

WEALTHFRONT CUSTOMER DEBIT AGREEMENT

WELCOME TO YOUR WEALTHFRONT CUSTOMER DEBIT AGREEMENT!

This Wealthfront Customer Debit Agreement (including the Online and Mobile Services Agreement attached as Appendix A) (the “Agreement”) explains how your debit account with Green Dot Bank (sometimes referred to as your “Green Dot Account”) works, including what fees are applicable to your Green Dot Account, and the policies, terms and conditions that govern your Green Dot Account. It also explains debit card and other services we provide you in connection with your Green Dot Account as well as the deposit account into which cash positions from your brokerage account with Wealthfront Brokerage LLC are swept (your “Wealthfront Cash Account”). Your Green Dot Account and your Wealthfront Cash Account are sometimes collectively referred to in this Agreement as your “Accounts.”

When we say “you” or “your,” we mean each person who has a Green Dot Account and anyone else to whom the holder of a Green Dot Account gives account access. When we say “we,” “us,” “our” or “Bank,” we mean Green Dot Bank, Member FDIC. When we say “Wealthfront,” we mean Wealthfront Brokerage LLC, an SEC Registered Broker-Dealer and member of FINRA/SIPC.

Please read this Agreement and keep it for your records. You can get a copy of it at any time in the Wealthfront mobile application (“Wealthfront app”) or at www.wealthfront.com/legal.

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

1. Getting Started

- a. *Your Green Dot Account.* Your Green Dot Account is a deposit account. Money in your Green Dot Account will not earn interest. For purposes of clarity, your Green Dot Account is not your Wealthfront Brokerage Cash Account. Each day, Wealthfront sweeps excess funds (funds not used for transactions) from your Green Dot Account to your Brokerage Cash Account. Your funds begin generating interest once they reach your Wealthfront Brokerage Cash Account. Your Green Dot Account is insured to the regulatory limits by the Federal Deposit Insurance Corporation, or FDIC. Please note that 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 up to the maximum allowed.
- b. *Opening a Green Dot Account.* To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens a Green Dot Account. When you apply for a Green Dot Account, we will ask for your name, address, date of birth, social security number, phone number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We reserve the right to not open a Green Dot Account for anyone in our sole discretion. We may also limit the number of Green Dot Accounts that you have in our sole discretion. We do not allow for joint ownership of a Green Dot Account, so only one person can be the holder of a Green Dot Account.

- c. *Your Wealthfront Cash Account.* Your Wealthfront Cash Account is governed by the terms of your agreement with Wealthfront. Green Dot Bank may hold a portion of your Wealthfront Cash Account deposits or those deposits may be held by another depository institution. Deposits in your Wealthfront Cash Account that are held by Green Dot Bank will count towards the regulatory limit of FDIC insurance for your deposits at Green Dot Bank. Deposits in your Wealthfront Cash Account that are held by another depository institution will count towards the regulatory limit of FDIC insurance for your deposits at that other depository institution and not for your deposits at Green Dot Bank. Green Dot Bank has no responsibility for any deposits in your Wealthfront Cash Account that are held by a depository institution other than Green Dot Bank. See your agreement with Wealthfront at www.wealthfront.com/legal for more information on the terms applicable to cash positions that are swept to a depository institution and related FDIC insurance coverage.
- d. *Green Dot Account Transactions.* Once your Green Dot Account is opened, you will have the option to request a physical Visa debit card (“Card”) that may be used to make purchases online and in-person at merchants and at automated teller machines (“ATMs”) that accept Visa cards. If you choose not to request a Card, you will only be able to transfer money in

and out of your Green Dot Account via ACH, including direct deposits, and will not receive a debit card or debit card number. Any transactions you initiate will be paid first from funds available in your Green Dot Account and then from the funds available in your Wealthfront Cash Account. The amount of funds that you have available can be accessed in the Wealthfront app or at www.wealthfront.com. You agree not to initiate any transaction in excess of amounts available in your Accounts, although you will remain liable for any of these transactions you authorize if we permit you to make them.

- e. *Transfers to and from Your Wealthfront Cash Account.* Any available funds in your Green Dot Account will be transferred to your Wealthfront Cash Account by the end of the next business day. Wealthfront is responsible to you for any such funds after the Bank transfers the funds to your Wealthfront Cash Account and such funds will be governed by your agreement with Wealthfront after they are transferred by the Bank. You irrevocably authorize Wealthfront to transfer to us, without notice to you, any funds in your Wealthfront Cash Account to pay for any transactions you initiate, and any other amounts that you may owe us under this Agreement. To the extent that Green Dot Bank holds a deposit in your Wealthfront Cash Account, you irrevocably authorize us, without notice to you, to debit such deposit for any amounts you owe us under this Agreement, including the amount of any transactions you initiate.

2. Fees. Our fee schedule below describes the fees associated with your Green Dot Account and our services under this Agreement. Note that if you have not requested a Card, only some of these fees may be applicable. We may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. In addition to the fees listed below, there are some situations where a third party may charge additional fees. For example, if you have requested a Card and you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee. Use the Wealthfront app or visit www.wealthfront.com to find the in-network ATMs near you.

