

MONEYPAK® TERMS AND CONDITIONS

Last Updated: July 26, 2022

These terms and conditions (these “**Terms**”) govern the use of the MoneyPak. Green Dot Bank is responsible for the funds associated with the MoneyPak from the time the MoneyPak is purchased until the funds are transferred to the financial institution that issued the designated personalized prepaid card or debit card, and Green Dot Corporation provides certain administrative and marketing services for the MoneyPak. In these Terms, “**Green Dot,**” “**we,**” “**us,**” and “**our**” refer to Green Dot Bank and Green Dot Corporation.

Please read these Terms carefully. By purchasing the MoneyPak at an authorized retail location (“**Retailer**”) or using (or allowing another person to use) the MoneyPak, you (and any person you allow to use the MoneyPak) agree to these Terms. Green Dot may change these Terms, at any time without notice to you, subject to applicable law.

SCHEDULE OF FEES

Fee Type	Fee
Purchase Fee	There is a one-time fee for the MoneyPak that will be collected by the Retailer at the time of purchase. Check with the Retailer for information on this fee before you purchase the MoneyPak.
Monthly Fee	A \$5.95 monthly fee will be debited from the balance of the MoneyPak starting on the 31st day after purchase, except where prohibited by law.

The MoneyPak. INTEREST WILL NOT BE PAID TO YOU FOR ANY VALUE ASSOCIATED WITH THE MONEYPAK. THERE IS NO CREDIT CARD, CREDIT LINE, OVERDRAFT PROTECTION, OR DEPOSIT ACCOUNT ASSOCIATED WITH THE MONEYPAK. THE VALUE ASSOCIATED WITH THE MONEYPAK IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC).

Using the MoneyPak. The MoneyPak has no value until it is activated by the Retailer at the time of purchase. You may use the unique number printed on the MoneyPak (the “**MoneyPak Number**”) to add funds to a personalized prepaid card issued by Green Dot Bank or a personalized prepaid card or debit card issued by a third-party financial institution (“**Issuer**”). Treat the MoneyPak the same as you would cash. We are unable to replace the funds associated with the MoneyPak if it is lost, stolen, or damaged.

Funds will be “loaded” or added to the MoneyPak at the time of its purchase. The minimum and maximum amount that may be added to the MoneyPak may vary by Retailer. You may wait up to 90 minutes, and in some cases longer if fraudulent activity is suspected, after purchasing the MoneyPak to use it to add funds to a personalized prepaid card or debit card (a “**Transaction**”).

The MoneyPak can only be used for a single Transaction and cannot be reloaded with additional funds for future use. The entire balance of the MoneyPak will be transferred when you make the Transaction. The MoneyPak cannot be used to purchase goods or services or to obtain cash at automated teller machines. You agree that you will use the MoneyPak only as instructed. We may refuse to sell the MoneyPak or process any Transaction that we believe may violate these Terms or applicable law.

Limits on the Use of the MoneyPak. For security or other reasons, we reserve the right to impose limits on the MoneyPak, including limits on the amount of the Transaction you can perform with the MoneyPak, subject to applicable law. More information on applicable limits is available at

www.moneypak.com. Any limitation on the MoneyPak will not otherwise affect your rights and obligations under these Terms.

Your Representations and Warranties. By retaining, using, or authorizing the use of the MoneyPak, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) you are a U.S. citizen or legal alien residing in the United States or Puerto Rico; (iii) any and all personal information that you provide to us in connection with the MoneyPak is true, correct, and complete; (iv) you have received and reviewed these Terms and agree to be bound by and to comply with them; and (v) you accept the MoneyPak.

