

**DAYFORCE WALLET DEBIT MASTERCARD  
DEPOSIT ACCOUNT AGREEMENT**

## **WELCOME!**

This Deposit Account Agreement (this “*Agreement*”) explains the fees, policies, terms, and conditions that govern your Dayforce Wallet Debit Mastercard® debit card (“*Card*”) and the associated FDIC-insured, non-interest-bearing deposit account (your “*Account*”). This Agreement includes all appendices attached hereto, such as the Mobile Banking Agreement attached as Appendix A, and any other terms and conditions incorporated by reference.

In this Agreement, “*you*” and “*your*” refer to the owner of the Account, and “*Bank*,” “*we*,” “*us*,” and “*our*” refer to Green Dot Bank, Member FDIC, the issuer of your Card and the bank that holds the money in your Account. 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. Your deposits at any of the financial institutions operating under these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage.

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

1. Getting Started.

- a. *General.* Your Account is a deposit account. Money in your Account will not earn interest. To open and use an Account, you must (i) be 18 years of age or older, (ii) be a United States citizen or lawful permanent resident, and (iii) have a physical address in one of the 50 states of the United States, the District of Columbia or Puerto Rico (collectively, the “U.S.”). 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 an Account. As such, when you apply for an Account, we will ask for your name, address, date of birth, social security number, mobile phone number (or, in our discretion, another type of phone number), and other information that will allow us to identify you. We may also use other methods of data collection, like device ID and geolocation data generated from your devices, and other sources of data to verify the personal information you provide to us, including, but not limited to, the collection and validation of your state-issued ID or other printed documentation and data related to your mobile phone, computer, and/or other devices. In addition, before you may use certain features of your Account, we may require you to undergo further identity or Account verification, including, but not limited to, activating your physical, personalized Card (“**Personalized Card**”), verifying your email address or mobile phone number, or uploading an image of your state-issued ID for verification. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. During the first 30 days your Account is open, we reserve the right to impose additional limits on the individual and aggregate number of transactions and the corresponding dollar amounts that may be transacted through your Account, subject to applicable law.

2. Fees. Our fee schedule below describes the fees associated with your Account and certain related services. We may offer additional products, services, and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. In addition to the fees listed below, there are some situations where a third party may charge additional fees. For example, when you use an ATM to withdraw funds from your Account outside our network, you may be charged a fee by the ATM operator in addition to our fee. Except as expressly noted below, the fees listed in the schedule below will be deducted from your Account balance when they are assessed. If your Account balance is less than the fee amount or your Account balance is negative, the assessment of the fee will result in a negative balance in your Account or increase the negative balance of your Account, as applicable. If that occurs, any subsequent deposits or credits to your Account will first be applied to the negative balance. For more information about negative balances, see Section 10.r. titled “Negative Balances”. In the event that your Account balance does not contain sufficient funds to cover the fees associated to a product or service offering, such product or service offering will be declined. For example, in the case of an Instant Transfer<sup>1</sup> transaction (defined below) involving

---

<sup>1</sup> Not all types of accounts are eligible for the Instant Transfer service and although Instant Transfers generally are processed within minutes of your request, it could take longer in some cases. We cannot guarantee the timely delivery or return of funds as a result of another financial institution’s failure to act in a timely manner. In addition, we may delay or suspend the processing of an Instant Transfer for security and fraud purposes and as otherwise specified in this

an external account, if your Account balance is less than the total transfer amount, including the Instant Transfer Fee, the transfer request will be declined.

| Fee Type   | Fee   |
|--|---|
| <b>Purchase/Maintenance Fees:</b>                            |   |
| Card Purchase Fee  | \$0.00  |
| Monthly Maintenance Fee                                      | \$0.00  |
| Inactivity Fee   | \$0.00  |
| <b>Value Load/Reload Fees:</b>                               |   |
| Retail Reload  | Varies by retailer, up to \$4.95  |
| Direct Deposit   | \$0.00  |
| Card to Bank Transactions                                    | \$0.00  |
| <b>Transaction Fees:</b>                                     |   |
| Domestic POS PIN   | \$0.00  |
| International POS PIN  | \$0.00  |
| Domestic Signature   | \$0.00  |
| International Signature                                      | \$0.00  |
| Rejected ACH Debit   | \$0.00  |
| Rejected ACH Credit  | \$0.00  |
| Declined Domestic POS  | \$0.00  |
| Declined International POS                                   | \$0.00  |
| Instant Transfer Fee<br>(see Section 9 for more information) | 2% of the amount transferred, rounded to the nearest cent, subject to a minimum fee of \$0.60 and a maximum fee of \$10.00 per transfer. This fee is charged when you make an Instant Transfer, and is debited, together with the transfer amount, from your Account. |
| Money Transfer Out Fee <sup>2</sup>                          | 2% of the amount transferred, rounded to the nearest cent, subject to a minimum fee of \$0.90 and a maximum fee of \$10 per transfer. This fee is charged when you make a Money Transfer Out, and is  |

Agreement. See Section 9 for more information.