Fee Type	Fee
Monthly Maintenance Fee	\$0.00
Out of Network ATM Withdrawal Fee*	\$2.50
Out of Network ATM Balance Inquiry Fee*	\$0.00
Teller Cash Withdrawal Fee	\$2.50
Cash Deposit Fee	Varies by retailer, up to \$5.95

Foreign Transaction Fee**	2.75% of total transaction amount
---------------------------	-----------------------------------

* When you use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

** This fee is in addition to any other fee that may apply to your transaction. Please note use of your Card outside of the U.S. will be limited; see Section 5.e. titled “Foreign Transactions” for more information.

3. General Information About Deposits & Funds Availability

- a. *Deposits.* You may make deposits to your Green Dot Account by signing up for direct deposit or, if you have a Card, by depositing cash by swiping your Card at a participating retailer. From time to time, we may offer you additional ways to deposit money to your Green Dot Account, and any applicable fees or limits will be disclosed to you at the time they are offered to you.
- b. *Limits on Deposits.* We may refuse to accept a deposit or transfer to a Green Dot Account, limit its size, or return all or part of it to you or the sender. We reserve the right to limit the amount of funds that may be maintained in a Green Dot Account. If you have a Card, the most you can deposit to your Green Dot Account in cash by swiping your Card is \$3,000 in the aggregate in any day. You will not be able to deposit money to your Green Dot Account if the deposit will cause you to exceed the maximum allowed balance. We’re sorry, but we cannot accept checks or cash mailed to us for deposit or inbound wire transfers to a Green Dot Account. For avoidance of doubt, the limits described in this paragraph do not apply to your Wealthfront Cash Account which is governed by your agreement with Wealthfront.

If you deposit cash by swiping your Card at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits.

- c. *Funds Availability.* For determining the availability of deposits to your Green Dot Account, every day is a business day except Saturdays, Sundays, federal holidays and legal banking holidays in the State of Utah.
 - i. *Direct Deposits.* Electronic direct deposits to your Green Dot Account will be available on the day we receive the deposit. Please keep in mind, however, that after we make funds available to you, and you have spent, sent or withdrawn the funds, you are still responsible for any problems involving your deposit.

If you make a deposit to your Green Dot Account before the close of business on a business day, we will consider that day to be the day of your deposit. However, if

you make a deposit to your Green Dot Account after the close of business or on a day we are not open, we will consider the deposit made on the next business day.

- ii. *Cash Deposits.* Our policy is to make funds from your cash deposits using your Card to your Green Dot Account available to you on the first business day after the day we receive your deposit.
- iii. *Special Rules for New Green Dot Accounts.* If you are a new customer, during the first 30 days your Green Dot Account is open, funds from electronic direct deposits (including ACH credit transactions) to your Green Dot Account will be available on the day we receive the deposit. We may impose different funds availability limits for other forms of deposits to your Green Dot Account. We will disclose those rules to you before you use those services.
- iv. *Other Types of Deposits.* Funds availability rules for other types of deposits to your Green Dot Account will be disclosed to you at the time those other deposit options are offered to you.

4. **Direct Deposits to Your Green Dot Account.** You may arrange to have funds transferred directly to your Green Dot Account by your employer or other permitted payor once we have successfully verified your personal information. If you have arranged to have direct deposits made to your Green Dot Account at least once every 60 days from the same person or company, use the Wealthfront app or visit www.wealthfront.com to find out whether or not the deposit has been made. Funds from direct deposit to your Green Dot Account will generally be available on the day the Bank receives the transfer. In case of transmission error, or transfer irregularity, your ability to withdraw funds from your Green Dot Account may be delayed. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to reject or limit direct deposits to your Green Dot Account 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. You may cancel a direct deposit authorization at any time by sending a written notice to your employer or other payor and providing your employer or other payor and the Bank sufficient time to act upon the notice. Your employer or other payor may terminate this method of payment, with or without cause, at any time.

5. **About Your Card**

- a. *General.* Your Card, if you have requested one, may be used to access funds in your Green Dot Account and your Wealthfront Cash Account. You will need to set a personal identification number (“PIN”) for your Card. You agree not to disclose your PIN to others and to safeguard its confidentiality. Please note that if you use your Card to get account balance information from an ATM, the balance indicated will be the combined balance in

your Green Dot Account and your Wealthfront Cash Account, but may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

- b. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in either of your Accounts. You should get a receipt at the time you make a transaction or obtain cash using your Card, and you can get a receipt at the time you make any withdrawal using your Card at one of our in-network ATMs.
- c. *Limits on the Use of Your Card.* You are not authorized to make purchases using your Card that in the aggregate exceed \$10,000 per calendar day. Please see Section 6 titled “Limits on Use of Your Card and Green Dot Account” for more information on limits. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make using your Card. 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. 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 the Card 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; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access funds in the Accounts; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. We reserve the right to limit or block the use of your Card in foreign countries due to fraud or security concerns or to comply with applicable law.
- d. *Money in Your Accounts May Be Held Until a Transaction is Completed.* When you use your Card 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 authorize the transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your Accounts’ 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 to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or a “hold” on your available balance for up to 90 days. Until the transaction finally settles, you will not be able to use the money in your Accounts that is “on hold.” We will only charge your Accounts for the amount of the final transaction as provided to us by the merchant, however, and any remaining amount will be released when the transaction finally settles.

e. *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. Visa currently uses a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (ii) the 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 Green Dot Account. We will impose a charge equal to 2.75% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States or in a foreign currency. This charge is in addition to any of the Bank's usual fees, including, but not limited to, the teller cash withdrawal or out-of-network ATM fee.

f. *ATM Safety.* You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Do not display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction slips. Check them against your statements regularly. Make sure you safeguard your PIN — do not write it on your Card or carry it in your wallet or purse. Always secure your Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

g. *Refunds on Purchases.* Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your Green Dot Account. For security reasons, if a credit is applied to your Green Dot Account for which there was no debit originally, we may block the use of your Green Dot Account.