Information Collection and Profile Creation. In order to use the MoneyPak to make a Transaction, you must: (i) have access to the Internet and create a profile at www.moneypak.com by providing certain identification information, including your name, residential street address, Social Security number, date of birth, mobile phone number, and email address; (ii) have a mobile device that is capable of sending and receiving text messages; and (iii) verify your mobile phone number, which may require you to authorize us to send you text messages and access location information from your mobile device. We may also ask to see your driver's license or other identifying documents. We will use the information to identify you and to process your Transaction and also to provide you with offers for additional products and services. Please see our [Privacy Statement](#) for further information. An Issuer's privacy policy may also apply, depending on the nature of your Transaction and the Issuer's own policies; for information on an Issuer's privacy policy, please contact the applicable Issuer, as this is outside of Green Dot's control. Although no credit history is required to obtain the MoneyPak, you authorize Green Dot to obtain information about you from time to time from credit reporting agencies and other third parties. You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

Insufficient Balance. You should load sufficient value to the MoneyPak to pay for the Transaction you wish to execute. We are not responsible for any late fees, overdrafts, declined transactions, service terminations, or any other losses if the balance of the MoneyPak is insufficient to pay for the Transaction you wish to execute.

Refunds. Once a Transaction is completed, Green Dot is not able to refund the Transaction amount. To request a refund for an unused MoneyPak, you must visit www.moneypak.com and provide certain identification information and the MoneyPak Number. We may also require you to provide a copy of your government-issued identification and a copy of your receipt for the MoneyPak. We reserve the right to limit or decline refunds.

Disputes with Issuers or Third Parties. We are not responsible for the delivery, quality, safety, legality, or any other aspect of any accounts, products, or services provided by Issuers or other third parties. You must resolve all issues and disputes related to such accounts, products, and services with the applicable Issuer or other third party.

MoneyPak Expiration. There is no pre-set expiration date for the MoneyPak. The MoneyPak is deemed to be expired when the balance is \$0.

Life of the MoneyPak. Subject to these Terms, the MoneyPak is valid until the balance is \$0.

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

Fees and Charges. We will charge you, and you agree to pay, the fees set forth in the Schedule of Fees above. We normally deduct fees automatically from the MoneyPak balance at the time a fee or charge is incurred.

Information Disclosed to Third Parties. We may disclose personally identifiable information to third parties (including, but not limited to Issuers) about you, the MoneyPak, and the Transactions you make: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the MoneyPak 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 MoneyPak or perform data processing, records management, collections, fraud prevention, or other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate, or report possible illegal activity; (vii) in order to issue authorizations for Transactions; and (viii) as permitted by applicable law. Please see our [Privacy Statement](#) for further details.

Change in Terms. Subject to the limitations of applicable law, we may at any time add to, delete, or change these Terms with or without notice to you. The current Terms can be found at www.moneypak.com.

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

Delay of Rights. Green Dot can waive or delay enforcement of any of its rights under these Terms without losing them.

Non-Assignability. You may not assign or transfer these Terms or any of your rights or obligations under these Terms. Any attempt to the contrary will be null and void. These Terms will be binding on you, your executors, and administrators.

Entire Agreement. These Terms set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the MoneyPak and supersede any prior or contemporaneous understandings or agreements between you and us with respect to the MoneyPak.

Severability. If any of the terms of these Terms are invalid, or declared invalid by order of court, regulatory authority, or change in applicable law, the remaining terms of these Terms will not be affected, and these Terms will be interpreted as if the invalid terms had not been included in these Terms.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THESE TERMS, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE MONEYPAK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

Questions. If you have questions regarding the MoneyPak, please review our frequently asked questions at www.moneypak.com.

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

ARBITRATION NOTICE

THESE TERMS CONTAIN AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

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 MoneyPak; (ii) any service relating to the MoneyPak; (iii) the marketing of the MoneyPak; (iv) these Terms, including the validity, enforceability, interpretation, scope, or application of these Terms and this arbitration provision (except for the prohibition on class or other non-individual claims, which will be for a court to decide); and (v) any other agreement or instrument relating to the MoneyPak ("**Claim**") will be decided, upon the election of you or Green Dot (or Green Dot's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association ("**AAA**") will serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at www.adr.org or by writing to AAA at American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or Green Dot, Claims made by or against anyone connected with you or Green Dot or claiming through you or Green Dot (including an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) will be subject to arbitration as described herein.

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

Individual Claims Only. Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, the purchaser and any authorized users of a single MoneyPak are considered as one person, and Green Dot, its officers, directors, employees, agents, and affiliates are considered as one person.

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

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or a former or retired judge. The arbitration will 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 will govern. Any in-person arbitration hearing for a Claim will 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 will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "**FAA**"), and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA.