

## CARDHOLDER AGREEMENT

### IMPORTANT: PLEASE READ CAREFULLY AND KEEP FOR YOUR RECORDS.

This Cardholder Agreement (this “*Agreement*”) is between you and Green Dot Bank, the issuer of your Card. This Agreement includes all appendices attached hereto and any other terms and conditions incorporated by reference. By using the Card, or allowing someone else to use the Card, you agree to the terms of this Agreement. **NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION APPEAR AT THE END OF THIS AGREEMENT.**

In this Agreement, the words “*you*” and “*your*” mean the owner of the Card and, if applicable, any second cardholder. “*Bank*,” “*we*,” “*us*,” and “*our*” mean Green Dot Bank, the issuer of the Card or anyone to whom we assign our rights. “*Green Dot*” means Green Dot Corporation, the third party that administers the Card program on behalf of the Bank. “*Card*” means, as applicable: (i) the limited use starter card that came in the account starter package at a Walmart store (“*limited use starter card*”) and (ii) the personalized card that you may receive after registration (your “*Personalized Card*”). Your “*Account*” refers to: (i) a primary non-interest-bearing transactional account linked to your Card that may receive incoming deposits and other credits and from which you may withdraw and/or spend money (your “*Card account*”) and (ii) an interest-bearing savings account that is linked to the Card account and may be used to store money (your “*Savings Vault*”). Once you register your Account, you will be eligible to earn cash back rewards on qualifying purchases made with your Card or Card number as described below (“*Cash Back Rewards*”).

### List of All Fees for the Walmart MoneyCard® Mastercard® or Visa® Reloadable Debit

All fees	Amount	Details
Get started		
Card purchase	\$1.00	This is a one-time fee for the purchase of a limited use starter card at a Walmart store. This fee is collected at the register and is not deducted from your Account and will not be reflected in any transaction histories.
Monthly usage		
Monthly fee	\$5.94	Monthly fee is waived when you load \$1,000 or more to your Account in the previous monthly fee period. A person-to-person transfer is not considered a load for the purpose of waiving the monthly fee. If you purchase a limited use starter card at a Walmart store, your first monthly fee will

		<p>be assessed upon the earlier of: (i) the first use of the limited use starter card or (ii) the day after you register your Account. If you sign up for your Account online, your first monthly fee will be assessed on the date you activate your Personalized Card. Subsequent monthly fees, unless waived, will be assessed on the same day each month. Each monthly fee period begins the day your monthly fee is assessed and ends the day before your next monthly fee is to be assessed. If you purchase a limited use starter card at a Walmart store and do not use or register the card, your first monthly fee will be assessed beginning 90 days after the date you purchased the limited use starter card and each month thereafter.</p>
<b>Add money</b>		
Cash reload	\$5.95	<p>This fee can be lower depending on how and where you reload your Card. The fee for reloading your Card at a Walmart store is \$3.00. Fees of up to \$5.95 may be collected by other reload agents when reloading your Card at their locations. This fee is charged by the reload agent and is subject to change. This fee is not deducted from your Account and will not be reflected in any transaction histories. Reload locations may be found at <a href="http://www.attheregister.com">www.attheregister.com</a>.</p>
Walmart check cashing	\$0	<p>No fee is deducted from your Account when proceeds from checks cashed at Walmart stores are added to your Account. Walmart check cashing fees may apply. Available at participating Walmart stores only. Not available in all states.</p>
<b>Get cash</b>		
ATM withdrawal	\$2.50	<p>This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.</p>
Withdrawal at Walmart stores	\$0	<p>You may withdraw cash without a fee at Walmart MoneyCenters and Customer Service desks.</p>
Teller cash withdrawal	\$2.50	<p>This is our fee for a cash withdrawal via a teller at a participating bank.</p>
<b>Information</b>		
ATM balance inquiry	\$0.50	<p>This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.</p>
<b>Using your card outside the U.S.</b>		