6. Limits on Use of Your Card and Green Dot Account.

a. *Balance Limit.* The maximum amount of money you can have in your Green Dot Account is \$250,000. We call this the “maximum account balance.” For the avoidance of doubt, the limit in this paragraph does not apply to your Wealthfront Cash Account.

b. *Daily Cash Deposits.* You may deposit up to \$3,000 in cash per day in the aggregate. There is no deposit limit for ACH deposits (up to the balance limit).

- c. *Daily and 30-Day Cash Withdrawal Limits.* You may withdraw up to \$1,000 in cash in the aggregate in a single day at an ATM. You may withdraw up to \$3,000 in cash in the aggregate in a rolling 30-day period at an ATM. You may withdraw up to \$3,000 in cash in the aggregate in a rolling 30-day period with a bank teller. We may, in our sole discretion, permit you to withdraw higher amounts of cash.
- d. *Total Daily Spend Using Card.* You may not spend more than \$10,000 per day in the aggregate using your Card.
- e. *Transfers From your Green Dot Account.* You may not transfer more than \$100,000 per day in the aggregate from your Green Dot Account to another bank account that you maintain with another U.S. financial institution.
- f. *Point of Sale Cash Back.* Limits apply to the use of your Card at the point of sale when making a purchase from a merchant, including merchant imposed limits on such transactions.
- g. *Other Limits.* You agree not to use your Card or the Accounts for business purposes. We may, in our sole discretion, cancel your Card and/or close your Green Dot Account if we determine that it is being used for business purposes. We may revoke or suspend your Card or any services provided under this Agreement, and/or cancel your Green Dot Account with or without cause or notice, other than as required by applicable law.

Note that if you have not requested a Card, only some of these limits may be applicable. In addition, your Wealthfront Cash Account may be subject to different limits. Please refer to your agreement with Wealthfront for more information on those terms.

7. Electronic Funds Transfers; Other Rights & Terms

- a. *Your Liability for Unauthorized Electronic Fund Transfers.* Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts. 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 Card or PIN without your permission. Because your Card is a Visa card, you will not be liable for the amounts stated above unless we determine that you were grossly negligent or fraudulent in the handling of your Card.

If the statement for your Green Dot Account shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You will receive separate statements for your Wealthfront Cash Account. If you believe there has been unauthorized transactions involving your Wealthfront Cash Account, please follow the notification procedures stated in your agreements with Wealthfront. In addition, your rights and obligations may be different than those stated above in this section for your Wealthfront Cash Account.

- b. *In Case of Errors or Questions About Your Electronic Transfers Related to your Green Dot Account.* Call us at (833) 466-1236 or write us at Wealthfront Cash Account Member Care, P.O. Box 5100, Pasadena, CA 91117 as soon as you can if you think your Green Dot Account statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
 - i. Tell us your name and Green Dot Account number.
 - ii. 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.
 - iii. Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the error.

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 credit your Green Dot 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 that 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 Green Dot Account.

For errors involving new Green Dot Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Green Dot Accounts, we may take up to 20 business days to credit your Green Dot 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.

If you believe there are errors or if you have questions involving your Wealthfront Cash Account, please follow the procedures stated in your agreements with Wealthfront. In addition, your rights and obligations may be different than those stated above in this section for your Wealthfront Cash Account.

- c. *Lost or Stolen Card/PIN or Unauthorized Transaction.* If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your Green Dot Account without your permission, you can report your Card lost or stolen in the Wealthfront app. You can also call us at (833) 466-1236 or write us at Wealthfront Cash Account Member Care, P.O. Box 5100, Pasadena, CA 91117.
- d. *Our Liability for Failing to Make Transfers.* If we do not complete an electronic fund transfer to or from your Green Dot Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:
 - i. Through no fault of ours, you do not have enough available funds in your Green Dot Account to make the transfer;
 - ii. Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, pandemic, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
 - iii. The system, ATM or point-of-sale terminal was not working properly and you knew about the problem when you started the transaction;
 - iv. The funds in your Green Dot Account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
 - v. The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
 - vi. We have reason to believe the transaction was authorized by you; or
 - vii. The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our agreements with you.

- e. *How to Stop Preauthorized Transfers From Your Green Dot Account.* If you have told us in advance to make regular payments out of your Green Dot Account, you can stop any of these payments by writing to us at Wealthfront Cash Account Member Care, P.O. Box 5100, Pasadena, CA 91117, or by calling us at (833) 466-1236.

