

Mobile Deposit Service Terms and Conditions

Last modified June 1, 2018

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

1. **Our Service.** Once you have received and activated your personalized Card, and if we, in our sole discretion, make the Service 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 Card. The check image and associated information transmitted electronically to us 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.”

2. **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, and we reserve the right to change the qualification and enrollment requirements at any time without prior notice. We will also require you to upload a picture of your driver’s license or other identifying documents prior to using the Service. Eligibility requirements can be found within the Mobile App after you have signed into your online account.

3. **Ownership and License.** You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology and website(s). You can use the Service through our mobile application (the “Mobile App”). We will, in our sole discretion, pick the platforms on which the Mobile App will work. Not all types of smartphones will be able to use the Mobile App. Your use of the Service and license to use the Mobile App are subject to the terms of our Mobile Application Terms of Use.

You are responsible for providing and maintaining the equipment that is necessary for use of the Service. Any equipment or software you obtain from a third party is at your sole discretion and must conform to our Service specifications and requirements. We assume no responsibility for the defects or incompatibility of any telephones or other mobile communications devices, or other equipment that you use in connection with the Service, even if we have previously approved their use. At our election, we may replace or repair the Mobile App. We assume no responsibility for any errors, failures, or malfunctions of your mobile device, or for any virus or related problems that may occur in connection with your use of this Service. We assume no obligation to offer support services for, or upgrades to, the Mobile App.

4. **Security Procedures.** You are required to use the online login credentials established for your Card (collectively, “Password”) to access our Service. You agree to: (a) review and comply with the online instructions we provide for using the Service; (b) take reasonable steps to safeguard the confidentiality and security of your Password; (c) refrain from disclosing your Password to others; (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (e) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way. Our security procedure is designed to verify your identity. It is not designed to detect errors by you.

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 Card. 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).

5. **Using the Service.** You agree to: (a) implement any changes or upgrades to the Service that we may require; (b) follow our Service instructions for capturing and transmitting Check Images to us; (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 these Terms and Conditions. By transmitting a Check Image to us through the Mobile App, you authorize us 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.

6. **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 Card; and (d) securely and thoroughly destroy the Original Check after you receive confirmation that your check funds have been posted to your Card. You agree to follow all other instructions provided by us 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.

7. **Limits.** We may establish limits on the dollar amount(s) and/or the number of checks you may deposit through the Service. We will make these limits available to you at the time you conduct your transaction. These limitations are available within the Mobile App. If you attempt to make a deposit in excess of these limits, we may, at our sole discretion, reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of these Terms and Conditions, and we will not be obligated to allow such a deposit at other times. We may modify these limits from time to time.

8. **Eligible Checks.** You agree that you will use the Service to make deposits to your Card account only by transmitting to us Check Images of "Eligible Checks". Eligible Checks are checks drawn on U.S. domiciled financial institutions in U.S. dollars that are:

- payroll checks;
- insurance agency checks;
- cashier's checks;
- money orders;

- 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.

9. **Certain Checks Not Permitted.** You may only use the Service to scan and transmit Eligible Checks made payable solely to you and which are properly endorsed by you. You agree that we are not obligated to accept for deposit any Check Image we receive and that we, in our discretion, determine to be ineligible for deposit using the Service. You may not use the Service to deposit:

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

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

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 Card for the amount until we receive the funds from the other institution. If we elect to credit your Card before then, we will charge the amount back

against your Card 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.

10. **Your Representations and Warranties.** You represent and warrant the following with respect to each Check Image that you transmit through the Service:

- (a) You have the legal right to accept the Original Check for deposit and negotiation to your Card, and the Check Image is of an Eligible Check.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) The Original Check is not otherwise prohibited by these Terms and Conditions.
- (h) You will only use the Service for lawful purposes and in compliance with the online instructions and applicable law.
- (i) You will not submit files containing malicious code.
- (j) 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.
- (k) 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.

11. **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.

12. **Confirmations.** We will provide you with a confirmation at the end of each transmission, confirming our receipt of your Check Image and related information. This confirmation does not mean that the transmission was error-free or complete. You agree that we shall not be deemed to have received your Check Image until we confirm receipt. If you do not receive a confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. Notwithstanding any confirmation by us of its receipt, we may reject the Check Image, with or without cause, and charge the amount credited back against any provisional credit to your Card.

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

13. **When Your Funds Will Be Deposited.** Our Business Days are Monday through Friday, but

excluding federal holidays. If you send us a Check Image on or after 5:00 p.m. Pacific time, or on a Saturday, Sunday, or federal holiday, we will not consider your Check Image to be received until the next business day. When you use the Service to send us a Check Image, subject to the cut off time described above, those funds generally will be deposited to your Card five (5) Business Days after the Business Day we receive your Check Image. Certain check deposits require manual review, and we may extend the hold period for these deposits. We will notify you if your check deposit requires manual review. We will notify you when the funds will be available. We may elect to extend this hold period, for all or a portion of the deposit, for any reason and will notify you if we do so.

14. **Returned Deposits.** Any credit to your Card for checks deposited 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 we may charge back the amount of the Original Check and send you notification of the return. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your Card accounts 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 Card account pending our investigation and resolution of the claim.

15. **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.

16. **Fees.** Currently, we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, as required by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You are solely responsible for the cost of any telephone service charges, network connection fees, data charges, communication lines, and other charges payable to third parties.

17. **Disclaimer.** WE AND THE LICENSORS OF THE MOBILE APP MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT, OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICE OR THE MOBILE APP MADE AVAILABLE TO YOU. YOU WAIVE AND RELEASE US AND THE LICENSORS FROM ANY WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NEITHER WE NOR THE LICENSORS WARRANT THAT OPERATION OF THE MOBILE APP OR SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. YOU AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

18. **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.

Any claim, action, or proceeding by you to enforce the Terms and Conditions or to recover for any Service-related loss must be commenced within one year (two years if you are a resident of Texas) from the date that the event giving rise to the claim, action, or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Service.

19. **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 the Terms and Conditions; (b) your actions or omissions, including your breach of any representation or warranty, or failure to comply with the Terms and Conditions; (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.

20. **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 history is sent or otherwise made available to you. Unless you notify us within 60 days, such account history regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

21. **Notices.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions; (b) unauthorized transactions involving your Card; (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. To change your email address or mobile phone number on file, log in to your online account or contact us for assistance.

22. **Compliance.** You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations.

23. **Change in Terms.** We may add to, delete, or change the Terms and Conditions at any time, with such notice as may be required by law. We may provide you notice as provided for in Section 22 above or by posting such addition, deletion or change on our website or within the Mobile App.

24. **Termination or Suspension of Service.** We reserve the right to terminate the Service at any time without notice to you. We may suspend or terminate your use of the Service at any time, with or without cause in our sole discretion. 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 sent to us. 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.