International transaction	3%	Of the U.S. dollar amount of each transaction.
<b>Other</b>		
Paper checks	\$5.95	For a pack of 12 checks.
Card replacement (regular delivery)	\$3.00	Per lost, stolen, or damaged Card replaced on a non-expedited basis (generally within 7-10 business days).
Card replacement (expedited delivery)	\$15.00	Fee charged each time you request a replacement Card to be delivered to you on an expedited basis (generally within 3 business days). Charged in addition to the Card replacement fee for regular delivery.
<p>Register your Account for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Green Dot Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Green Dot Bank fails, if specific deposit insurance requirements are met and your Account is registered. See <a href="http://fdic.gov/deposit/deposits/prepaid.html">fdic.gov/deposit/deposits/prepaid.html</a> for details. Green Dot Bank operates under the following registered trade names: GoBank, Green Dot Bank, and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.</p> <p>No overdraft/credit feature.</p> <p>Contact Green Dot Bank by calling (877) 937-4098, by mail at P.O. Box 5100, Pasadena, California 91117, or visit <a href="http://walmartmoneycard.com">walmartmoneycard.com</a>.</p> <p>For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a>. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit <a href="http://cfpb.gov/complaint">cfpb.gov/complaint</a>.</p>		

## **Getting Started**

*Personal Information You Will Need to Provide.* To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when you try to register your Account, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. In addition, when you try to register your Account and from time to time thereafter, we may ask to see your driver's license or other identifying documents and may ask you security questions. If we verify your identity, your Account will be registered to you. If applicable, we also will request identifying information for any second cardholder, including, but not limited to, the full name and date of birth for any second cardholder. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain

Account features, functionality, and services. Please see “Registering Your Account” below to learn more about how to register your Account. If we are unable to verify your identity, we may choose to permit you to use the limited use starter card, subject to the limits set forth below in “Limits on the Use of Your Account,” until the money on the limited use starter card has been spent, but you will not receive a Personalized Card.

*Registering Your Account.* If you purchased a limited use starter card at a Walmart store, you must try to register your Account before it can be used by providing certain information as described above. It is important to register your Account as soon as possible. Until you register your Account and we verify your identity, we are not required to research or resolve any errors regarding your Account and the money in your Account will not be eligible for FDIC insurance. In addition, as described in this Agreement, certain Account features, functionality, and services are only available for registered Accounts. To register your Account, go to [walmartmoneycard.com](http://walmartmoneycard.com) or use the Walmart MoneyCard mobile app. As described above, we will ask you for identifying information about yourself so that we can verify your identity. Once we verify your identity, we will address errors related to your Account as set forth below in “In Case of Errors or Questions About Your Registered Account.”

### **Savings Vault**

*General.* If you have registered your Account, you will have access to the Savings Vault via the Walmart MoneyCard mobile app. There are no fees and no minimum balance requirements for the Savings Vault.

*Transfers; Transfer Limitations.* The only way to add money to your Savings Vault is by transferring money from your Card account to your Savings Vault, and the only way to access money in your Savings Vault is by transferring money in your Savings Vault to your Card account. You can transfer money between your Card account and your Savings Vault at any time, up to 20 times per day, via the Walmart MoneyCard mobile app. Funds transferred between your Savings Vault and your Card account are generally credited instantly. You can view the current balance in your Savings Vault via the Walmart MoneyCard mobile app. For fraud and security reasons, we may impose additional limits on transfers between your Savings Vault and Card account in our sole discretion.

*Good Standing; Negative Balances.* If your Card account is suspended, blocked, or closed, your Savings Vault will also be suspended, blocked, or closed. Funds in your Savings Vault may be used by the Bank to cure a negative balance in your Card account. As such, if you have a negative balance in your Card account and you transfer money from your Savings Vault to your Card account, we will first apply the money you transfer to cover your negative balance.