We must receive your request at least three business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing). If you call, we may require you to put your request in writing and to provide us

with a copy of your notice to the payee, revoking the payee's authority to originate debits to your Green Dot Account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your Green Dot Account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

- f. *Varying Preauthorized Transfers.* If you have arranged in advance to make regular payments out of your Green Dot Account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get 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.
- g. *Account Information.* You can obtain information regarding the combined balances of your Accounts in the Wealthfront app and at www.wealthfront.com. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth above.
- h. *Account Statements.* The Bank will provide you statements regarding transactions and other information about your Green Dot Account. Wealthfront will separately provide you statements regarding transactions and other information about your Wealthfront Cash Account. You will have access to both statements in the Wealthfront app and at www.wealthfront.com. You should carefully review your Green Dot Account statement each statement period and let Green Dot know as soon as possible if there are any errors in accordance with Section 7.b. above. If you do not, you may be responsible for unauthorized transactions as described in Section 7.a. above. You will not receive monthly paper statements by mail.

If you receive a notice or statement with respect to the Green Dot Account or the services provided under this Agreement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may become responsible for the losses resulting from such failure.

If you believe errors or problems exist with your Wealthfront Cash Account, please follow the procedures stated in your agreements with Wealthfront.

- i. *Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.
- j. *Amendments/Changes in Account Terms.* We may add to, delete or change the terms of our Agreement with you at any time by mailing, e-mailing or delivering a notice, a statement message or an amended agreement to you at the last address (location or e-mail) on file for you, your Green Dot Account, or the service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information on the Wealthfront app, or otherwise making it available to you).

We may substitute similar services or discontinue currently offered services for certain Accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

- k. *Information Given to Third Parties.* We may disclose information to third parties about you, your Accounts, and the transactions on your Accounts: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of an 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 the Accounts 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 the Accounts; (viii) to disclose the existence, history, and condition of your Accounts to consumer reporting agencies; and (ix) as permitted by law. Please see our Privacy Policy for further details.

8. Mobile Deposit Service.

- a. *Our Service.* If the Mobile Deposit Service (the “Service”) is made available to you, you can use the Service to capture images of Eligible Checks (as defined below) and then transmit those images and other data to us electronically for deposit to your account. The check image and associated information transmitted electronically to us or our processor (our “Processor”) are called collectively the “Check Image.” We may process and collect the Check Images you send us in any manner we choose in our sole discretion. The paper instrument to which the Check Image relates is called the “Original Check.”
- b. *Eligibility and Enrollment.* Not all new or existing customers are eligible to use the Service. There are qualification and enrollment requirements for participation in the Service which may change at any time without prior notice. Eligibility requirements can be found within Wealthfront’s FAQs under the topic “Deposit a check.”

- c. *Security Procedures.* We may elect, at our discretion, to verify the authenticity or content of any transmission by placing a call to any owner or authorized user of your Account. We may deny access to the Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Service or if we believe such action is necessary for security reasons. You agree to be responsible for any transmission or transaction we receive through the Service, even if it is not authorized by you, provided it includes your Password or is otherwise processed by us in accordance with our security procedure. Each time you transmit a Check Image to us, you agree that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).
- d. *Using the Service.* You agree to: (a) implement any changes or upgrades to the Wealthfront app that may be required from time to time to use the Service; (b) follow the instructions for capturing and transmitting Check Images; (c) view each Check Image as it is scanned to ensure that the images (front and back) are being captured properly; and (d) if requested, provide us with the Original Checks that are not destroyed and still within your possession (or sufficient copies of the Original Checks) within five business days of our request. A "sufficient copy" of an Original Check is a paper reproduction of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the image was transmitted to us by means of this Service. You agree not to transfer, deposit, negotiate, or otherwise use any Original Check (or a copy of any Original Check) once you agree to deposit it through the Service. Once you transmit an Original Check to us, you agree to safeguard the Original Check from access by others. You may use the Services only for non-business, personal use in accordance with this Agreement. By transmitting a Check Image to us through the Wealthfront app, you authorize us and our Processor to contact you, including via e-mail and the mobile telephone number you have most recently provided us in respect of your Card, regarding any processing issue or collection effort with respect to such Check Image. If warranted, in our reasonable judgment, we reserve the right to monitor your use of the Service, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these Terms and Conditions.
- e. *Endorsements and Procedures.* You agree to: (a) ensure that all Eligible Checks transmitted through the Service are made payable to you; (b) endorse the back of all Eligible Checks that you transmit to us through this Service with your signature and the words "For Mobile Deposit Only"; (c) securely store the Original Check until you receive confirmation that your check funds have been posted to your account; and (d) securely and thoroughly destroy the Original Check after you receive confirmation that your check funds have been posted to your account. You agree to follow all other instructions provided for capturing and transmitting Check Images via the Service. Check Images we receive that are not endorsed in accordance with this provision may be rejected.

- f. *Limits.* There may be limits on the dollar amount(s) and/or the number of checks you may deposit through the Service. You will be notified of these limits at the time you conduct your transaction. These limitations are available within the Wealthfront app. If you attempt to make a deposit in excess of these limits, your deposit may be rejected. If you are permitted to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and you may not be allowed such a deposit at other times. These limits may be modified from time to time.
- g. *Eligible Checks.* You agree that you will use the Service to make deposits to your Card account only by transmitting to us Check Images of “Eligible Checks”. Eligible Checks are checks drawn on U.S. domiciled financial institutions in U.S. dollars that are:
- payroll checks;
 - insurance agency checks;
 - cashier’s checks;
 - rebate checks;
 - stock dividend checks;
 - checks issued by a business to you;
 - tax refund checks;
 - federal, state and municipal government checks; and
 - personal checks.

