## **Important Terms and Collateral Account Agreement**

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	19.99%
APR for Cash Advances	19.99%
How to Avoid Paying Interest on Purchases	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.
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	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 http://www.consumerfinance.gov/learnmore
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.  \$39.00
Transaction Fees	
Cash Advance	Either \$5 or 5% of the amount of each cash advance, whichever is greater.
Foreign Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to <b>\$27</b>
Over-the-Credit Limit	None
Returned Payment	Up to <b>\$27</b>

<u>How We Will Calculate Your Balance.</u> We use a method called "average daily balance (including new purchases)."

<u>Billing Rights.</u> Information on your rights to dispute transactions and how to exercise those rights will be provided in your Cardholder Agreement.

Secured Credit Card Account. This is an application for a secured credit card account. In consideration of the issuance of this secured credit card account, you have authorized the Bank to open a deposit account, called the "Collateral Account," in your name. If you fail to make your required payments on your secured credit card account or otherwise fail to comply with the terms of the Cardholder **Agreement, you could lose all funds in the Collateral Account.** To secure all of your obligations arising under this secured credit card account, you assign, transfer, pledge, grant a security interest in, and set over to the Bank all rights, title and interest in the Collateral Account and in all renewals, additions and proceeds of the Collateral Account. You agree that this security interest, pledge, and assignment includes and gives the Bank the right to redeem, collect and withdraw any part of the full amount of the Collateral Account upon any default under the Cardholder Agreement or in the event your secured credit card account is terminated for any reason. You acknowledge and agree that this security interest, pledge, and assignment means that the Bank has exclusive control over the Collateral Account. You may not make any withdrawals from the Collateral Account while it secures your credit card. The Collateral Account is a non-interest bearing account; therefore, no interest will be paid to you on the Collateral Account. This security interest, pledge, and assignment is given as security for any and all amounts you may owe, including but not limited to interest, fees and charges that may accrue under your secured credit card account. You agree that if the secured credit card account is closed for any reason, the Bank may apply funds in the Collateral Account to pay off any balance on the credit card account. If there are still funds remaining in the Collateral Account after doing so, these funds may remain on deposit for up to 60 days before being remitted to you. See the Collateral Account Agreement below.

Funding Your Collateral Account and Opening Your Credit Account. After we have approved your Credit Account, you must make a deposit of at least \$200 to your Collateral Account before the Credit Account can be opened. You must fund your Collateral Account (make a deposit to it) within sixty (60) days after we notify you of your Approved Credit Limit or we will not finalize the approval of your application and you would need to reapply for the Credit Account if you still want the Credit Account. See the Collateral Account Agreement below for information on funding your Collateral Account.

<u>More Information About Penalty Fees.</u> If your total Minimum Payment Due is not received by your Payment Due Date, a Late Payment Fee of \$27 will be assessed. However, the Late Payment Fee will not exceed the total minimum payment that was due. The Returned Payment Fee will not exceed the total minimum payment that was due.

The Credit Account and the Collateral Account Are Only Available Electronically. The Credit Account and the Collateral Account are only available electronically. That means that, in order for you to get this Credit Account and the Collateral Account, you must agree to receive all disclosures electronically. If you do not have the systems needed to receive disclosures electronically, we cannot provide the Credit Account or the Collateral Account to you. See Consent to Electronic Disclosures in your Collateral Account Agreement below.

<u>Negative Credit Reports.</u> You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying information.

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.

<u>California Residents:</u> A married applicant may apply for a separate Credit Account. 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.

<u>Delaware Residents:</u> 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.

<u>Maryland Residents:</u> Finance charges will be imposed on the Credit Account in amounts or at rates not in excess of those permitted by law.

<u>Ohio Residents:</u> 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.

<u>Wisconsin Residents:</u> 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.

Application Agreement: This application is for a credit card with Green Dot Bank. You certify that all information provided is true, correct, and complete and that you have the legal capacity to enter into this contract. The Bank is authorized to verify or check any of the information given and to obtain credit reports on you. You authorize the Bank to obtain information from others to investigate your credit, employment and income history and state records including state employment security agency records and to report information regarding your account to consumer reporting agencies. You agree that the Bank will determine the amount of credit extended, as well as which product you qualify for, based on the Bank's review criteria. If you do not qualify for the product or pricing requested or for the lowest pricing offered, you authorize the Bank to grant you the product and pricing for which you do qualify. You agree to be bound by the terms and conditions of the Cardholder Agreement, which will be sent to you, and understand that the terms of your credit card account may be changed at any time, subject to applicable law. You hereby stipulate to the terms of the arbitration program described in the Cardholder Agreement. You understand and agree that you will be liable for payment of all amounts owing on the account.

