

## **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 separate, but will sometimes collectively be referred to in this Agreement as your “Accounts.”

When we say “you” or “your,” we mean each person who is a holder of the Green Dot Account and anyone else to whom a 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, a broker-dealer registered with the Securities and Exchange Commission and member of FINRA/SIPC.

We have partnered with Wealthfront to provide you with certain checking features to your Wealthfront Cash Account. Please note that we are not affiliated with, or in any way related to, Wealthfront nor any of its affiliates.

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 (the “Wealthfront app”) or at [www.wealthfront.com/legal](http://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 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: GO2bank, 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.

- c. *Your Wealthfront Cash Account.* Your Wealthfront Cash Account is governed by the terms of your agreement with Wealthfront, which is separate from this Agreement. In certain circumstances, Green Dot Bank may hold a portion of available cash that is swept from your Wealthfront Cash Account to Green Dot Bank as part of Wealthfront's cash sweep program. Deposits held at Green Dot Bank will count towards the regulatory limit of FDIC insurance for your deposits at Green Dot Bank. Deposits that are held at 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 that are held by a depository institution other than Green Dot Bank. See your agreement with Wealthfront and other applicable disclosures at [www.wealthfront.com/legal](http://www.wealthfront.com/legal) for more information on the terms applicable to cash positions that are swept to an insured depository institution and related FDIC insurance coverage.
- d. *Green Dot Account Transactions and Card Information.* Once your Green Dot Account is opened, we will provide you with your account information to transfer money in and out of your Green Dot Account via ACH, which can include direct deposits. We may also provide you with a virtual card ("Virtual Card") that you will be able to use online and in-store, if provisioned into a compatible virtual wallet program, at merchants that accept Visa. To use the Virtual Card, you will be required to set a personal identification number ("PIN"). Once you set a PIN, you agree not to disclose your PIN to others and to safeguard its confidentiality. If you request a physical card ("Card"), you will be able to use the Card in-person at merchants and at automated teller machines ("ATMs") that accept Visa cards. The

PIN for your Card will be the same as the PIN for your Virtual Card; if you did not set a PIN for your Virtual Card, you will be required to set a PIN to use your Card. You cannot have both a Virtual Card and a Card activated simultaneously. If you request a Card, it will replace your Virtual Card, which will be deactivated once the Card is activated. You may be subject to meet certain eligibility criteria before you are able to use your Card or your Virtual Card. 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. Please note that if you use your Card to get account balance information from an ATM, the balance indicated will be the amount that is available to spend, and may not include recent deposits, requested withdrawals, or funds being held for security reasons. The amount of funds that you have available can be accessed in the Wealthfront app or at [www.wealthfront.com](http://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 we charge 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 we charge for those offerings will be disclosed to you at the time they are offered. Except as expressly noted below, our fees listed in the schedule below will be deducted from your primary deposit account balance when they are assessed. If your Green Dot Account balance is less than the fee amount or balance is negative, the assessment of the fee will result in a negative balance in your Green Dot Account or increase the negative balance of your Green Dot Account, as applicable. If that occurs, any subsequent deposits or credits to your Green Dot Account will first be applied to the negative balance. In addition to our fees listed below, third parties may charge their own fees. As an example only and without limiting the foregoing, when you use an ATM, you may be charged a fee by the ATM operator. In the event that your Green Dot Account balance does not contain sufficient funds to cover the fees associated with a product or service offering, such product or service offering will be declined.

Fee Type	Our Fee <sup>1</sup>
Monthly Maintenance Fee	\$0.00
In-Network ATM Withdrawal Fee	<p>\$0.00</p> <p>“In-Network” refers to all ATMs in our network. To find an in-network ATM, check the Wealthfront website or app.</p>
In-Network ATM Balance Inquiry Fee	<p>\$0.00</p> <p>“In-Network” refers to all ATMs in our network. To find an in-network ATM, check the Wealthfront website or app.</p>
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	<p>2.75% of the total U.S. dollar amount of the transaction.</p> <p>This fee is charged if you conduct a transaction (in U.S. or foreign currency) with a foreign merchant or bank (including foreign website) or if you conduct a transaction in a currency other than U.S. dollars (each a “<b>Foreign Transaction</b>”).</p> <p>This fee is in addition to any other fee that may apply to a Foreign Transaction. Please note that use of your Card or Virtual Card outside of the U.S. is limited; see Section 5.d. titled “Foreign Transactions” for more information.</p> <p>In addition, if you conduct a transaction in a currency other than U.S. dollars, the merchant, network, or card association that processes the foreign transaction may convert any related debit or credit into U.S. dollars in accordance with its</p>

