

Paper Check Service Terms and Conditions

This document sets forth the terms and conditions (“Terms and Conditions”) for use of the Paper Check Service (“Service”) offered to you (“you”) by Green Dot Bank (“Bank,” “we,” “our,” and “us”). The following Terms and Conditions incorporate and supplement the terms of your Cardholder Agreement or Deposit Account Agreement, as applicable, with us which governs your use of your prepaid debit card or deposit account (your “Account”). In the event of any inconsistency between these Terms and Conditions and any provision of your Cardholder Agreement or Deposit Account Agreement, as applicable, these Terms and Conditions control with respect to the Service, but only to the extent necessary to resolve the inconsistency. By using the Service, you are agreeing to these Terms and Conditions.

1. *Checks.* Checks that you order from us may be used to access funds available under the Account. You may order a book of checks from us using our mobile application (the “Mobile App”). Check prices will be disclosed to you in the Mobile App at the time of your order. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks. We will reject any checks that you do not purchase through us, such as checks you order from a check printing service.

You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal agent relationship is not indicated on the check or instruction.

We may honor checks drawn against your account by authorized account users, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty or obligation to investigate or question withdrawals or the application of funds by check or otherwise.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as “Account Closed” or “Refer to Maker.” You will be responsible for issuing any replacement checks.

2. *Stop Payments.* You may stop payment on a check (including a check that was pre-authorized) using the Mobile App as long as you do so with a reasonable amount of time for us to act before the check is presented to us for payment. We are not required to accept stop payment requests over the phone. We assume no liability for any interest or losses that result if your cancellation instructions are not received by us through our Mobile App with a reasonable time to act before the check is presented to us. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any stop payment.
3. *Check Images.* Images of the checks that have cleared will be made available to you in your transaction history online. Your original checks may be destroyed shortly after we process the checks, but we will maintain a record of the checks for several years. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies

of checks. Our liability, if any, will not exceed the face amount of the check in question, and you must provide us with reasonable proof of any loss.

4. *Check Requirements.* We may refuse to pay any check that does not have the required signature. All checks written on your Account must be drawn in U.S. Dollars. If your checks are presented for payment or acceptance on a weekend, a holiday, or after our processing cutoff hour, we may treat them as if we had received them on the next business day.
5. *Discrepancies.* If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability.

We may process certain checks mechanically, based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items, or checks lacking an encoded serial number. Although we may examine checks from time to time, you understand that reasonable commercial standards do not require us to do so.

6. *Postdated Checks.* We may pay any check presented to us before the date stated on the check. Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked “payment stopped”, “postdated” or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in any legal action we take against that person.
7. *Order of Payments.* This paragraph describes, generally, how we post transactions to Cards. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. Usually, deposits are posted before debits, and checks are posted at night in the order presented to us. There are several exceptions to this, however. We also generally process previously authorized transactions, wires, transfers, Bank fees and ACH debits before we pay your checks. We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your Card has sufficient funds to cover each of your transactions and our fees.

8. *Photocopies.* Checks and other items are sometimes lost during processing or while in transit. If an image or photocopy of a check or other item that appears to be drawn on your Card is presented to us for payment in place of the original, we may pay the item if it is accompanied by a representation from another financial institution that the original item has been lost or destroyed. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.
9. *Payable Through/At Checks.* You agree not to issue or authorize others to issue “payable through” or “payable at” items against your Card.
10. *Remotely Created Checks and Demand Drafts.* If you provide your Card number or direct deposit number to a third party in order to charge your Card by means of one or more remotely created checks or demand drafts (i.e., items which do not bear the maker's signature, but purport to be drawn with the maker's authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past.
11. *Checks Bearing Notations.* Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., “Void after 60 days,” “Two Signatures Required,” “Void over \$50.00,” “Payment in Full,” and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.
12. *Check Processing Cutoff Hour.* If we receive an item for payment on a weekend, a holiday or after 2:00 p.m. Pacific time on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment order, or legal process received by us involving a check is one hour after the opening of the business day following the business day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the business day following the business day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous business day.
13. *Unauthorized Transactions and Errors.* If you discover an error, forgery, alteration or other unauthorized activity involving your Account, you must notify us immediately by telephone and promptly in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review your transaction history and all notices we send or make available to you. Your transaction history will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount, and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 14 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your Account within 60 days after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. See your Cardholder Agreement or Deposit Account Agreement, as applicable, for more information.)

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your Account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your Account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

No fiduciary, quasi fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this agreement.

14. *Substitute Checks.* You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We may convert original checks to substitute checks.

The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this agreement with respect to substitute checks.

Substitute Checks and Your Rights

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are Your Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced-check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How Do You Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the number on the back of your Card. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to

which you agreed) the substitute check in question or made available the transaction history showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- Your name and Card number;
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date of the check, the name of the person to whom you wrote the check, and the exact amount of the check (dollars and cents).

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