*Interest.* While we reserve the right to change the interest rate at any time, your Savings Vault currently pays 2% annual interest (2% Annual Percentage Yield). For the purposes of the Savings Vault, a “*Savings Year*” is 12 consecutive monthly periods. The first Savings Year begins on the date you enroll for your Savings Vault by agreeing to

applicable terms and conditions. Each subsequent Savings Year will commence on the day after the end of the prior Savings Year. The 2% annual interest is credited to your Savings Vault after the completion of each Savings Year. On or about the anniversary of each Savings Year, we will calculate the average daily balance held in your Savings Vault for each of the prior 365 days. We will then multiply that average daily balance by 2% (or the interest rate in effect at that time). That amount will then be credited to your Savings Vault. You can keep the credited interest in your Savings Vault and let it accumulate more interest at the end of the next Savings Year or you can transfer the interest to your Card account via the Walmart MoneyCard mobile app.

The only requirement to earn your annual interest payment is that your Account must be in good standing, meaning that it has a positive balance (not a negative balance) and your Account cannot be suspended, blocked, or closed for fraud or any other reason.

**Interest will be applied to a maximum average daily balance of \$1,000. You will not earn interest on any average daily balance that exceeds \$1,000. We may, at our sole discretion, at any time, change the interest rate paid on the principal balance of your Savings Vault and the corresponding annual percentage yield for new accounts. If you close your Account before the annual interest is credited to your Savings Vault, you will not receive the interest.**

*Taxes.* You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with the interest paid on your Savings Vault.

### **Using Your Account**

*Charges to Your Account and Receipts.* Your Card is linked to your Account. Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your Card account. You should get a receipt at the time you make a transaction or obtain cash using your Card. However, you may not get a receipt for some small transactions.

*How to Get Account Balance and Transaction History.* You may obtain information about the amount of money you have remaining in your Account by calling (877) 937-4098. This information, along with a 12-month history of Account transactions, is also available at [walmartmoneycard.com](http://walmartmoneycard.com). If your Account is registered with us, you also have the right to obtain at least 24 months of written history of Account transactions at no charge by calling (877) 937-4098 or writing us at: Written History Request, P.O. Box 5100, Pasadena, California 91117. If you submit your request in writing, include your name and Card number. You will not automatically receive periodic or paper statements for your Account.

*Direct Deposits.* You may arrange to have funds transferred directly to your Card account by your employer or certain other payors. You can obtain direct deposit information at [walmartmoneycard.com](http://walmartmoneycard.com) or via the Walmart MoneyCard mobile app. If you have

arranged to have direct deposits made to your Card account at least once every 60 days from the same person or company, the person or company making the payment should tell you every time they send the direct deposit to your Card account. You can also visit [walmartmoneycard.com](http://walmartmoneycard.com), use the Walmart MoneyCard mobile app, or call us at (877) 937-4098 to find out whether or not the deposit has been made. Funds from direct deposits will generally be available in your Card account on the day the Bank receives the transfer. In case of transmission error or transfer irregularity, your ability to withdraw, transfer, or spend transferred funds may be delayed. If this occurs, the funds will generally be available within five business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security Number) that we have on file for you.

*How to Close Your Account.* Simply spend the money in your Account and cut up your Card and throw it away. You may close your Account at any time at [walmartmoneycard.com](http://walmartmoneycard.com) or by calling (877) 937-4098.

### **Limits on the Use of Your Card**

*Limited Use Starter Card.* Unless otherwise indicated, you may not use your limited use starter card: (i) for any purchase at a merchant that uses a manual imprint machine; (ii) at ATMs or for cash access; (iii) for card-not-present transactions (such as online transactions); or (iv) at merchants outside the 50 states of the United States, the District of Columbia, and Puerto Rico (collectively, the “U.S.”) (including websites based outside the U.S.). Following additional identity verification, we may, in our sole discretion, allow you to use your limited use starter card with some or all of the features of a Personalized Card (such as ATM and cash access).

*Your Obligation for Negative Balances.* You must keep enough money in your Card account to pay for each transaction. You are responsible for any amount that is charged in excess of your Card account balance. If you have a negative Card account balance, we may deduct the negative balance amount from your Savings Vault, any future funds in your Card account, and any other card or account you register or maintain with the Bank.

*Load/Reload Limitations.* The maximum daily cash reload limit is \$3,000, but maximum in-store reload limits also apply. We reserve the right to accept or reject any request to reload your Card account at our sole discretion. Only the primary cardholder may reload the Card account.