Eligible Checks must also meet the following criteria:

- the valid MICR number, check number and name of the payer are all commercially imprinted on the Original Check;
 - your signature (endorsement) is legibly written in ink on the Original Check along with the words “For Mobile Deposit Only”;
 - the payer’s U.S. street address and zip code are written on the Original Check;
 - the check is submitted within ninety (90) days of the check date;
 - the image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association; and
 - the check does not contain erasures and was not altered.
- h. *Certain Checks Not Permitted.* You may only use the Service to scan and transmit Eligible Checks made payable solely to you and which are properly endorsed by you. You agree that we are not obligated to accept for deposit any Check Image we receive and that we, in our discretion, determine to be ineligible for deposit using the Service. You may not use the

Service to deposit:

- Checks payable to others (even if endorsed over to you) and checks payable to more than one person (even if you are one of the payees);
- Demand drafts or remotely created checks (i.e., checks lacking the signature of the person authorizing the check);
- Substitute checks as defined by federal law (i.e., paper reproduction of an original check);
- Checks that are irregular in any way (for example, where the numerical and written amounts are different);
- Checks that have previously been cashed or deposited (either in paper form or electronically) or submitted for collection and returned unpaid for any reason;
- Checks that are not dated, are postdated, or are more than ninety (90) days old;
- Checks payable in a foreign currency;
- Checks payable to “Cash” or checks issued by you which are payable to you;
- Registered government warrants;
- Checks you know or suspect may be fraudulent, forged, altered or not properly authorized;
- Checks that do not bear the original signature of the person on whose account the check is drawn; or
- Checks that exceed the deposit limits that we establish for the Service.

The fact that we accept any of the items described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice. Our failure to identify a Check Image you transmit as not being an Eligible Check shall not preclude or limit your obligations to us under this Agreement.

We may refuse any check for deposit through the Service, with or without cause, or may elect to take a check on a collection basis only. If we accept a check on a collection basis, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we will charge the amount back against your account if we do not receive payment for any reason. We may, at our sole discretion, represent any check that has been returned to us for insufficient funds without notice to you.

- i. *Your Representations and Warranties.* You represent and warrant the following with respect to each Check Image that you transmit through the Service:
 - i. You have the legal right to accept the Original Check for deposit and negotiation to your account, and the Check Image is of an Eligible Check.

- ii. The Check Image that you transmit accurately represents all of the information on the front and back of the Original Check, including (without limitation) all endorsements, at the time of transmission.
 - iii. You have not taken any action that would obscure, alter, or impair the capture or transmission of information on the front or back of the Original Check or that otherwise may prevent us or another bank from capturing or processing such information.
 - iv. You make all warranties that would otherwise apply to the Original Check if it had been a paper item deposited with us. For example, you warrant that the Original Check has not been altered and that you have a right to enforce the Original Check.
 - v. You make all encoding, transfer, presentment, and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearinghouse rule, or image exchange network rule or agreement to which we or they are a party.
 - vi. No Original Check will be presented for deposit or payment more than once. You have not previously cashed, deposited or transferred the Original Check, any image of the Original Check or any substitute check for the Original Check.
 - vii. The Original Check is not otherwise prohibited by this Agreement.
 - viii. You will only use the Service for lawful purposes and in compliance with the online instructions and applicable law.
 - ix. You will not submit files containing malicious code.
 - x. No person will receive a transfer, presentment or return of, or otherwise be charged for the Check Image, the Original Check, or a paper or electronic representation of the Original Check such that the person will be asked to make a payment based on an item that it has already paid.
 - xi. You will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Services and software made available to you.
- j. *When You Can Use the Service.* The Service can be utilized 24 hours a day, seven days a week, except when the system is unavailable due to needed maintenance or system outages. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability.
- k. *Confirmations.* You will be provided with a confirmation at the end of each transmission, confirming receipt of your Check Image and related information. This confirmation does not mean that the transmission was error-free or complete. You agree that your check shall not be deemed to have been received unless and until you are provided with confirmation of receipt. If you do not receive a confirmation, it may mean that your transmission was not

received or that there was a problem with some of the information. Notwithstanding any confirmation of its receipt, the Check Image may be rejected, with or without cause, and charge the amount credited back against any provisional credit to your account.

When your check funds have been posted to your account, you will receive an electronic confirmation. The amount of the deposit will be shown in your account statement.

- l. *Returned Deposits.* Any credit to your account for checks loaded using this Service is provisional. If a check deposited through the Service is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that the amount of the Original Check may be charged back. We will send you a notification of any such return. You will be liable for all loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your accounts held at Bank and/or any of your Wealthfront Cash Account(s) to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. If the maker of a check or another third party makes a claim against us or seeks a re-credit with respect to any check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.
- m. *Use of Your Geolocation.* When you are submitting an image for processing through the Service, we reserve the right to, at our discretion, to use your mobile device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your mobile device.
- n. *Indemnification.* You will indemnify, defend, and hold us, our vendors and our licensors, harmless against any and all actions, proceedings, liabilities, losses, costs (including attorneys' fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) our processing of Check Images in accordance with this Agreement; (b) your actions or omissions, including your breach of any representation or warranty, or failure to comply with this Agreement; (c) any misuse of the Service by you; (d) your failure to comply with applicable state and federal laws and regulations; (e) actions by third parties, such as the introduction of a virus, that delay, alter, or corrupt the transmission of Check Images or information to us; or (f) any claim by a recipient of a substitute check (corresponding to a check processed through the Service) that the recipient incurred a loss due to (i) the receipt of a substitute check instead of the Original Check, or (ii) multiple payments with respect to the same Original Check, based on any combination of the Original Check, the substitute check, and/or any paper or electronic copy of either.

- o. *Errors.* You agree to notify us immediately of any suspected errors regarding items deposited through the Service, and in no event later than 60 days after the applicable account statement is sent or otherwise made available to you. Unless you notify us within 60 days, such account statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim for such alleged error.
- p. *Notices.* You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information provided to you about your accounts or transactions; (b) unauthorized transactions involving your account; (c) a breach in the confidentiality of your Password; or (d) other problems related to the Service. We may provide notices to you at your account address, electronically via the Service, via SMS text, or at the email address we show in our Service records.
- q. *Compliance.* You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations.
- r. *Termination or Suspension of Service.* We reserve the right to suspend or terminate the Service, or your access to the Service, at any time without notice to you. We may suspend or terminate the Service without prior notice to you if: you breach any agreement with us; we believe there has been or may be a breach in the security of the Service or unauthorized activity involving your account; or we are uncertain regarding the authorization, completeness, or accuracy of Check Images submitted through the Service. Any termination will not affect obligations arising prior to termination, such as the obligation to process Check Images transmitted to us prior to the termination date or your obligation to indemnify us.

9. Additional Terms & Conditions

- a. *Adjustments.* We may make adjustments to your Green Dot Account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid.
- b. *Account Contact Information Changes.* You agree to notify us immediately in writing of any change in your name, address, email address, or other contact information associated with your Green Dot Account. By updating such information on the Wealthfront app or at www.wealthfront.com, you satisfy these notification obligations. We may rely on our account records to determine the ownership of your Green Dot Account.
- c. *Compliance.* You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your Green Dot Account, your Card or any service provided under this Agreement to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any

transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

- d. *Conflicting Demands/Disputes.* If there is any uncertainty regarding the ownership of the Green Dot Account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the Green Dot Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) freeze the Green Dot Account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the Green Dot Account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of the Green Dot Account, or any change in the Green Dot Account regardless of the number of authorized signers on the Green Dot Account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Green Dot Account or transaction; and/or (v) continue to honor transactions and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.
- e. *Consent For Us to Call You.* You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as a text message or prerecorded or autodialed calls. You understand that your service provider may charge you for these calls/messages.
- f. *Consent to Gather Information.* You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or equivalent). You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to Green Dot Bank and its service providers. See our Privacy Policy for how we treat your data.
- g. *Cutoff Hours.* Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.
- h. *Death or Adjudication of Incompetence.* We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or

retirement benefit payments payable to the deceased) if the holder of a Green Dot Account dies or is adjudicated incompetent.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of the holder of a Green Dot Account, we may freeze all or part of the Green Dot Account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

- i. *Deposit Insurance.* Your deposit accounts with Green Dot Bank are insured to the regulatory limits by the Federal Deposit Insurance Corporation ("FDIC"). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 877-275-3342, or visit its website at www.fdic.gov.
- j. *Fax Instructions/Voice Mail/E-mail.* We may, but are not required to, act upon instructions received by fax transmission, voice mail or e-mail. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information. For security reasons, you should not send us e-mails with your personal, Green Dot Account, or Wealthfront Cash Account information.
- k. *Force Majeure.* We are not liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, strikes, fire, flood, war, riot, civil strife, terrorist attack, earthquake, power outage, pandemics, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.
- l. *Governing Law.* To the extent this agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.
- m. *Inactive Green Dot Accounts.* For security reasons, we may refuse a withdrawal or transfer from your Green Dot Account if we internally classify it as dormant because we cannot reach you in a timely fashion to confirm the transaction's authorization. We may transfer (escheat) your property to the appropriate state if no activity occurs in the Green Dot Account or you fail to communicate with us regarding your Green Dot Account within the time period specified by state law. We may consider your Green Dot Account inactive even if you maintain another active account with us. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.
- n. *Legal Process.* We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or

in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your Green Dot Account. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to legal process related to your Accounts. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Green Dot Account or records are maintained.

- o. *Limitation on Time to Bring Action.* Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your Accounts or any service provided under this Agreement must be commenced no later than one year after the day the cause of action accrues.
- p. *Other Agreements.* You may have another agreement with us which, by its terms, supersedes this Agreement in whole or in part. For example, certain provisions of your other agreements with us (e.g., involving our online services) may supersede some of the terms of this Agreement, to the extent that they are inconsistent.
- q. *Negative Balances.* If you do not have enough money in your Accounts to cover the amount of a transfer or other transaction (e.g., Card transaction, teller cash withdrawal or other electronic transaction), we may reject the transaction without payment. We may elect, however, in our sole discretion to create a negative balance in your Green Dot Account by permitting the transaction. If we permit a negative balance or otherwise allow your Green Dot Account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the Accounts, including without limitation, deposits of government, welfare, retirement and Social Security benefits, to cover any negative balance existing in your Green Dot Account, to the fullest extent permitted by law.

