available Electronically.** This Credit Account and the Collateral Account are only available electronically. By applying for the Credit Account and Collateral Account you agreed to receive all disclosures electronically. See **Consent to Electronic Disclosures** in your Cardholder Agreement and your Collateral Account Agreement. If you do not have the systems needed to receive disclosures electronically, we cannot provide this Credit Account or the Collateral Account to you.

**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 1-844-341-7800.



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## YOUR CREDIT CARD AGREEMENT WITH US

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

This Secured Credit Card Agreement (“**Cardholder Agreement**”) is your agreement with us for your Credit Account. For all purposes in this Cardholder Agreement the terms “**you**” and “**your**” refer to you, the person who applied for and received this Credit Account; the terms “**we,**” “**us,**” “**our**” and the “**Bank**” refer to Green Dot Bank, who is the issuer of your Credit Account. Other defined terms used in this Cardholder Agreement:

- “**Account**” and “**Credit Account**” means the VISA credit card account that is opened for you and that is subject to the terms of this Cardholder Agreement.
- “**Approved Credit Limit**” has the meaning given in Section 4 of this Cardholder Agreement.
- “**Available Credit**” is the amount of credit you may use without exceeding your Credit Limit. Subject to Section 9 of this Cardholder Agreement, your Available Credit will be equal to the amount of your Credit Limit, minus the sum of (a) your New Balance, plus (b) any Purchases and Cash Advances that we have authorized but that have not yet posted to your Credit Account, plus (c) any payments that have not yet cleared as of the closing date of your Billing Cycle. As provided in this Cardholder Agreement, your Available Credit will change from time to time based on changes in your Credit Limit, your use of the Account for Purchases and Cash Advances, and as you make payments on your Credit Account.
- “**Billing Cycle**” means the interval between billing statements. Each billing statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that billing statement.
- “**Business Day**” means every day except Saturdays, Sundays and federal holidays.
- “**Card**” means the credit card issued to you for your Credit Account.
- “**Cash Advance**” means a credit advance of cash that you obtain on your Credit Account in any of the following ways: (a) by presenting the Card (or any credit device we supply to you) to any participating VISA financial institution to obtain cash, or (b) by using the Card at an Automated Teller Machine (“ATM”) or other device available for this purpose to obtain cash.
- “**Cash Credit Limit**” means the dollar limit of Cash Advances that you may have outstanding on your Credit Account at any time.
- “**Collateral Account**” has the meaning given in Section 1 of this Cardholder Agreement, and is the deposit account you have with us that secures your debt under this Cardholder Agreement.
- “**Debt**” has the meaning given in Section 13 of this Cardholder Agreement.
- “**Default**” has the meaning given in Section 13 of this Cardholder Agreement.
- “**New Balance**” means the total outstanding balance in your Credit 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 Credit 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 Credit Account since the end of the previous Billing Cycle. We then add the appropriate Interest Charges and fees and make other applicable adjustments.
- “**Participating Retailer**” means those retail merchants that will, subject to you paying a service fee to the retail merchant, either (a) accept cash from you to fund your Collateral Account or



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(b) accept cash from you to make payments on your Credit Account. You can view a list of Participating Retailers at [www.attheregister.com](http://www.attheregister.com).

- **“PIN”** means a personal identification number assigned to your Credit Account.
- **“Purchase”** means your purchase of goods or services with the use of a Card or Credit Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone). Tax payments made with your Credit Account (including any fees charged by a tax agency) are Purchases.

**1. Secured Credit Card Account.** Your Credit Account is secured by a deposit account that you were required to establish and maintain in order to have the Credit Account (referred to as the **“Collateral Account”**). If you fail to make your required payments on your Credit Account or otherwise fail to comply with the terms of the Cardholder Agreement, you could lose all funds in your Collateral Account. You were provided the Collateral Account Agreement when you applied for the Credit Account. That Collateral Account Agreement includes, among other important provisions, information on the security interest you have granted to the Bank in your Collateral Account and the Bank’s rights against all funds in that Collateral Account in the event of your Default under this Cardholder Agreement.

**2. Agreement to Terms.** By applying for a Credit Account, signing the Card or otherwise using or consenting to the use of the Credit Account, you agree to the terms and conditions of this Cardholder Agreement and that this Cardholder Agreement will govern your Credit Account, the use of your Card, and all credit extended under this Cardholder Agreement. You also agree that your use of your Credit Account, whether by use of your Card or otherwise, will constitute your acceptance of, and will be subject to, this Cardholder Agreement. Your Credit Account will not be opened until we have received your deposit to your Collateral Account, in an amount of at least \$200, as described below in **“Establishing Your Approved Credit Limit and Initial Credit Limits.”**

**3. Using Your Credit Account.**

(a) **Available Transactions.** Subject to your total Credit Limit and Cash Credit Limit (see Sections 4 through 8 below), you may use your Card and your Credit Account to make Purchases and obtain Cash Advances so long as you are not in Default of this Cardholder Agreement. You may not obtain balance transfers from your Credit 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 but subject to the amount and frequency limits stated below in this Section 3. When you fund your account, a PIN can be assigned to you. If a PIN is assigned to you, you can obtain a Cash Advance at any authorized ATM by using your Card and PIN.

(b) **Limitations on Using Your Credit Account.** You agree to use your Credit Account only for personal, family, or household purposes. You also promise that your Credit Account will not be used for purposes that are illegal under state or federal law, including without limit 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 Credit Account or refuses to accept your Card. We may decline any transaction at any time.

(c) **Additional Limits on Cash Advances.** In addition to the limits on Cash Advances based on your Cash Credit Limit (see Section 8, below), Cash Advances will be limited by frequency and amount as follows:



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- (i) No more than two Cash Advance transactions per day
- (ii) Maximum Cash Advance limit equal to one-half of your Cash Credit Limit for any single transaction

**4. Establishing Your Approved Credit Limit and Initial Credit Limits.** When you apply for a Credit Account, we will, if we approve your application, establish an Approved Credit Limit for you. This Approved Credit Limit will be based on our assessment, in our sole judgment, of your ability to repay the full amount of your Approved Credit Limit.

Your Approved Credit Limit might not be the same as your actual Credit Limit. That is because the Approved Credit Limit is conditioned on you making a deposit to your Collateral Account in an amount no less than the Approved Credit Limit. If your deposit to your Collateral Account is for less than the amount of your Approved Credit Limit, your actual Credit Limit will be limited to the amount of your deposit. Your deposit also cannot be any less than \$200. If you then make additional deposits to your Collateral Account (see your Collateral Account Agreement for information on adding funds to your Collateral Account) we usually will increase your Credit Limit up to the lesser of your Approved Credit Limit or the balance of your Collateral Account. However, if we determine at the time of your additional deposit to your Collateral Account that you might not have the ability to repay the full amount of your Approved Credit, we will increase your Credit Limit only to the extent that we are satisfied with your ability to repay.

**5. Amount of Your Credit Limit and Cash Credit Limits.** Your initial total Credit Limit will be equal to the lesser of your Approved Credit Limit or the amount you deposit to your Collateral Account, subject to a minimum deposit requirement of \$200. Your Cash Credit Limit will be equal to one-half of your total Credit Limit.

**6. Notifying You of Your Credit Limits.** If we approve your application, the Approved Credit Limit for your Credit Account will be disclosed to you both at the time of approval and when we send you your Card. Your actual Credit Limit will depend on the amount you deposit to your Collateral Account (see “**Establishing Your Approved Credit Limit and Initial Credit Limits**” in Section 4, above). We will notify you of any change in your Credit Limit and Cash Credit Limit as may be required by law. Changes to your Credit Limit or Cash Credit Limit may take effect before you receive such notice. Your billing statement for your Credit Account will disclose your Credit Limit and the amount of your Available Credit as of the closing date of your Billing Cycle.

**7. Future Credit Limit Changes.** We may increase or decrease your total Credit Limit and Cash Credit Limit in our discretion. **Increasing the funds in your Collateral Account will not necessarily result in an increase in your Credit Limits.** However, the balance of your Collateral Account is one factor we will consider when making your Credit Limit decisions.

**8. Your Credit Limit Obligations.** Your Credit Limit after opening your Credit Account will appear on your billing statements. Your available Cash Advance credit is determined by subtracting your total outstanding Cash Advances from your Cash Credit Limit. Your total outstanding Cash Advances is determined by adding all unpaid Cash Advances from prior billing statements and any Cash Advance you received after your last billing statement was issued.



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You promise not to engage in any transactions that will cause you to exceed your total Credit Limit or your Cash Credit Limit. This means that your Credit Account balance, including Interest Charges and fees, plus any transactions we have authorized but that have not yet been processed, may not exceed your Credit Limit at any time. It also means that the outstanding balance of your Cash Advances, including Interest Charges and fees, plus any Cash Advance transactions that we have authorized but that have not yet been processed, may not exceed your Cash Credit Limit at any time.

If you attempt a transaction that would cause you to exceed your total Credit Limit or your Cash Credit Limit, we may in our discretion authorize the transaction without increasing your total Credit Limit or Cash Credit Limit or we may deny the authorization. If we do allow you to exceed your total Credit Limit or Cash 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, you agree that if you exceed your total Credit Limit or Cash Credit Limit at any time you will immediately pay us for the full amount of the excess over the total Credit Limit or Cash Credit Limit, as applicable.

### 9. Credit Availability.

(a) **General Rules.** Subject to this Section, payments on your Credit Account and changes to your Credit Limit will change the amount of your Available Credit. This Section describes when your Credit Account payments will be credited for purposes of your Available Credit. Crediting of payments for purposes of your scheduled payment obligations is described in “**Receipt and Crediting of Payments**” in Section 11, below.

(b) **Certain Payments from Your Bank Account.** Subject to this Section 9(b) and for purposes of your Available Credit **only**, the following payments you make on your Credit Account will increase your Available Credit within 8 to 12 calendar days after we receive the payment:

- (i) Single or recurring automatic payments from your bank account you schedule by logging on to our website at [www.greendot.com/platinum](http://www.greendot.com/platinum).
- (ii) Single or recurring automatic payments from your bank account you authorize by telephone using our Telephone Customer Service to speak to a live Customer Service representative. We will charge you a fee to make these live Customer Service phone payments unless you request the payment to be made in the future (see “**Fees**” in Section 16, below).
- (iii) Single payments from your bank account you authorize by telephone using our interactive voice response (IVR) system without speaking to a live Customer Service representative. Recurring, automatic payments may not be scheduled using the IVR.

For any of the above payments, and for debit card payments described in Section 9(c) below, we may require you to help us to confirm that the payment is being made from an account that you own. Whether we require this will depend on various factors, including the length of your relationship with us. To confirm ownership of your account, you **MUST** send a bank statement (or debit card statement, if making your payment from your debit card) or a voided check for your bank account clearly showing your name and the account number for the account to be charged to [pymtvalidationcc@greendotbank.com](mailto:pymtvalidationcc@greendotbank.com) or you may fax it to 609-683-1279. Your payment will post to your Credit Account effective the date we receive it (if that is before 5 p.m. Eastern Time on a Business



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Day), **but your Available Credit WILL NOT BE INCREASED** until we have confirmed proof of your bank or debit card account ownership, which may take up to 10 days after we receive your bank account information.

(c) **Payments by Debit Card.** You can make payments from your debit card by logging on to our website at [www.greendotcredit.com](http://www.greendotcredit.com). Subject to this Section 9(c) and Section 9(b) above and for purposes of your Available Credit **only**, debit card payments made on our website will increase your Available Credit on the next Business Day if your payment is made by 5:00 p.m. Eastern Time on a Business Day; payments made on other than a Business Day or after 5:00 p.m. Eastern Time on a Business Day will increase your Available Credit on the second Business Day after you make your payment. However, for these debit card payments, we may require you to help us to confirm that the payment is being made from an account that you own as described in Section 9(b) above.

(d) **Payments by Check or Money Order.** For purposes of your Available Credit **only**, payments you make on your Credit Account by check or money order will increase your Available Credit within 8 to 12 calendar days after we receive the payment.

(e) **Cash Payments at Participating Retailers.** When you make payments on your Credit Account in cash at Participating Retailers (see “**Making Payments**” in Section 10, below) by 5 p.m. Eastern Time on a Business Day, your increased Available Credit will be effective within a few minutes after you make the payment. However, the Participating Retailer will charge you a service fee for making such payments. Ask the Participating Retailer for the amount of the fee before conducting this transaction.

### 10. **Promise to Pay.**

(a) **General Promise to Pay.** You promise to pay us all amounts you owe on your Credit Account, including without limit the total amount of all Purchases, Cash Advances, Interest Charges and all other charges and fees described in this Cardholder Agreement. You must make a payment every month that your Credit Account reflects a New Balance (the New Balance is the entire amount that you owe us at that time). If we do not receive your Minimum Payment Due by the Payment Due Date reflected on your billing statement it will be considered late and you will be in Default. See “**Our Rights Upon Default**” in Section 13, below, for consequences of Default.

(b) **Making Payments.** All payments to us must be made in U.S. Dollars. You may not make more than one payment on your Account in any rolling seven-day period. You can either make payments in cash at a Participating Retailer, or by any of the following other methods: (i) sending a check or money order to us at the address disclosed on your billing statement, (ii) authorizing a payment from your bank account using our Telephone Customer Service and speaking with a Customer Service representative, (iii) authorizing a payment from your bank account by telephone using our IVR system without speaking to a Customer Service representative, (iv) scheduling either a one-time payment or automatic recurring payments from your bank account by logging on to our website at [www.greendot.com/platinum](http://www.greendot.com/platinum), or (v) scheduling a one-time payment from your debit card by logging on to our website at [www.greendotcredit.com](http://www.greendotcredit.com). Certain of these payments will require that you confirm that you own the account from which the payment will be made, as described in Section 9(b) above.

We will charge you a fee when you use our Telephone Customer Service to speak to a Customer Service representative to make a payment unless you request that the payment be made on a date in the future





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(see “**Fees**” in Section 16, below). If you make your payment at a Participating Retailer, the Participating Retailer will charge you a service fee. Ask the Participating Retailer for the amount of the fee before conducting this transaction. In addition, any payment that you make at a Participating Retailer must be for at least \$20.

(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 each billing statement. The Payment Due Date will be the same day of each calendar month (although if the Payment Due Date is not a Business Day, we will treat any payment received by us by 5:00 p.m. Eastern Time on the next Business Day as having been made on the Payment Due Date). See “**Receipt and Credit of Payments,**” below. If your Minimum Payment Due is not received by your Payment Due Date, you will be charged a Late Payment Fee (see “**Fees**” in Section 16, below).

If the “New Balance” shown on your monthly billing statement is less than \$25.00, your Minimum Payment Due will be the New Balance. If the New Balance is \$25.00 or more, your Minimum Payment Due will be equal to any amount that is past due on your Credit Account plus the greater of (i) \$25.00 or (ii) the sum of 2% of the New Balance, plus interest and Late Payment Fees (rounded to the next higher whole dollar amount). If your balance exceeds your Credit Limit, we also require that you pay the over-limit amount, but that amount is not included in your Minimum Payment Due. Any credits on your Credit Account will not be used to meet the Minimum Payment Due amount.

**11. Receipt and Crediting of Payments.** To ensure a timely payment, we must receive your payment by 5 p.m. Eastern Time on a Business Day in order to be credited to your Credit Account on that day. For purposes of your payment obligations, the following describes when your payments must be made in order to be credited to your Credit Account on a timely basis.

(a) **Check or Money Order Payments.** A conforming payment received by us by 5:00 p.m. Eastern Time will be credited to your Credit Account when we receive it. A “conforming payment” is a payment by check or money order drawn on a U.S. financial institution (or the U.S. Postal Service, for money orders) that is capable of being processed through the Federal Reserve System, is payable to Green Dot Bank, and has your Credit Account number written on it. Any check or money order that does not meet these requirements will be considered “non-conforming” which may delay the crediting of the payment for up to 5 days. Please allow 7 to 10 business days for the U.S. Postal Service to deliver your payment to us.

(b) **Other Payment Options.** All other “conforming payments” received by us by 5 p.m. Eastern Time on a Business Day will be credited to your Credit Account the day of receipt. A “conforming payment” is a payment that includes your Credit Account number and is made in any of the following ways:

(i) Individual electronic payments scheduled by you by logging on to our website at [www.greendot.com/platinum](http://www.greendot.com/platinum), if scheduled prior to 5:00 p.m. Eastern Time on a Business Day. If you schedule recurring, automatic payments on our website, you will have agreed with us to make automatic payments from your bank account and we will deduct each Minimum Payment Due from your bank account on the Payment Due Date reflected on your billing statement and will credit your Credit Account on that day.





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(ii) Electronic payments scheduled by you using our Telephone Customer Service to speak to a live Customer Service representative prior to 5:00 p.m. Eastern Time on a Business Day. We will charge you a fee to make these phone payments unless you request that the payment be made on a future date (see “**Fees**” in Section 16, below).

(iii) Payments you make using our IVR service without speaking to a Customer Service representative if scheduled prior to 5:00 p.m. Eastern Time on a Business Day.

(iv) Payments that you make in cash at a Participating Retailer prior to 5:00 p.m. Eastern Time on a Business Day. The Participating Retailer will charge you a service fee to accept your payment. Ask the Participating Retailer for the amount of the fee before conducting this transaction.

(v) Payments that you make by debit card by logging on to our website at [www.greendotcredit.com](http://www.greendotcredit.com), if scheduled prior to 5:00 p.m. Eastern Time on a Business Day.

All non-conforming payments will be credited to your Credit Account within 5 days so long as we can identify your Credit Account.

(c) **Application of Payments.** Subject to applicable law, we will apply and allocate payments up to the Minimum Payment Due and any credits on your Credit Account among balances and charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us. When your Annual Fee is due, we will apply your payment first to the unpaid balances of your Account, up to the Minimum Payment Due, and then to the Annual Fee.

(d) **Irregular Payments.** We can accept late payments, partial payments, or conditional checks or money orders or any checks or money orders marked “payment in full” without losing our rights under this Cardholder Agreement, including the right to require full payment of all amounts owed under this Cardholder Agreement.

**12. 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 Credit Account for several days (usually until the date the actual Purchase amount is received by us from the merchant).

### **13. Our Rights Upon Default.**

(a) **Events of Default.** The Bank may, without prior notice, declare you in default under this Cardholder Agreement if any of the following occurs (a “**Default**”): (i) you fail to meet the conditions, to perform any obligation, or to make any required payment under this Cardholder 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 misrepresentations; (iii) you exceed 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. If you Default, the Bank may declare all of the Debt immediately due and payable. The Bank may also exercise all the rights of an owner of the Collateral Account, as provided in your Collateral



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Account Agreement. **"Debt"** includes all amounts you owe to the Bank, including but not limited to interest, fees and charges that may accrue under your Credit Account, and also include without limitation any continuing guaranty arising from the Credit Account, as well as each extension, refinance or renewal of such obligations, and any expenses that the Bank incurs in enforcing your obligations under this Cardholder Agreement, including fees for independent and/or in-house counsel, where allowed by law. Your Collateral Account does not secure any obligations to us other than the Debt, as defined above.

(b) **Our Rights Upon Your Default.** Upon any Default, we are authorized to exercise all of our rights under the security interest that you have granted to us in your Collateral Account. See your Collateral Account Agreement for details. Without limiting the foregoing, we may act as owner of the Collateral Account and apply all or any portion of the funds in the Collateral Account to repayment of the Debt and our costs in enforcing our rights hereunder and under the Collateral Account Agreement. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy Debt. In addition and by way of example, if you are in Default, we may close your Credit Account without notice and require you to pay your unpaid balance immediately. 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 Cardholder Agreement.

Our rights stated in this Cardholder Agreement and in the Collateral Account Agreement are in addition to any others it has under the law. If there is a conflict regarding the security interest between this Cardholder Agreement or Collateral Account Agreement and any other agreement, this Cardholder Agreement and the Collateral Account 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 Collateral Account even if you are no longer liable on Debt because of a statute of limitations or because of other reasons. Until Debt is fully repaid and you have no further obligations under this Cardholder 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.

**14. Authorized Users.** If you give your Card to any other person to use or otherwise authorize any person to use your Credit Account you will be responsible for all charges that such person makes on your Credit 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 give to another person to use your Credit 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 Credit Account number.

**15. Billing Statements.** Each month while your 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 login to your Credit Account at [www.greendot.com/platinum](http://www.greendot.com/platinum) to view and print your billing statement. We may discontinue sending billing statements to you if we deem your Credit Account to be uncollectible or if we sent your Credit Account to an attorney or other third party for collection purposes. Even though you may not receive a



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billing statement in such instances, you understand and agree that periodic Interest Charges may continue to accrue on your Credit Account.

### 16. Fees.

(a) **Annual Fee.** We will impose an Annual Fee on your Credit Account of **\$39.00**. We will charge the first Annual Fee to your Credit Account when it is opened. After you have opened your Account, the Annual Fee will be charged to your Account on approximately the same date as your Credit Account was opened and every 12 months thereafter whether or not you use your Account. The Annual Fee is not refundable even if your Credit Account is closed before the end of the year for which you paid the Annual Fee.

(b) **Late Payment Fee.** If your Minimum Payment Due is not received by your Payment Due Date, a Late Payment Fee will be assessed. For your first late payment after establishing the Credit Account, your Late Payment Fee may be up to \$25. For any other late payment, your Late Payment Fee may be up to \$27. However, the Late Payment Fee will not exceed the Minimum Payment Due.

(c) **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 **\$27** or the amount of your required Minimum Payment Due immediately prior to the date on which the payment is returned.

(d) **Cash Advance Fees.** We will impose a Cash Advance Fee for each Cash Advance you obtain, equal to the greater of **\$5** or **5%** of the amount of each Cash Advance.

(e) **Foreign Transaction Fees.** We will impose a Foreign Transaction Fee equal to **3%** of each Foreign Transaction, measured in U.S. dollars (see "**Foreign Transactions**" below for additional restrictions on such transactions).

(f) **Card Replacement Fee.** We will impose a **\$10.00** fee for each new Card issued to replace a Card for any reason (including the issuance of a new Card to replace a lost, stolen or damaged Card, but excluding the issuance of a new Card to replace an expiring Card).

(g) **Expedited Card Delivery Fee.** We will impose a **\$30.00** fee if you request that we expedite the delivery of any Card to you.

(h) **Phone Payment Fee.** We will impose a **\$4.00** fee if you use our Telephone Customer Service to speak to a live Customer Service representative for scheduling of a payment to your Credit Account, unless you request that the payment be made on a future date.

(i) **Fees for Other Services.** We may charge you other fees for services associated with your Account that you request in accordance with applicable law.

(j) **Participating Retailer Service Fee.** This fee will be charged by a Participating Retailer if you use cash at the Participating Retailer to fund your Collateral Account or to make a payment on your Credit Account. Ask the Participating Retailer for the amount of the fee before conducting this transaction.

### 17. Interest Charges.



## Secured Credit Card Agreement

(a) **When Interest Charges Begin; Grace Periods for Purchases Only.** We calculate Interest Charges separately for Cash Advances and Purchases. There is no grace period for Cash Advances so you will pay Interest Charges on all Cash Advances from the date they are posted to your Credit Account until paid in full.

You will pay an Interest Charge on Purchases from the date they are posted to your Credit Account until paid in full, unless the Purchase is subject to a grace period. There is a grace period during which no Interest Charge will be imposed on Purchases. Each Payment Due Date will be at least 25 days from the statement closing date and is printed on each billing statement you receive. Purchase transactions appearing on your billing statement ("**New Purchases**") will not be subject to an Interest Charge if:

1. you either had no balance owed reflected on your immediately prior billing statement or paid the New Balance reflected on your immediately prior billing statement in full by the Payment Due Date shown on that Billing Statement, and
2. you also 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 satisfy condition 1 above, the New Purchases will be subject to an Interest Charge from the day they were posted to your Credit Account. If you satisfy condition 1 above but do not satisfy condition 2 above, New Purchases will be subject to an Interest Charge from the date posted to your Credit Account until paid in full.

(b) **How We Calculate Your Interest on Purchases: Average Daily Balance Method (Including New Purchases).** We calculate a portion of the Interest Charge on your Credit Account by applying a Monthly Periodic Rate to the "Average Daily Balance of Purchases" on the Account (including new Purchases for which you do not have a grace period). The "Monthly Periodic Rate" is determined by dividing the **Annual Percentage Rate** by 12. To get the Average Daily Balance of Purchases, we take the beginning balance of Purchases on the Credit Account each day; add any New Purchases posted to your Credit Account 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 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.

(c) **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 Credit Account by applying a Daily Periodic Rate to the "Average Daily Balance of Cash Advances" on the Account. The "Daily Periodic Rate" is determined by dividing the **Annual Percentage Rate** by 360. To get the Average Daily Balance of Cash Advances, we take the beginning balance of Cash Advances on the Credit Account each day; add any new Cash Advances posted to your Credit Account 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.

(d) **Calculation of Interest Charges.** We calculate a portion of your Interest Charge by multiplying a Monthly Periodic Rate by your Average Daily Balance of Purchases (including new Purchases for which there is no grace period), and by multiplying a Daily Periodic Rate by your Average Daily Balance of Cash



## Secured Credit Card Agreement

Advances (including new Cash Advances). We add together the results of these daily calculations to get your total Interest Charge for the Billing Cycle, subject to a minimum Interest Charge of \$1.00 for each Billing Cycle during which Interest Charges based on a periodic rate are imposed.

**18. Consent to Electronic Disclosures.** This Credit Account is only available electronically. In order for you to obtain and maintain the Account, you agree to receive all disclosures electronically. Those disclosures will include your billing statements, annual privacy notices, any change in terms notices, and any other disclosures that we are required or choose to provide to you (collectively, the **"Account Materials"**). If you use our Telephone Customer Service to schedule recurring payments to your Credit Account, you also agree that we will provide a copy of your payment authorization to you electronically. In order to receive these Account Materials electronically, you must have the following systems (the **"System Requirements"**):

- a personal computer
- Microsoft Windows 7 or Mac OS 10.X or higher
- a secure (encrypted) Web Browser (Firefox 38 or higher, Internet Explorer 11 or higher, Chrome 43 or higher, Safari 8 (Mac) or higher)
- Internet access through an Internet Service Provider (ISP)
- a valid email address
- for viewing electronic account statements, Adobe Reader. To download a free copy of Adobe Reader, please visit <https://get.adobe.com/reader/>

If you cannot satisfy these System Requirements, you should not accept the Credit Account. If you satisfy the System Requirements now but for some reason cannot do so in the future, you should close your Credit Account. See **"Cancellation and Change in Terms"** in Section 25 of this Cardholder Agreement for more information on closing your Credit Account and the consequences of doing so.

**19. Liability For Certain Unauthorized Credit Card Transactions.** If you believe that your Card or Credit Account has been used without your permission, contact us at once by calling our Customer Service Department at 1-866-291-0818. Or you may write to us at P.O. Box 9206, Old Bethpage NY 11804. If you choose to write to us, be sure to include your account number, the dollar amount of your suspected error and, if you believe there is an error on your bill, why you believe it is an error. Except as provided below, your liability for unauthorized transactions that take place on the VISA system is zero dollars (\$0). We may require you to provide a written statement regarding claims of unauthorized transactions. This protection does not apply if we determine that you have been fraudulent or negligent in the handling of your Card. These provisions limiting your liability also do not apply to any credit transactions that are not processed by VISA. See **"YOUR BILLING RIGHTS"** 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.

**20. Disputes.** We are not responsible for refusal by any merchant, financial institution, 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 of this Cardholder Agreement below. You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant concerned.



## Secured Credit Card Agreement

**21. 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 Credit Account. If we have not terminated your account or exercised our right not to renew your Credit Account, we will send you a new Card when your prior Card expires.

**22. No Waiver of Rights.** We may delay in enforcing our rights under this Cardholder 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.

**23. Our Communications With You.** You agree that we (and our affiliates, agents, and contractors) may monitor or record any calls between you and us. If we need to contact you to service your Credit Account or to collect amounts you owe to us, you authorize us (and our affiliates, agents, and contractors) to contact you at any number (a) you have provided to us (b) from which you called us, or (c) which we obtained and believe we can reach you at. We may contact you in any way, such as calling, texting, or email. We may contact you using an automated dialer or using artificial or pre-recorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider. You agree to promptly notify us if you change any contact information you provide to us. This includes your name, mailing address, email address or phone number.

**24. Assignments and Transfers.** Your rights under this Cardholder Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Cardholder Agreement shall be binding upon your estate or personal representatives. We may sell your Credit Account and Collateral Account and/or assign or transfer this Cardholder Agreement and our related rights and obligations without prior notice to you and without your consent.

**25. Cancellation and Change in Terms.**

(a) **You May Close Your Credit Account.** You may close your Credit Account at any time by notifying us at 1-866-291-0818. We will cancel your Credit 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 Credit Account.