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<sup>1</sup> Please note that third parties may charge fees in addition to any of our fees set forth in this fee schedule.

	then-current policies. See Section 5.d. titled “Foreign Transactions for more information.
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### 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. This limit applies at the Card level so each owner with a Card or Virtual Card is individually subject to this limit. 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](http://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 Account**
- a. *Charges to Your Card and Receipts.* Each time you use your Card or Virtual 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.
  - b. *Limits on the Use of Your Card.* You are not authorized to make purchases using your Card or Virtual Card that in the aggregate exceed \$10,000 per calendar day. This limit applies at the Card level so each owner with a Virtual Card or Card is individually subject to this limit. 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 or Virtual 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 or Virtual 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 or the Virtual Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card or your Virtual Card privileges or cancel your Card or your Virtual 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 or Virtual Card. We reserve the right to limit or block the use of your Card or your Virtual Card in foreign countries due to fraud or security concerns or to comply with applicable law.

- c. *Money in Your Accounts May Be Held Until a Transaction is Completed.* When you use your Card or your Virtual 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.
- d. *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.

In addition, you will be charged a Foreign Transaction Fee set forth in Section 2 titled "Fees", which is in addition to any other applicable fees, including, but not limited to, the teller cash withdrawal and ATM withdrawal fee. Our Foreign Transaction Fee is charged if you conduct a transaction (in U.S. or foreign currency) with a foreign merchant or bank (including foreign website) or if you conduct a transaction in a currency other than U.S. dollars. We monitor



your Green Dot Account for signs of potential fraud, which could include the use of your Card or your Virtual Card in a manner that is out of the ordinary. If you are planning on using your Card or Virtual Card in a foreign country (for example, if you are traveling abroad), it is possible that your transactions may be delayed or declined. For example, there are some countries in which we are required by law to block transactions and some countries for which we will not authorize the use of your Green Dot Account due to fraud, terrorism, or other concerns. Those countries change from time to time, so contact us in advance if you are planning on using your Card or Virtual Card in a foreign country and want to confirm that the Card or Virtual Card can be accepted in that country.

- e. *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.
  - f. *Refunds on Purchases.* Cash refunds will not be made to you for purchases made with your Card or your Virtual 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 Virtual Card and Green Dot Account<sup>2</sup>.** In addition to any other limits included in this Agreement, your Green Dot Account is subject to the following limits:
- a. *Balance Limit.* The maximum amount of money you can have in your Green Dot Account is \$250,000. This limit would apply at the account level and is the same whether your Green Dot Account is an individual account or a joint account. 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. This limit applies at the Card level so each Green Dot Account owner with a Card is individually subject to this limit. There is no deposit limit for ACH deposits (up to the balance limit).

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<sup>2</sup> Third parties may impose additional limitations.