Our allowance of transactions that create negative balances in no way obligates us to continue that practice at a later time. We may discontinue permitting negative balances without cause or notice to you. We discourage the practice of overdrawing an Account.

- r. *Power of Attorney.* You may not appoint an attorney-in-fact for the Green Dot Account. In the event you present us with a valid power of attorney form, we will close and liquidate the Green Dot Account.
- s. *Security Interest & Setoff.* You grant us a security interest in your (i) Green Dot Account, including all current and future deposits, for amounts and obligations owing to us now and/or in the future under this Agreement or under any account service agreement by any owner and (ii) beneficial ownership in the omnibus account opened by Wealthfront for the benefit of all

Green Dot Account holders for the purposes of the Bank participating in the Wealthfront Cash Sweep program. We may charge or set off funds in your Green Dot Account for any direct, indirect and/or acquired obligations that you owe us now and/or in the future, regardless of the source of the funds in the Green Dot Account to the fullest extent permitted by law. If you have a negative balance in your Green Dot Account, we may automatically deduct the negative balance amount from any current or future funds in your Green Dot Account or any other account you register or maintain with us (including any other Green Dot Bank accounts or prepaid cards).

- t. *Severability.* If any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.
- u. *Telephone and Electronic Communication Monitoring/Recording.* We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.
- v. *Termination/Closing Your Green Dot Account.* We may terminate your relationship with us and automatically close your Green Dot Account or any related services at any time, with or without cause, with or without notice. If the funds in the Green Dot Account are not withdrawn, we may send a check for the balance of the Green Dot Account to you at the last address we have on file for the Green Dot Account.

We may dishonor any item or transaction presented for payment after the Green Dot Account is closed. You remain responsible for such items and transactions, which may be treated as overdrafts.
- w. *Transfers/Assignments.* Unless otherwise agreed by us in writing, your Green Dot Account is non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to your Green Dot Account without our prior written consent. We are not required to accept or recognize an attempted assignment of your Green Dot Account or any interest in it, including a notice of security interest.
- x. *Waivers.* We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.
- y. *Termination or Suspension of Service.* We may suspend or terminate your access to or use of any or all of our services at any time without cause in our sole discretion. We may immediately suspend your use of our services if you breach this or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your Accounts.

10. Dispute Resolution

- a. ***Acknowledgment of Arbitration.*** Your Green Dot Account and the services under this Agreement are being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By opening your Green Dot Account and entering into this Agreement, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, 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 NOTICE

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

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

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Green Dot Account; (ii) any service relating to the Green Dot Account; (iii) the marketing of the Green Dot Account; (iv) any services provided by Green Dot Bank related to this Agreement, (v) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (vi) any other agreement or instrument relating to the Green Dot Account or any service related to this Agreement (“*Claim*”) shall be decided, upon the election of you or the Bank (or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association (“AAA”) shall serve as the arbitration

administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 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 by or against Wealthfront and its affiliates, anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

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

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

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

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

written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Rev. April 2020

Appendix A

Online and Mobile Banking Agreement

- 1. Introduction.** This Online and Mobile Banking Agreement (“*Agreement*”) sets forth the terms and conditions that apply to your access and use of the Green Dot account online and mobile banking services (“*Service*”) provided by Green Dot Bank, Member FDIC. In this Agreement, “*you*” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “*we*,” “*us*” and “*Green Dot*” refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. The Service is made available to you via the Wealthfront mobile application (“*Mobile App*”) and/or Wealthfront website (the “*Website*”). **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE WEBSITE OR MOBILE APP. DO NOT USE THE SERVICE VIA THE WEBSITE OR MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Service, you represent that you are 18 years of age or older and you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Website and/or the Mobile App. This Agreement may be amended by posting a new version to the Website and/or the Mobile App, which version will be effective upon posting.
- 2. Our Service.** The Service may allow you to access the following features and services through the Website and/or Mobile App, from time to time, subject to your eligibility to use such features:
 - *Account Access* — You can sign up for a Green Dot account, obtain information about your Green Dot account and transactions, view statements, and find fee-free ATMs.We will, in our sole discretion, pick the platforms on which the Mobile App will work. We assume no obligation to offer support services for, or upgrades to, the Mobile App.
- 3. Your Equipment.** To use the Service, you must have the browser and equipment described in the [Electronic Communications Agreement](#). You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer, mobile phone or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and/or mobile phone and software are compatible with our system. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile phones and mobile operating systems. You agree to promptly update the Mobile App when updates are made available to you. We are not responsible for any damages that may result from you not using the most current version of the Mobile App. If you are unable to connect to the Service for any reason, please contact us at (833) 466-1236.