*General Limits on the Use of Your Account.* The overall maximum amount of value that can reside in your Account is \$10,000. You are not authorized to conduct transactions that in the aggregate exceed \$10,000 per calendar day. For security reasons, we may limit the amount, number, and type of transactions you can make with your Account and any funding or reload of your Account. You may only withdraw up to \$500 from an ATM and \$1,500 per teller transaction at a participating bank, unless otherwise indicated. At Walmart MoneyCenters, you may only withdraw up to \$1,000 per transaction and up to

\$3,000 per day. Your Card cannot be used at ATMs outside the U.S. We also reserve the right to limit or block the use of your Account in foreign countries due to fraud or security concerns or to comply with applicable law. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. In addition, to prevent fraud and maintain the security of your Account, additional limits apply to the use of your Account. For fraud and security reasons, we may impose additional limits, at any time and without notice, on the amount, number, and type of transactions you can perform with your Account and on any funding or load of your Account. Your Account is for personal use only. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use your Card account at unlawful domestic or international gambling websites, or at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card or of any unauthorized use of your Account; and (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Account funds. We may refuse to issue a Card, refuse to register an Account, refuse to allow you to sign up for an Account, revoke or suspend your Account privileges, or cancel your Card or close your Account with or without cause or notice, other than as required by applicable law. We may not mail you a Personalized Card. You cannot sell or transfer your Card or Account to anyone else, and they can only be used by you or someone you authorize. If you authorize anyone else to use your Account, you are responsible for all transactions made by that person, even if they exceed the authorization granted.

*Money in Your Account May Be Held Until a Transaction is Completed.* When you use your Card account to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate the final purchase amount. When you use your Card at an ATM or for a teller cash withdrawal transaction, we generally authorize the transaction in advance (including all applicable fees). When we pre-authorize the transaction, we will place a “hold” on your Card account’s funds for the amount indicated by the merchant, and this transaction will show as “pending” in your transaction history. We also may add an amount for certain merchants to ensure that sufficient funds will be available in your Card account to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that pre-authorize high dollar amounts, especially rental car companies and hotels, may cause a “hold” on your available balance for up to 90 days. You will not be able to use the money in your Card account that is “on hold.” We will release any remaining amount when the transaction finally settles.

**Other Rights and Obligations Regarding Errors, Unauthorized Transfers, Failure to Make Transfers, and Pre-authorized Payments**

*In Case of Errors or Questions About Your Registered Account.* Telephone us at (877) 937-4098 or write to us at: Customer Care, P.O. Box 5100, Pasadena, California 91117 as soon as you can if you think an error has occurred in your registered Account. You may also be able to notify us about certain types of errors at [walmartmoneycard.com](http://walmartmoneycard.com). We must

allow you to report an error until 60 days after the earlier of: (i) the date you electronically accessed your Account information, provided the error could be viewed in the electronic history; or (ii) the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling (877) 937-4098 or writing us at: Written History Request, P.O. Box 5100, Pasadena, California 91117. When notifying us, you will need to tell us: (i) your name and Card number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you 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 provide a provisional credit to your registered Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the 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 registered Account.

For errors involving new Accounts that have been registered or point-of-sale or foreign-initiated transactions involving your registered Account, we may take up to 90 days to investigate your complaint or question. For errors involving new Accounts that have been registered, we may take up to 20 business days to provisionally credit your registered Account for the amount you think is in error. We will tell you the results within three 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.

The error resolution provisions set forth in this section only apply if you have registered your Account. Once you register your Account, the error resolution provisions set forth in this section will apply to errors that occurred after the registration of your Account as long as you timely notify us of the errors as provided above. See “Registering Your Account” above to learn how to register your Account. If you need more information about our error resolution procedures, visit [walmartmoneycard.com](http://walmartmoneycard.com) or call us at (877) 937-4098.

