

BILL PAYMENT SERVICE AGREEMENT

This Bill Payment Service Agreement supplements and is made a part of your Cardholder Agreement. This Bill Payment Agreement applies only to your use of your Prepaid Card to access the Bill Payment Service, and not to any other transactions using your Prepaid Card. The terms of your Cardholder Agreement, including our right to change or add to the terms, also apply to your use of the Bill Payment Service. Using the Bill Payment Service is considered a “transaction” for purposes of the Cardholder Agreement. By using the Service, or by allowing another person to use the Service, you acknowledge that you are aware of and agree to comply with the terms and conditions of this Agreement. Please read this Agreement carefully and keep a copy for your records.

SERVICE DEFINITIONS

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

“Agreement” means this Bill Payment Service Agreement.

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

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

“Cardholder Agreement” means the cardholder agreement between you and Green Dot Bank, as may be amended from time to time in accordance with its terms, that governs the terms of use of the Prepaid Card.

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

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

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

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

“Prepaid Card” is your prepaid debit card issued by Green Dot Bank.

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

“We,” “us” and “our” have the same meaning as in the Cardholder Agreement.

“You” and “your” refer to the holder of a Prepaid Card, as well as any authorized users of the Service that such person allows.

SERVICE FEES AND ADDITIONAL CHARGES

There is no service fee for using the Service. We may change these fees as described in this Agreement.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider when you access the Service.

PAYMENT SCHEDULING

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

When you schedule regular (i.e., recurring) payments to occur in advance, you will select only a Debit Date. You are responsible for ensuring that the Debit Date is sufficiently in advance of your Due Date to allow the Biller to receive the payment. We recommend that you allow at least 5 Business Days between the Debit Date and your Due Date. **YOU ARE RESPONSIBLE FOR ANY LATE PAYMENTS THAT OCCUR BECAUSE YOU SCHEDULE THE DEBIT DATE TOO CLOSE TO THE DUE DATE.**

You are responsible for ensuring that there are sufficient funds on your Prepaid Card on the Debit Date to allow the payment.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

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

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

We will use our commercially reasonable efforts to make all your payments properly, and if we do not complete a payment from your Prepaid Card on time or in the correct amount according to this Agreement we will not be liable for your losses, costs or expenses except for your direct losses or damages to the extent directly relating to our gross negligence or intentional misconduct. We shall

incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Prepaid Card does not contain sufficient funds to complete the transaction;
2. The Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided us with the correct Prepaid Card information, or correct Payment Instructions; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

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

PAYMENT METHODS

We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a check payment.

LIMITS ON PAYMENTS YOU CAN MAKE

You may not make a payment in an amount greater than \$7,500. Any payments you request will count against the daily dollar limit of purchases that you are permitted to make in a single day using your Prepaid Card, and will be considered to occur on the Debit Date.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions provided in the Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, on the Debit Date, it cannot be cancelled or edited, and therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request

after a payment has been processed. If you desire to stop any payment that has already been processed, you must call us at (866) 795-7597 or write us at Green Dot Customer Care, P.O. Box 5100, Pasadena, California 91117 so that we receive your request at least three (3) Business Days prior to the Pay Date. We may require you to present your request in writing within fourteen (14) days. For any other payments, we will attempt to accommodate your request, but will have no liability for failing to do so.

PROHIBITED PAYMENTS

The following payments are prohibited through the Service:

1. Payments to Billers outside of the United States or its territories.
2. Payments prohibited by law.

Except as may be required by law, we will have no liability for any claims or damages resulting from any prohibited payments you may schedule or attempt to schedule.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. We will have no liability for any claims or damages resulting from you scheduling these types of payments. We also have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the electronic bill options, you also agree to the following:

Information provided to the Biller – We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Service and/or bill information.

Activation – Upon activation of the electronic bill feature, we may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your

electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your Prepaid Card. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

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

EXCEPT TO THE EXTENT PROVIDED IN THE “PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE” SECTION, OR TO THE EXTENT REQUIRED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF

ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE SERVICE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your Prepaid Card to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your Prepaid Card, you are responsible for any transactions they authorize, even if they conduct transactions that you did not intend. If you believe that your password or other means to access your Prepaid Card has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling (866) 795-7597 during customer service hours.

SHARING OF INFORMATION

As provided in our Privacy Policy, information about you and your transactions will be shared with third parties to assist us in providing the Service.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you using your Prepaid Card. If we are unable to complete the transaction for any reason associated with your Prepaid Card (for example, there are insufficient funds in your Prepaid Card to cover the transaction), the transaction will not be completed and we will attempt to notify you.

ADDRESS OR OTHER USER PROFILE CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Care. All changes made are effective immediately for scheduled and future payments paid from the updated Prepaid Card information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Prepaid Card or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may contact customer service via one of the following:

1. Telephone us at (866) 795-7597 during customer service hours; and/or
2. Write us at:

Green Dot Customer Care

P.O. Box 5100

Pasadena, California 91117

Any payment(s) that we have already processed before the requested cancellation date will be completed. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. We may terminate or suspend this Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Prepaid Card. You may receive notification from us.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller (for example, to resolve payment posting problems or for verification).

CHANGES TO THIS AGREEMENT

We may at any time add to, delete or change the terms of this Agreement by posting a notice on our website. Advance notice may not be given if we need to make the change immediately in order to maintain or restore the security of your Prepaid Card or the Service.