

RAPID! DISBURSEMENTS™ SITE TERMS OF USE

PLEASE READ THESE SITE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE. DO NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS.

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The following Site Terms of Use (“Terms of Use”) govern your access to and use of: (1) the websites to which these Terms of Use are posted (collectively, the “Site”) that are owned and operated by Green Dot Corporation, Green Dot Bank d/b/a GoBank, or their subsidiaries or affiliated companies (collectively, “Green Dot”, “we”, “us”, or “our”); (2) the Rapid! Disbursements wage disbursement services offered through the Site (the “Rapid! Disbursements Services”); and (3) any content, functionality, products, and other services offered on or through the Site (together with the Site and the Rapid! Disbursements Services, the “Services”). In these Terms of Use, “you” and “your” refer to any user of the Services.

The Services are only available to eligible employees of the employer indicated on the Site (“Employer”) that are at least 13 years of age and United States citizens or lawfully residing in the United States. The Employer, through an agreement with Green Dot, makes the Services available to its eligible employees, subject to these Terms of Use.

By accessing or using the Services, whether via computer, mobile device, or other technology, you represent that you have read and agree to be bound by these Terms of Use in their entirety and all applicable laws, rules, and regulations governing your use of the Services. We may revise these Terms of Use at any time by posting a new version on the Site, which version will be effective upon posting. If you do not agree to the new version of these Terms of Use, do not use the Services. Your access to and use of the Services are subject to the version of these Terms of Use in effect at the time of your access or use of the Services. Your continued use of the Services following the posting of a revised version of these Terms of Use means you accept the revised version.

Please note that if you have a Green Dot payment card, these Terms of Use are not intended to, and do not, modify or alter the terms of your Deposit Account Agreement or Cardholder Agreement, as applicable, which governs your use of your payment card.

Rapid! Disbursements Services

The Rapid! Disbursements Services may allow you to select certain payment options for receiving wages from your Employer and access related services and information. Green Dot provides the Rapid! Disbursements Services to you on behalf of your Employer. You acknowledge and agree that your access to and use of the Services does not create an employer-employee, fiduciary, or other relationship between you and Green Dot. Green Dot is not responsible for calculating, determining, or funding wage payments or for providing pay statements or other information about wages or your employment with your Employer. You must direct all questions, comments, and concerns related to your employment and wages to your Employer, and you must resolve all disputes related to your employment and wages directly with your Employer.

Privacy; Consent to Receive Text Messages

To access and use the Services, you must provide certain personal information and non-personal information. Your use of the Services is governed by our Technology Privacy Statement and, if applicable, the Privacy Policy applicable to your Green Dot payment card or other product or service, which explain how we collect, store, share, or otherwise use your personal information and non-personal information, and you consent to all actions we take with respect to your information consistent with our Technology Privacy Statement and, if applicable, Privacy Policy.

If you provide us with your phone number, you consent to receive automatically dialed and prerecorded calls and text messages at that number from us or others acting on our behalf related to the Services.

Registration; Accounts

As a condition of using certain aspects of the Services, you may be required to register for an account ("Account"). To register for an Account, you must: (1) provide information about yourself in the registration form; (2) maintain and promptly update such information; and (3) establish a username and password that you will keep secure. To use the Services, you may also be required to provide additional information from time to time. You represent and warrant that any information you provide in connection with the Services is truthful, accurate, current, and complete, and you agree not to misrepresent your identity. Green Dot shall have no liability associated with or arising from your failure to provide or maintain truthful, accurate, current, and complete information in connection with your use of the Services.

You agree not to provide access to your Account or your user username or password to others. You are solely responsible for: (1) protecting the security of your Account username and password; (2) all use of your Account; and (3) ensuring that use of or access to your Account complies fully with these Terms of Use. If you authorize or allow anyone else to use your Account (e.g., by sharing your username and password), the person may be able to change your wage payment preferences (e.g., the bank account to which your wages are deposited), and you will be responsible for all Account activity performed by that person. If you believe your Account username or password have been obtained or used by any unauthorized person or you become aware of any other breach or attempted breach of the security of the Services or your Account, you must immediately notify your Employer, and you must immediately contact customer support for the Services by phone or email.

Proprietary Rights; Use of Content

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Your Conduct

In using or accessing the Services, you agree: (1) not to use the Services or any of the Content for any unauthorized, unlawful, or fraudulent purpose; (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 Services or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Services; (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 Services 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 Services may contain links to third-party websites and services, over which Green Dot has no control. You acknowledge and agree that Green Dot does not endorse, verify, or make any representations regarding these third-party websites and 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 that may be incurred by you as a result of these third-party websites and services. It is recommended that you carefully review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products 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 Services and to block or prevent future access to and use of the Services 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 Services, temporarily or permanently, at any time without notice to you. You agree that Green Dot shall not be liable to you or to any third party for any termination, change, modification, suspension, improvements, or discontinuance of any or all aspects of the Services.

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The Green Dot Partners 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, 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 the Green Dot Partners' reasonable control.

Limitation of Liability

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL GREEN DOT OR ANY OF THE GREEN DOT PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS, OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, EVEN IF A GREEN DOT PARTNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES, ARISING IN CONNECTION WITH: (1) THE SERVICES; (2) YOUR USE OR INABILITY TO USE THE SERVICES OR CONTENT; (3) ANY THIRD-PARTY WEBSITE OR SERVICE USED IN CONNECTION WITH OR AVAILABLE THROUGH THE SERVICES; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED IN CONNECTION WITH THE SERVICES; OR (5) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CUMULATIVE LIABILITY OF THE GREEN DOT PARTNERS TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ACCESS TO THE SERVICES. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE SERVICES.

Indemnification

You agree to indemnify, defend, and hold harmless the Green Dot Partners from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) your violation of these Terms of Use or any law, rule, or regulation; (2) your use of the Services or any Content; (3) loss of any data or account information; and (4) any material sent by you to Green Dot. You will cooperate as fully and reasonably as required by Green Dot in the defense of any claim. Green Dot reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Green Dot.

Governing Law

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of California excluding conflicts of law rules. Any dispute arising from these Terms of Use or the Services shall be resolved in the state or federal courts residing in Los Angeles, California and you irrevocably agree to the jurisdiction of such courts. Green Dot makes no representation that the Services or Content are appropriate or available for use in jurisdictions outside the United States, or that the Terms of Use comply with the laws of any other country.

Export Control

The supply of goods, services, and software through the Services is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Services, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services, or software through the Services if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, or Entity List or (2) you intend to supply the acquired goods, services, or software to Cuba, Iran, North Korea, Sudan, or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, or Entity List.

Assignment

You will not assign (including, without limitation, by operation of law, change of control, or otherwise) your rights or licenses to the Services provided under these Terms of Use, either in whole or in part, without the prior written consent of Green Dot, and any attempted assignment contrary to the foregoing will be void and have no effect. We may freely assign all or a portion of our rights under these Terms of Use.

Waiver and Severability

No waiver by Green Dot of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Green Dot to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Contact Us

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