*Your Liability for Unauthorized Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or funds have been transferred from your Account without your permission. Reporting such loss, theft, or unauthorized transfers at [walmartmoneycard.com](http://walmartmoneycard.com) or by calling us at (877) 937-4098 are the best ways to keep your possible losses down. You could lose all the money in your Account. If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your registered Account without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your registered Account without your permission if you had told us, you could lose as much as



\$500. (Note: If your Card is a Mastercard and you have registered your Account with us, you will not be held responsible for unauthorized transactions processed by Mastercard if you have used reasonable care in protecting your Card from loss or theft and you promptly reported the loss or theft to the Bank. If your Card is a Visa Card and you have registered your Account with us, you will not be held responsible for unauthorized transactions processed by Visa if you use care in protecting your Card and notify the Bank immediately of any unauthorized use.)

Also, if your electronic or written transaction history shows transfers that you did not make, including those made by your Card, PIN, or other means, tell us at once. If you do not tell us within 60 days after: (i) you electronically access your registered Account information, if the transfers could be viewed in your electronic history; or (ii) the date we sent you the first written history of your registered Account transactions on which the transfers appeared, you may not get back any money in your registered Account that you lost after the 60 days if we can prove that we could have stopped someone from taking the money in your registered Account if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

The limited liability provisions set forth in this section only apply if you have registered your Account. Once you register your Account, the limited liability provisions set forth in this section will apply to unauthorized transactions that occurred after the registration of your Account as long as you timely notify us of the unauthorized transactions as provided above. See “Registering Your Account” above to learn how to register your Account.

*You Must Notify Us of Lost or Stolen Cards/Unauthorized Activity.* You agree to notify us of the loss, theft, or unauthorized disclosure of any number or PIN that might be used to access Account funds. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your Account without authorization, contact us at the address, website, or phone number listed above in “In Case of Errors or Questions About Your Registered Account.”

You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Account. You agree that any unauthorized use does not include use by a person or merchant to whom you have given authority to use your Card, PIN, or Account and that you will be liable for all such uses by such person or merchant.

*Our Liability for Failing to Make Transfers.* If we do not complete a transaction to or from your Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 *et seq.*). However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, your Account funds are insufficient for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process); (ii) if the ATM where you are making the transfer does not have enough cash; (iii) if a computer system, ATM, or point-of-sale terminal was not working properly

and you knew about the problem when you started the transaction; (iv) if a merchant refuses to honor the Card; (v) if circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (vi) if you attempt to use a Card that has not been properly registered or activated; (vii) if the Card has been reported as lost, stolen, or compromised or has been suspended by us, if we have limited or revoked your Account privileges, or if we have reason to believe the transaction is not authorized by you; or (viii) as otherwise provided in this Agreement.

*Right to Stop Pre-authorized Payments.* If you have told us in advance to make regular payments with your Card account, you can stop any of these payments. Here's how: Call us at (877) 937-4098 or write us at: Customer Care, P.O. Box 5100, Pasadena, California 91117 in time for us to receive your request three business days or more before the payment is scheduled to be made. If we do not receive your request at least three business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop-payment request. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive the written request within 14 days after you call, we may honor subsequent payments with your Card account. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning one specific payment only. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided in this Agreement or required by law. If these regular payments may vary in amount, the person you are going to pay should tell you, at least 10 days before each payment, when it will be made and how much it will be. Please note that the person you are going to pay may give you the option of receiving this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

### **Cash Back Rewards Program**

*Earning Cash Back Rewards.* When you register your Account, you are automatically enrolled in the Cash Back Rewards program, and you are immediately eligible to earn Cash Back Rewards. You will not be enrolled in the Cash Back Rewards program if you have not registered your Account. You will be eligible to earn Cash Back Rewards of 1% on qualifying Walmart purchases at Walmart stores in the U.S., 2%, at Walmart-branded fuel stations and 3% on qualifying purchases made at Walmart.com, rounded to the nearest cent, on total net qualifying purchases made using your Card or your Card number (less returns and credits) posted to your Account during each Reward Year. For the purposes of Cash Back Rewards, a "**Reward Year**" is 12 monthly periods in the aggregate during which your Account has been in good standing. Purchases made on Walmart.com but paid for in a Walmart store will earn 1%. The maximum amount of Cash Back Rewards that you can earn with respect to a Reward Year is \$75.00.