A consumer report from consumer reporting agencies will be obtained in considering this application and for the purposes of any update, renewal, extension of credit, review or collection of the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.

## **COLLATERAL ACCOUNT AGREEMENT**

This Collateral Account Agreement governs the terms of the deposit account that you authorized us to open in your name (the "Collateral Account"). By opening the Collateral Account, you agree that this Collateral Account Agreement, including the security interest provisions, forms a binding contract and makes up the entire agreement between you and the Bank regarding the handling of your Collateral Account. This Collateral Account Agreement applies to each deposit account at the Bank, as well as all substitutions and replacements thereof, that has been assigned or pledged by you as collateral for the Credit Account that will be issued to you by the Bank. You should retain a copy of this Collateral Account Agreement and any information that the Bank provides you regarding changes to this Collateral Account Agreement for as long as your Collateral Account is open. You should ask the Bank any questions you have about this Collateral Account Agreement. This Collateral Account Agreement may be changed by the Bank from time to time. Notice of a change may be provided by any means the Bank considers appropriate or as otherwise required by law, including by emailing you notice of changes to this Collateral Account Agreement. If any part of this Collateral Account Agreement is held invalid in a legal proceeding, it will not affect the validity of any other part. The Bank may assign the Collateral Account at any time and without providing prior notices to you of the assignment.

1. Grant of Security Interest in the Collateral Account. To secure all of your Debt arising under your Credit Account and under the terms of the Cardholder Agreement, you assign, transfer, pledge, grant a security interest in, and set over to us all of your rights, title and interest in the Collateral Account and in all renewals, substitutions of, and additions and proceeds of the Collateral Account. This is your "Security 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. No portion of the Collateral Account will be available to you or may be used to secure other loans.

- 2. Our Rights Over Your Collateral Account. The security interest, pledge and assignment in your Collateral Account given to us by you includes and gives the Bank the right to make settlements or compromises on the Collateral Account; transfer the Collateral Account to the Bank's own name; or exercise ownership rights on the Collateral Account. You waive any right to require the Bank to:
  (i) proceed against you or any other person; (ii) proceed against or exhaust any security you have provided to us through other agreements; or (iii) pursue any other remedy in the Bank's power. The Bank may, without prior notice, and from time to time: (1) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (2) take and hold security (other than the Collateral Account) for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (3) release or substitute you, any guarantor, or any endorser of the Debt; and (4) increase or lower the Credit Limit on your Credit Account, and no such action shall change the fact that the Collateral Account at all times will be held by the Bank as security for the Debt.
- 3. Events of Default. The Bank may, without prior notice, declare you in default under the 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 the 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 die; (iv) any government authority takes action that the Bank believes adversely affects your financial condition or ability to repay the Debt; (v) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (vi) 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. Bank may also exercise all the rights of an owner of the Collateral Account.
- 4. Our Rights Upon Your Default. Upon any Default, we are authorized to act as owner of the Collateral Account and to apply all or any portion of the funds in the Collateral Account to repayment of the Debt and Bank's costs in enforcing its rights hereunder. Bank is irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy Debt. Bank's rights stated in this 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 Collateral Account Agreement and any other agreement, this 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 Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against Bank. Bank can exercise its rights against 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 your Cardholder Agreement, you will subordinate in favor of Bank any right of subrogation and any right to enforce a remedy Bank now has or may later have.
- **5.** Closing Your Collateral Account; Returning the Funds. You may not close the Collateral Account until your obligations under the Cardholder Agreement have been fully paid and the Credit Account is closed. We may, in our discretion, close your Collateral Account at any time. If you or we

close your Collateral Account, we may return the funds in your Collateral Account to you by any of the following means: (i) by a transfer of the funds to a bank account you designate, and with your authorization; (ii) by sending a check to you at the address we have in our records; or (iii) some other method deemed sufficient by us. We may use the funds in the Collateral Account to pay any balances on your Credit Account. You agree that if the Credit Account is closed for any reason, we may apply the funds in this Collateral Account to pay off any balance on the Credit Account. We also may hold the funds in your Collateral Account for as long as 60 days after you have paid off your Credit Account balance and you Credit Account is closed. If a check we send to you is returned by the Post Office as undeliverable and if we cannot locate you, we will hold the funds from your Collateral Account until you either contact us and provide information on how to send the funds to you or until we are required to remit your funds to a state under an applicable unclaimed property law, whichever occurs first. For this reason, it is important you update your contact information with us if your email address, mailing address or telephone number changes.

## 6. The Bank's Liability to You.

Acts and Omissions of Other Financial Institutions. We will not be liable for the intentional wrongdoing or the lack of ordinary care by any financial institution to which we have forwarded a check, draft, or other order or instruction for the payment, transfer or withdrawal of funds (an "Item") for deposit to your Collateral Account.

**Waiver.** If the Bank waives any of its rights on any one occasion, it will not be considered a waiver of the Bank's rights on any other occasion.

**Verification of Transactions; Rights to Reverse Erroneous Credits.** All transactions, including without limitation those for which we have provided a receipt, are subject to our final verification. We may reverse any credit it has erroneously made to your Collateral Account, or for which funds were not finally collected by us, at any time without prior notice.

**General limitations.** We will have no liability to you with respect to your Collateral Account, other than as provided in this Collateral Account Agreement. We will meet our duty to care for your Collateral Account if we exercise ordinary care in the transaction at issue. When we take an Item for processing by automated means, "ordinary care" does not require that we examine the Item. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. A mere clerical error, or an honest mistake, will not be considered a failure of us to perform any of its obligations. Unless imposed by law, we will not be liable for consequential, special, punitive or indirect loss or damages.

- **7.** <u>Endorsements</u>. We are authorized to supply your endorsement to any Item taken for collection, payment or deposit to your Collateral Account.
- **8.** <u>Withdrawals</u>. This Collateral Account serves as the collateral for the Credit Account issued to you by the Bank. It may not be used to secure any other loans. The Bank has the right to require 7 days written notice before you withdraw or transfer money from this Collateral Account. Notwithstanding the foregoing sentence, you agree that you may not withdraw funds or exercise any other rights over this Collateral Account until your obligations under the Cardholder Agreement have been fully paid and the

Credit Account has been closed. See "Closing Your Collateral Account; Returning the Funds" above for terms and conditions regarding return of the funds and closure of your Credit Account.

- 9. <u>Deposited Items Returned Unpaid</u>. We have the right to charge back to your Collateral Account any Item deposited to your Collateral Account that is returned. We have the right to pursue collection of such Items, even to the extent of allowing the payor bank to hold an Item beyond the midnight deadline in an attempt to recover payment. These collection efforts may include sending such Items back for collection one or more times. We will have no liability for resubmitting or not resubmitting these Items (or for taking any other action we consider reasonable to recover payment) without notice to you.
  - 10. Non-Interest Bearing Collateral Account. No interest will be paid on this Collateral Account.
  - **11. Fees.** There are no fees for the Collateral Account.
- **12.** <u>Minimum Balance Limitations.</u> The minimum balance to open this Collateral Account is \$200.00. Neither your Credit Account nor your Collateral Account will be opened until we have received the minimum balance.
- 13. Deposits to Your Collateral Account. Other than depositing funds to secure your Credit Account, you will not be permitted to make deposits to the Collateral Account. The initial deposit to fund your Collateral Account must be at least \$200. You may make deposits to your Collateral Account at any time, up to your Approved Credit Limit, subject to the limits at participating retailers stated below. If you attempt to make a deposit that would cause the balance of your Collateral Account to exceed your Approved Credit Limit, we may reject that deposit. If we do allow the deposit, we are not required to do so in the future. In addition, increasing the balance of your Collateral Account will not necessarily increase your total Credit Limit or Cash Credit Limit for your Credit Account. If you choose to make deposits to your Collateral Account, each deposit must be for no less than \$50. You may make deposits to your Collateral Account either by (i) mailing us a check or money order at the address disclosed on our website, at www.greendot.com/platinum/deposit, or that we provide to you when we send you your credit card, or (ii) providing cash to fund your Collateral Account at any participating retailer. All deposits must be made in U.S. dollars. The maximum deposit at a participating Walmart® location is \$1,000 and is \$500 at other participating retailers. If you provide cash to a participating retailer to fund your Collateral Account, the participating retailer will charge you a fee for that service. Ask the participating retailer for the amount of the fee before conducting this transaction. You can view a list of participating retailers at www.attheregister.com.
- **14.** <u>Electronic Fund Transfer Disclosures</u>. If you provide cash to a participating retailer to fund your Collateral Account (see "Deposits to Your Collateral Account" above) this transaction could be conducted as an electronic fund transfer ("**Transfer**"). This Section includes Electronic Fund Transfer Disclosures that supplement other disclosures in this Agreement.