- 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. The maximum number of ATM cash withdrawal transactions per day is 10. 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. These limits apply at the Card level so each Green Dot Account owner with a Card is individually subject to these limits.
- d. *Total Daily Spend and Withdrawal.* You may spend and withdraw up to \$10,000 per day in the aggregate. This includes Funding Transactions, ATM withdrawals, teller withdrawals, purchase transactions, and point of sale cash withdrawals. This limit applies at the Card level so each Green Dot Account owner with a Card is individually subject to this limit.
- e. *Transfers From your Green Dot Account.* You may transfer up to \$50,000 per day in the aggregate from your Green Dot Account using your Green Dot Account number and routing number. We may, in our sole discretion, permit you to transfer higher amounts per day using your account and routing number. This limit would apply at the account level and is the same whether your Green Dot Account is an individual account or a joint account.
- f. *Point of Sale Cash Back.* You may perform purchase and cash withdrawal transactions up to \$10,000 per day in the aggregate using your Card (inclusive of any cashback transactions). This limit applies at the Card level so each Green Dot Account owner with a Card is individually subject to this limit. Other limits may 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. *Funding Transaction Limit.* You can use Funding Transactions to transfer up to an aggregate of \$5,000 daily. This limit applies at the Card level so each Green Dot Account owner with a Card is individually subject to this limit. You agree that you will have sufficient available money in your Green Dot Account to cover the amount of any Funding Transaction that you request, plus any applicable fees. If you do not, we may reject the Funding Transaction. A “Funding Transaction” refers to a near real-time transfer of funds from your Debit Card to another network-branded account (e.g., a Visa or Mastercard prepaid or debit card) that is authorized via a third-party platform (e.g., loading of a prepaid card account, moving funds into another financial account, external P2P transactions, or adding value to a digital wallet). As the transaction is authorized via a third-party platform, we are not responsible for any costs or losses incurred if transfers are not permitted or are restricted or delayed, and third party fees and limits may apply.
- h. *Other Limits.* You agree not to use your Card, your Virtual Card, or the Accounts for business purposes. We may, in our sole discretion, cancel your Card or your Virtual 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 your Virtual 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.

- i. *Higher Limits.* Certain customers may be eligible for higher limits on certain transactions, solely at our discretion.

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 your Virtual Card, or PIN has been lost, compromised 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, compromise or theft of your Card or Virtual Card or PIN, you can lose no more than \$50 if someone used your Card or Virtual Card or PIN without your permission. Because your Card or your Virtual 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 or your Virtual Card.

If the statement for your Green Dot Account shows transfers that you did not make, including those made by Card or Virtual 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 Disputes, P.O. Box 9, West Chester, OH 45071-0009 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 provide a provisional credit to 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 provide a provisional credit to 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/Virtual Card/PIN or Unauthorized Transaction.* If you believe your Card or Virtual Card or PIN has been lost, compromised or stolen or that someone has transferred or may transfer money from your Green Dot Account without your permission, you can report your Card or Virtual Card lost or stolen in the Wealthfront app. You can also call us at (833) 466-1236 or write us at Disputes, P.O. Box 9, West Chester, OH 45071-0009.
- 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 Customer Care, P.O. Box 1070, West Chester, OH 45071, 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](http://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](http://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 and will apply whether your Green Dot Account is an individual account or a joint account.
- 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;
  - 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.* Except as specified below, you may only use the Service to scan and transmit Eligible Checks made payable solely to you and which are properly endorsed by you. However, if there is a joint owner on the Green Dot Account, and a check is made out to both owners, then either owner can deposit the check and an endorsement of “For Deposit Only” can be used in place of a signature. If the check is made payable to a third party, in addition to either of the owners of the Green Dot Account, then a signature endorsement would be required from each individual on the check and a ‘For Deposit Only’ stamp would not be sufficient. 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:
- 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. Bill Payment Service.

a. *General.* Not all new or existing customers are eligible to use the Bill Pay Service, referred to as “send a check” in Wealthfront’s FAQ. There are qualification and enrollment requirements for participation in the Bill Pay Service which may change at any time without prior notice. Eligibility requirements can be found within Wealthfront’s FAQs under the topic “Send a check.”

b. *Bill Payment Service Definitions.* The following definitions shall apply solely with respect to this Section 9 (Bill Payment Service):

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

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

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

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

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

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

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

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

c. *Service Fees and Additional Charges.* There is no service fee charged by us for using the Bill Payment Service. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider when you access the Bill Payment Service, and any other third party fees.

d. *Payment Scheduling.* Transactions begin processing on your Debit Date. The earliest Debit Date for Payment Instructions entered on a non-Business Day will be the next Business Day. When you schedule an individual payment, the earliest possible Arrival Date for each Biller (typically five (5) or fewer Business Days from the Debit Date) will be presented by the Bill

Payment Service when you are scheduling the payment, and you must select a Debit Date so that the associated Arrival Date is no later than the actual Due Date reflected on your Biller statement.

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

- e. *Payment Authorization and Payment Remittance.* By providing us with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, you agree that we may edit or alter (i) delivery data to meet USPS standards, or at the preference of a Biller, and (ii) account formats to deliver as electronic payments.

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

We will use our commercially reasonable efforts to make all your payments properly, and if we do not complete a payment from your account on time or in the correct amount according to this Agreement we will not be liable for your losses, costs or expenses except for your direct losses or damages to the extent directly relating to our gross negligence or intentional misconduct. We shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

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

further liability with respect to same except as expressly provided for above.

- f. *Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or a check payment.
- g. *Limits on Payments You Can Make.* You may not make a single Bill Pay Service payment in an amount greater than \$25,000, and up to \$50,000 in the aggregate per day. This limit would apply at the account level and is the same whether your Green Dot Account is an individual account or a joint account. We may, in our sole discretion, permit you to make higher single Bill Pay Service payments. Any Bill Pay Service payments you request will count against the daily dollar limit of purchases that you are permitted to make in a single day using your account, and will be considered to occur on the Debit Date.
- h. *Payment Cancellation Requests.* You may cancel or edit any Scheduled Payment by following the directions provided in the Bill Payment Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, on the Debit Date, it cannot be cancelled or edited, and therefore a stop payment request must be submitted.
- i. *Stop Payment Requests.* Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must call us at (833) 466-1236 or write us at Customer Care, P.O. Box 1070, West Chester, OH 45071 so that we receive your request at least three (3) Business Days prior to the Arrival Date. For any other payments, we will attempt to accommodate your request, but will have no liability for failing to do so.
- j. *Prohibited Payments.* The following payments are prohibited through the Bill Payment Service:
  - i. Payments to Billers outside of the United States or its territories.
  - ii. Payments prohibited by law.

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

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

posted or misdirected payments will be your sole responsibility.

1. EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY

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

EXCEPT TO THE EXTENT PROVIDED IN THE “PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE” SECTION, OR TO THE EXTENT REQUIRED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR ANY SOFTWARE OR DOCUMENTATION RELATED TO THE BILL PAYMENT SERVICE.

- m. *Sharing of Information.* As provided in our [Privacy Policy](#), certain information about you and your transactions will be shared with third parties and affiliates only for the purposes of assisting us in providing the Bill Payment Service.
- n. *Failed or Returned Transactions.* In using the Bill Payment Service, you are requesting the Bill Payment Service to make payments for you using your account. If we are unable to complete the transaction for any reason associated with your account (for example, there are insufficient funds in your account to cover the transaction), the transaction will not be completed and we will attempt to notify you.
- o. *Biller Limitation.* We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.
- p. *Returned Payments.* In using the Bill Payment Service, you understand that Billers and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Biller’s forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your account. You may receive notification from us.
- q. *Information Authorization.* Your enrollment in the Bill Payment Service may not be fulfilled if we cannot verify your identity or other necessary information. In addition, you agree that we reserve the right to obtain financial information regarding your account from a Biller (for



example, to resolve payment posting problems or for verification).

- r. *Contact Information Updates.* It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. You may update information as described in the Wealthfront app or in this Agreement.

## 10. 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](http://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, your Virtual 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.* On certain occasions, we may need to contact you via telephone in order to service your account. Per our [Privacy Policy](#), we will never share your telephone number or contact you by phone for marketing purposes. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number, for purposes of servicing your account only. 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.* As part of our policies and procedures put in place to protect your account from fraud and identity theft, we may need to access information about you from third parties. The use of this data is subject to the restrictions set forth in our Privacy Policy and only used for purposes of confirming your identity. 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. *Joint Accounts.* If the Account has more than one Account holder, both of you agree that each of you are bound by the terms of this Agreement and each of you are jointly and severally obligated in connection with any amount owed in connection with this Agreement (excluding any amounts owed by us). Any authorization or consent that either of you provide to us is effective for both of you. Unless otherwise required by applicable law, any notice or disclosure that we provide to either of you is effective for both of you.
- h. *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.
- i. *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.