4. **Your Equipment. Security; Use of the App.** You are required to establish and use online login credentials (collectively, your “*Credentials*”) for your Green Dot account in order to use the Service. You agree: (a) to take reasonable steps to safeguard the confidentiality and security of your Credentials; (b) refrain from sharing or disclosing your Credentials with anyone else; (c) notify us immediately if you believe your Credentials have been compromised; and (d) immediately change your Credentials if you believe the confidentiality of them has been compromised in any way. You agree to be responsible for any transmission or transaction we receive using the Website and/or Mobile App, even if it is not authorized by you, provided your Credentials were used to access the Service or is otherwise processed by us in accordance with our security procedures.
5. **Mobile App End User License Agreement.** Wealthfront’s Mobile App Agreement (“*Mobile App Agreement*”) applies to your access and use of the Mobile App. Green Dot has the right to terminate or suspend your access to or use of the Mobile App, with or without notice, in the event that you violate the Mobile App Agreement. In case of any discrepancy between this Agreement and the Mobile App Agreement, the terms of this Agreement will prevail.

Proprietary Rights; Use of Content. The Mobile App is owned and operated by Green Dot, Wealthfront or each of its affiliates, licensors and/or third party service providers (the “*Green Dot Parties*”) and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing on the Mobile App (collectively, “*Content*”) and any banking services offered by or through the Mobile App (collectively, the “*Banking Services*”) are the property of Green Dot or the Green Dot Parties, and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, “*Marks*”) appearing on the Mobile App are the property of Green Dot or the Green Dot Parties. You may not make any use of any Content or Marks without the prior written consent of Green Dot. No Content or Services from the Mobile App may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

Your Conduct. In using or accessing the Service you agree: (1) not to use the Service for fraudulent purposes; (2) not to “spam” others or “phish” for others’ personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, “deeplink”, attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (5) not to disrupt or interfere with any other user’s enjoyment of the Service; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other “hidden text” utilizing a Mark; and (8) not to use the Service in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person’s privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

Third Party Websites and Services. The Mobile App may contain links to third party websites and services, over which Green Dot has no control. In addition, the Mobile App contains content solely related to Wealthfront. You acknowledge and agree that Green Dot does not endorse, verify, or make any representations regarding this content or these services and is not responsible for the availability

of, and any liability arising from, any such third party websites and services. Green Dot is not liable to you or any other party for any loss or damage which may be incurred by you as a result of these third party websites and services.

Termination; Modification. Green Dot reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Service, and to block or prevent future access to and use of the Service for any reason. Green Dot may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Service, temporarily or permanently, at any time with or without notice to you. You agree that Green Dot shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

6. **Green Dot Account Balance and Transaction Information.** You can use the Service to obtain Green Dot account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.
7. **SMS Messages.** By providing us with a mobile number and signing up for a Green Dot account, you are verifying that it is your mobile number and that you are providing prior written consent to receive occasional SMS messages to your mobile number for customer service and other transactional purposes. You understand and agree that you may receive these messages through the use of automated technology. To stop receiving messages from Green Dot, reply STOP to any message. Message & Data Rates may apply.
8. **Disclaimer.** GREEN DOT MAKES NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICE, WEALTHFRONT'S WEBSITE, WEALTHFRONT'S MOBILE APP, OR ANY, CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN ("*GREEN DOT MATERIALS*"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GREEN DOT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE GREEN DOT MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. GREEN DOT DOES NOT WARRANT THAT THE GREEN DOT MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE GREEN DOT MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE GREEN DOT MATERIALS, OR ANY SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GREEN DOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE GREEN DOT MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Green Dot will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, pandemics, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Green Dot's reasonable control.

9. Limitation of Liability. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

10. Hours of Operation. You can access automated account information through the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

11. Privacy. Please see our [Privacy Policy](#) and Wealthfront's Privacy Policy for information about how we each collect, use and disclose your information.

12. Electronic Mail. If you send us electronic mail ("*email*"), we may not receive or review it immediately. We will have a reasonable time to act upon any email request or notice, and reserve the right to reject any transaction or request received by email. For security reasons, you should not send us any email with your Green Dot account or Wealthfront Cash account or personal information in it. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

13. Discrepancies. We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated Green Dot account with payees and other institutions that would affect our right or ability to process Service transfers or payments.

If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the

instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

- 14. Documentation.** We will make available to you a monthly deposit account statement for your Green Dot account unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.
- 15. Service Fees.** There are no fees for accessing information about your Green Dot account or paying bills through the Service. We are not responsible for any fees that may be billed to you by your Internet service provider.
- 16. Limitations.** We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. We may permit you to exceed these limits from time to time at our sole discretion. Payments and transfers may only be made to and from accounts in the United States, and only in U.S. dollars. We also may deny or limit transactions for security reasons. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law.
- 17. How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your Credentials or security question have been lost or stolen, or that someone has transferred or may transfer money from your Green Dot account without your permission, write us at Wealthfront Cash Account Member Care, P.O. Box 5100, Pasadena, CA 91117, or call us at (833) 466-1236.
- 18. Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
- 19. Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.
- 20. Other Terms.** This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with Wealthfront's Terms of Use, found at wealthfront.com/legal, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our website terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service. You agree that your download and use of the Mobile App is subject to any of Wealthfront's applicable terms of use for the Mobile App.

21. Change in Terms. We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to you at the mail or email address shown in our records, by posting the notice or an amended Agreement on the websites or via the links indicated herein, or by delivering it to you. You may choose not to accept the change by closing your Green Dot account or terminating this Agreement and your use of the Service.

Note: The Service may not be available at all times. We may make additional services or new features available from time to time.

22. Termination. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Any indemnification required by this Agreement shall survive its termination.

Rev. August 2020