After the first Reward Year, each subsequent Reward Year will commence on the day after the end of the prior Reward Year. Only the use of your Card or Card number to purchase goods or services is a qualifying purchase for Cash Back Rewards. The following purchases/transactions will not be considered qualifying purchases for purposes of earning Cash Back Rewards: ATM transactions, teller cash withdrawals, the portion of any in-store transaction that represents a cash withdrawal at the point-of-sale (including, but not limited to, cash withdrawals at Walmart registers or MoneyCenters), quasi-cash transactions (i.e., purchase of items that convert to or substitute for cash, such as digital wallets, casino chips, travelers checks, lottery tickets, etc.), the use of your Card or Card number to purchase gift cards or for funding another card or account, using our online bill pay service to pay bills, transferring funds from your Account to another bank account or credit card account, purchases at other stores and restaurants inside Walmart stores, and transactions conducted at [walmartmoneycard.com](http://walmartmoneycard.com) or via the Walmart MoneyCard mobile app (such as online bill payments or person-to-person transfers). Cash Back Rewards normally accrue to your Cash Back Rewards balance promptly after your qualifying purchase transaction posts, but could take up to 30 days.

*How Returns, Reversals, Cancellations, or Disputes Impact Cash Back Rewards.*

Returns, reversals, cancellations, or disputes involving a qualifying purchase will result in your Cash Back Rewards being reversed, debited, or cancelled (in whole or part) to reflect that portion of the qualifying purchase which has been returned, reversed, cancelled, or disputed. Such returns, reversals, cancellation, or disputes may reduce or eliminate your Cash Back Rewards already earned. It may also cause a negative Cash Back Rewards balance and in some instances, in our sole discretion, a negative Cash Back Rewards balance amount may be debited from your Account if that amount has already been redeemed by you and posted to your Account balance.

*Redemption of Cash Back Rewards.* Your accrued Cash Back Rewards will be eligible for redemption on an annual basis after the end of each Reward Year. In order to redeem Cash Back Rewards, your Account: (i) must be in good standing (as described below); (ii) cannot be closed, blocked, or in a non-reloadable status; and/or (iii) must not have a negative balance, all at the time of redemption. If you choose to redeem your Cash Back Rewards, you must do so by going online at [walmartmoneycard.com](http://walmartmoneycard.com) or using the Walmart MoneyCard mobile app. Once you have redeemed your accrued Cash Back Rewards amount, it will be applied as a credit to your Account balance. You must redeem all of your accrued Cash Back Rewards that are eligible for redemption. Partial redemption is not permitted. Cash Back Rewards that are eligible for redemption will expire after one year if not redeemed. If we close your Account for any reason, any unredeemed Cash Back Rewards will be forfeited.

*Good Standing Requirements.* To maintain your Account in good standing for purposes of being eligible to earn and redeem accrued Cash Back Rewards, you must have paid the monthly fee or had it waived by the end of the monthly fee period.

*Suspension/Termination of Your Participation in the Cash Back Rewards Program.* We reserve the right to suspend or prohibit your ability to earn, use, or redeem Cash Back

Rewards in the event you: (i) violate any of the Cash Back Rewards program terms and conditions; (ii) act in a manner inconsistent with applicable laws; (iii) engage in any misconduct or wrongdoing in connection with your Account or the Cash Back Rewards feature(s); (iv) structure purchases or conduct transactions with your Account to manufacture spend; or (v) engage in any fraudulent or inappropriate acts. Any Cash Back Rewards earned and/or accrued in violation of this Agreement may be revoked by us in our sole discretion. Your ability to earn, use, or redeem Cash Back Rewards will be terminated if either you or we place your Account in a non-reloadable status. We may terminate, suspend, or modify the Cash Back Rewards program at any time.

### **Other Rights and Terms**

*Disputes with Merchants.* Neither the Bank nor Green Dot is responsible for the delivery, quality, safety, legality, or any other aspect of goods and services that you purchase from others with your Card account.