**Transfer Types and Limitations.** The only kind of electronic fund transfers that may be made to or from your Collateral Account are those Transfers that occur when you provide cash to a participating retailer to fund your Collateral Account. See "Deposits to Your Collateral Account" for limitations on adding funds to your Collateral Account.

Our Liability for Failure to Make Transfers. If we do not complete a Transfer to your Collateral Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance: (1) if the Transfer is not complete, or is reversed, because a third party does not permit the Transfer; (2) if circumstances beyond our control (such as fire or flood) prevent the Transfer, despite reasonable precautions we have taken; or (3) if there are other exceptions stated in our agreement with you.

**Transfers from Your Account.** Electronic fund transfers cannot be made from your Collateral Account. See "Withdrawals," above.

In case of errors or questions about your funding Transfers call us at 1-866-291-0818 or write us at P.O. Box 9206, Old Bethpage, NY 11804 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a funding Transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When reporting an error or making an inquiry: (1) tell us your name and account number; (2) describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (3) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you also send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Collateral Account within 10 business days for the amount you think is in error, so that you will have the benefit of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit your Collateral Account. For errors involving a new Collateral Account, we may take up to 90 days to investigate your complaint or question and we may take up to 20 business days to credit your Collateral Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Receipts.** You can get a receipt at the time you provide cash to a participating retailer to fund your Collateral Account. That receipt could describe your payment in various ways, including "GD reload", "Green Dot Reload", "GD Swipe Reload", "Universal Swipe Reload" or "Green Dot Transfer."

**Statements.** We will provide periodic statements for your Collateral Account (as part of your billing statement for your Credit Account) electronically by notifying you by email that your statement is available. When you receive this email, you will need to login to your Credit Account at www.greendot.com/platinum to view and print your statement.

**Business days.** Our business days are every day except Saturdays, Sundays and federal holidays.

**15.** Legal Actions Affecting Your Collateral Account. Your Collateral Account may be subject to legal action, such as a tax levy, third party garnishment, or levy, seizure or forfeiture. Such legal action is subject to the Bank's security interest and right of setoff. Fees or expenses the Bank incurs in responding

to legal action (including without limitation attorneys' fees and the Bank's internal expenses) may be charged against your Collateral Account.

- **16. Adverse Claims.** If we receive a claim to all or a portion of your Collateral Account that is adverse to your interest and we do not believe that we are otherwise adequately protected if we ignore that claim, we may place a hold on funds that are subject to the claim. The hold may be placed for any period of time we believe to be reasonably necessary to allow a legal proceeding to determine the merits of the claim to be instituted.
- 17. Disclosure of Information to Third Parties. We provide a copy of our privacy notice at the time your Collateral Account is established and annually thereafter. Our privacy policy is also available on our website at www.greendot.com/platinum. By requesting, obtaining or using the Collateral Account you agree that we may release information in our records regarding you and your Collateral Account: to comply with any properly served subpoena or similar request issued by a state or federal agency or court; 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 Collateral Account; to provide information on your Collateral Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; to share information with our employees, agents or representatives performing work for us in connection with your Collateral Account; or to communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by the corporate control or with any third party (including non-affiliates).
- **18.** Consent to Electronic Disclosures. This Collateral Account is only available electronically. In order for you to obtain and maintain the Collateral Account, you agree to receive all disclosures electronically. Those disclosures will include your periodic 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"). 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 Collateral Account and will not be able to obtain a 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 your Cardholder Agreement for more information on closing your Credit Account and the consequences of doing so.

**19. Governing Law.** You understand and agree that (i) this Collateral Account Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of

Utah, and (ii) your Collateral Account was opened or will be continued after approval by us in the State of Utah. If any provision of this Collateral Account Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law.

**20. 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 Collateral Account 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).

(Rev. 4/2018)