(b) **We May Close Your Credit Account.** Even if you are not in Default, we may:

- close your Credit Account,
- cancel or suspend your privileges to make Purchases or obtain Cash Advances, or
- otherwise cancel or suspend any Credit Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Cardholder Agreement). We may do so for any reason, including Credit 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 Credit Account is Closed.** If either you or we close your Credit Account you may not make further Purchases or Cash Advances with your Card or Credit Account. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your





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Credit Account prior to or subsequent to cancellation). We also will return to you the funds from your Collateral Account only as described in the Collateral Account Agreement.

**26. Changing Terms of Your Credit Account.** We may amend the terms of this Cardholder Agreement, including the amount of any Credit Account fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Cardholder Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Credit Account. If required by applicable law, we will (a) send notice of the changes to you at the address shown on our records for 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 the Credit Account and you will be required to repay the amount that you owe us under the terms and conditions of the then-existing Cardholder Agreement.

**27. Governing Law.** You understand and agree that (a) this Cardholder 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 Credit Account was opened or will be continued after approval by us in the State of Utah. If any provision of this Cardholder Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law.

**28. Obtaining Credit Information.** When you applied for your Credit 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 Credit 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.

**29. Foreign Transactions.** You may choose to use your Card to make a Purchase in a foreign country (a "Foreign Transaction"). If your Foreign Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Visa International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing Foreign Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. In addition, we will charge you a Foreign Transaction Fee as disclosed in the Schedule of Fees. We monitor your accounts 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 Credit 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.





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**30. Disclosure of Information to Third Parties.** By requesting, obtaining or using a Credit Card from us you agree that we may release information in our records regarding you and your Credit Account: (a) to comply with government agency or court orders; (b) to share your credit performance with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you on your Credit Account; (c) to provide information on your Credit 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 Credit Account; or (e) as otherwise permitted by the Bank's privacy policy. We provide a copy of the Bank's privacy policy at the time your Credit Account is established and annually thereafter. Our privacy policy is also available on our website at [www.greendot.com/platinum](http://www.greendot.com/platinum).

**31. Furnishing Information to Third Parties.** If you believe that we have furnished any inaccurate information relating to your Credit Account to any consumer-reporting agency, you may notify us at the following address: P.O. Box 9206, Old Bethpage NY 11804. To help us respond to your notification, you must include your Credit 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 at the following address and toll-free number: Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111; Trans Union, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742.

**32. 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 CREDIT CARD ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

**33. Force Majeure.** Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Cardholder Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

**34. 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 1-844-341-7800.

**35. State Disclosures.**

**California Residents:** After credit approval, each applicant shall have the right to use the Credit Account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.



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**Delaware Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances of the Credit Account from month to month.

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

**Maryland Residents:** Finance charges will be imposed on the Credit 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.

**New York, Rhode Island and Vermont Residents:** We may obtain a consumer credit report for any legitimate purpose in connection with your Credit Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Credit Account. Upon your request, we will inform you of the names and addresses of any credit reporting agencies that have furnished the reports.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

**Wisconsin Residents:** If you are married, 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 Green Dot Bank if you have a spouse who needs to receive notification that credit has been extended to you.

### ARBITRATION NOTICE

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

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

**IMPORTANT STATEMENT CONCERNING ACTIVE DUTY MILITARY SERVICE: If you are on active duty military service when you apply for or establish this Credit Account (including active guard or reserve service) or you are a spouse or dependent of a person who is on such active duty military service at**



Secured Credit Card Agreement

**that time, then so long as such active duty military service continues, this arbitration provision does not apply to you, nor do any provisions that waive any right to legal recourse under any state or federal law.**

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

*Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims made by or against the Bank or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

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

*Individual Claims Only.* It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

*Arbitration Fees.* If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.



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*Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

### **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:

Green Dot Bank  
P.O. Box 9206  
Old Bethpage, NY 11804

In your letter, give us the following information:

- *Account information:* Your name and Credit Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, 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 bill is correct.



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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 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 bill 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 bill 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 Credit 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 Credit Card for the Purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Credit 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:

Green Dot Bank  
P.O. Box 9206  
Old Bethpage, NY 11804



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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.

Rev. 8/2020