*Foreign Transactions.* If you conduct a transaction in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Mastercard and Visa currently use a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives) or (ii) a government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. In addition to the conversion rate, we will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the U.S. (including foreign websites).

*FDIC Insurance.* When you have registered and loaded your Account, the money credited to your Account will be held in a custodial account at the Bank on your behalf. The amount of money in this custodial account is insured to the maximum limit provided by the FDIC. If you do not register your Account with us, any funds credited to your Account will not be insured by the FDIC. Green Dot Bank also operates under the brands GoBank and Bonneville Bank. Deposits under any of these trade names are deposits with a single FDIC-insured bank, Green Dot Bank, and are aggregated for deposit insurance coverage.

*Telephone and Electronic Communication Monitoring/Recording.* You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

*Information Given to Third Parties.* We may disclose information to third parties about you, your Account, and the transactions on your Account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of your Account for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service

providers who administer your Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate, or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on your Account; and (viii) as permitted by our Privacy Policy. Please see our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

*Notices.* We may send notices to you at the last postal address we have on file for you in our records. If you signed up at [walmartmoneycard.com](http://walmartmoneycard.com) for electronic delivery of disclosures, we will send notices to you by email at the email address we have on file for you in our records. If you have more than one Card, we will send you only one notice.

*Change in Terms.* Subject to applicable law, we may at any time add to, delete, or change the terms of this Agreement by sending you a notice (unless otherwise stated in this Agreement that no notice will be required). We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of your Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of your Account or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See “Notices” above for information on where we will send any such notices.

*Our Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.

*Governing Law/Jurisdiction.* This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Utah. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake City, Utah with respect to all controversies arising out of or in connection with the use of your Account and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award. Note: If our records reflect that the owner of the Account is a resident of Illinois, the laws of the State of Illinois, rather than Utah, shall apply to the extent federal law does not apply, and all controversies arising out of or in connection with the use of your Account and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award shall be brought by us in the state and federal courts of Illinois.

*Entire Agreement; Severability.* This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

*Disclaimer of Warranties.* EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING YOUR ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*Limited Liability.* UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR GREEN DOT SHALL BE LIMITED TO THE TOTAL AMOUNT CREDITED TO YOUR ACCOUNT.

#### ARBITRATION NOTICE

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

**Acknowledgment of Arbitration. Your Account is being made available and priced by the Bank on the basis of your acceptance of this arbitration provision. By using your Card or registering your Account, you acknowledge that you are giving up the right to litigate Claims (as defined below) if either party elects arbitration of the Claims pursuant to this provision, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.**

*Arbitration of Claims.* Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present, or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) your Card or Account; (ii) any service relating to your Card or Account; (iii) the marketing of the Card or Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to your Card or Account or any related service (“**Claim**”) shall be decided, upon the election of you or the Bank (or Green Dot or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a Claim in court or to have a jury trial. The American Arbitration Association (“**AAA**”) 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: online at [www.adr.org](http://www.adr.org) or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

*Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot 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.* We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank’s right to interplead funds in the event of Claims to Account funds by several parties.

*Individual Claims Only.* Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** However, 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. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

*Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least 10 years' experience or who is a former or retired judge. The arbitration shall follow the AAA's rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA's rules and procedures and this arbitration provision, in which case this arbitration provision 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. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

Rev. 4/2020



Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$5.94<sup>†</sup></b>	<b>\$0</b>	<b>\$2.50</b>	<b>\$5.95*</b>

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ATM balance inquiry	\$0.50
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Customer service	\$0
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Inactivity	\$0
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**We charge 4 other types of fees.**

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† No monthly fee if you load \$1,000 or more in previous monthly fee period.

\* This fee can be lower depending on how and where this card is used.

**No overdraft/credit feature.**

Register your card for FDIC insurance and other protections.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

Find details and conditions for all fees and services in the cardholder agreement, or call **833-925-0090** or visit [www.walmart.com/mcfees](http://www.walmart.com/mcfees).