- j. *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](http://www.fdic.gov).
- k. *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.
- l. *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.
- m. *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.
- n. *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.
- o. *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.

- p. *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.
- q. *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.
- r. *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 or Virtual 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.
- s. *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.
- t. *Security Interest & Setoff.* You grant us a security interest in your 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. 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).

- u. *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.
- v. *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.
- w. *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.

- x. *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.
- y. *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.
- z. *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.

## 11. 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](http://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 or Virtual 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.

## Appendix A

### Online and Mobile Banking Agreement

- 1. Introduction.** This Online and Mobile Banking Agreement (“*Online and Mobile 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 Online and Mobile 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. The term “*Wealthfront*” refers to Wealthfront Brokerage LLC, a broker-dealer registered with the Securities and Exchange Commission and member of FINRA/SIPC. This Online and Mobile Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Customer Debit 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 (“*Wealthfront 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 Online and Mobile Agreement in its entirety and all applicable laws, rules and regulations governing your use of the Website and/or the Wealthfront app, as well as any applicable terms and conditions made available to you in the Wealthfront app and/or on the Website at [www.wealthfront.com/legal](http://www.wealthfront.com/legal). This Online and Mobile Agreement may be amended by posting a new version to the Website and/or the Wealthfront 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 Wealthfront 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.

Wealthfront will, in its sole discretion, pick the platforms on which the Wealthfront app will work. We assume no obligation to offer support services for, or upgrades to, the Wealthfront 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 Wealthfront 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 Wealthfront 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 Wealthfront 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. **Wealthfront app End User License Agreement.** Wealthfront’s Terms of Use and other applicable agreements (“*Wealthfront Terms of Use*”) apply to your access and use of the Wealthfront app and Website. Either Green Dot or Wealthfront have the right to terminate or suspend your access to or use of the Green Dot Account via the Website or the Wealthfront app, with or without notice, in the event that you violate this Agreement or the Wealthfront Terms of Use.

Proprietary Rights; Use of Content.

The Website and Wealthfront app are owned and operated exclusively by Wealthfront, its affiliates and/or licensors, and, unless otherwise indicated, all designs, text, images, videos, graphics, software, and other content and materials appearing on the Website or Wealthfront app (collectively, “*Wealthfront Content*”) are the property of Wealthfront and are 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 of Wealthfront (collectively, “*Wealthfront Marks*”) appearing on the Website or Wealthfront app are the property of Wealthfront. Your use of the Wealthfront Content or Wealthfront Marks is governed by your agreement with Wealthfront, including the Wealthfront Terms of Use.

Any banking services and Bank content offered by or through the Wealthfront app (collectively, the “Banking Services”) are the property of Bank, or its affiliates, licensors and/or third-party service providers (collectively, 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 of Green Dot Parties (collectively, “**Green Dot Marks**”) appearing on or in the Website or Wealthfront app or accompanying Bank content (“**Green Dot Content**”) are the property of Bank or the Green Dot Parties. You may not make any use of any Green Dot Content or Green Dot Marks without the prior written consent of Bank. No Green Dot Content or Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except as licensed by Bank.

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 Wealthfront app may contain links to third party websites and services, over which Green Dot has no control. In addition, the Wealthfront 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 (available at <https://www.wealthfront.com/legal>) 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, compromised or stolen, or that someone has transferred or may transfer money from your Green Dot Account without your permission, write us at Disputes, P.O. Box 9, West Chester, OH 45071-0009, 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 Online and Mobile 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 Online and Mobile 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 Online and Mobile Agreement or your instructions. This provision shall survive the termination of this Online and Mobile Agreement.

**20. Other Terms.** This Online and Mobile 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](https://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 Online and Mobile Agreement, this Online and Mobile Agreement 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 Wealthfront app and/or Website is subject to Wealthfront's Terms of Use.

**21. Change in Terms.** We may add to, delete from, or change the terms of this Online and Mobile 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 Online and Mobile 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 Online and Mobile 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 Online and Mobile Agreement shall survive its termination.

Rev. March 2025