<sup>2</sup> A “**Money Transfer Out**” transaction refers to a near real-time transfer of funds from your 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, our exact fees may not be viewable simultaneously with the transaction, and we are not responsible for any costs or losses incurred if transfers are not permitted or are restricted or delayed.

|  | debited from your Account.  |
|--|---|
| <b>ATM Fees:</b>                             |   |
| Domestic In-Network ATM Cash Withdrawal      | \$0.00<br><br>“In-Network” refers to all ATMs in our network that are surcharge-free. To find an in-network ATM, check the Dayforce Wallet mobile (the “Mobile App”). |
| Domestic Out of Network ATM Cash Withdrawal* | \$2.50  |
| Domestic ATM Balance Inquiry                 | \$0.00  |
| Domestic ATM Decline                         | \$0.00  |
| International ATM Cash Withdrawals*          | \$2.50  |
| International ATM Balance Inquiry            | \$0.00  |
| International ATM Decline                    | \$0.00  |
| <b>Service Fees:</b>                         |   |
| Foreign Transactions**                       | 3.00% of total transaction amount   |
| OTC Teller Withdrawal                        | \$0.00  |
| Customer Service IVR                         | \$0.00  |
| Customer Service Live Agent                  | \$0.00  |
| Outbound email/SMS Alerts                    | \$0.00  |
| Inbound SMS Balance Inquiry                  | \$0.00  |
| Reissue of Expired Card                      | \$0.00  |
| Card Replacement Standard or Lost/Stolen     | \$0.00  |
| Express Delivery                             | \$24.95 for replacement Card delivered on an expedited basis (generally within 2-3 business days).  |
| Balance Refund Check                         | \$0.00  |

\* You may also be charged a fee by the ATM operator in addition to our fee, even if you do not complete a transaction.

\*\* This fee is only charged if you conduct a transaction in a currency other than U.S. dollars (each a “**Foreign Transaction**”). This fee is in addition to any other fee that may apply to a Foreign Transaction. Please note that use of your Card outside of the U.S. is limited; see Section 5.e. titled “Foreign Transactions” for more information.

### 3. General Information About Deposits, and Limits

- a. *General.* If you are approved for an Account, we will mail you a Personalized Card that is linked to your Account. If you are approved, we will provide you with Card information (“*Virtual Temporary Card*”) that you may use online at merchants that accept Mastercard prior to receiving and activating your Personalized Card. You may make deposits to your Account in cash at participating retailers, or may also deposit funds via automated clearing house (“*ACH*”) which includes deposits via direct deposit, subject to applicable fees, limits, and conditions. We may offer you additional ways to deposit money from time to time, and any applicable fees or limits will be disclosed to you at the time they are offered to you. More information regarding how to deposit money to your Account can be found via the Dayforce Wallet mobile application (“*Mobile App*”).
  - b. *Limits on Deposits.* We may refuse to accept a deposit to your Account, limit a deposit’s size, or return all or part of a deposit to you or the sender. Except as otherwise permitted by us, no other person may deposit money to your Account on your behalf, and we reserve the right to reject any such deposit. We will not accept checks or cash mailed to us for deposit, cash deposits at ATMs, or inbound wire transfers. If you deposit cash at a participating retailer, please be aware that retailers have their own minimum and maximum deposit limits.
  - c. *Direct Deposits.* You may arrange to have funds transferred directly to your Account by your employer or other appropriate payor once we have successfully verified your personal information. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at (800) 342-9167, or use the Mobile App to find out whether or not the deposit has been made. Funds from direct deposits will generally be available on the day we receive the transfer. In case of transmission error or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, funds will generally be available within five business days after we receive the transfer. We reserve the right to reject or limit transfers via direct deposit 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 your direct deposit authorization at any time by sending a written notice to your employer or payor and providing your employer or payor and the Bank sufficient time to act upon the notice.
4. Funds Availability. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, federal holidays, and legal banking holidays in the State of Utah.
- a. *Cash Deposits.* Cash deposits made through participating retailers are generally made available within 60 minutes from the time the transaction is reported to our technology systems by the retailer. Retailers may charge and collect fees of up to \$4.95 when depositing cash to your Account at their locations. This fee is subject to change. This fee is not deducted from your Account and will not be reflected in any periodic statement. This fee can be lower depending on how and where you deposit cash.
  - b. *Direct Deposits.* Electronic direct deposits 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, transferred, or withdrawn the funds, you are still responsible for any problems involving your deposit. If a deposit is made on a business day, we will consider that day to be the day of your deposit. However, if a deposit is made on a non-business day or on a day we are not open, we will consider that the deposit was made on the next business day.

- c. *Special Rules for New Accounts.* During the first 30 days your Account is open, funds from deposits of cash will be available on or before the first business day after the day of your deposit. We may also impose different funds availability limits for other forms of deposits during the first 30 days your Account is open, which we will notify you as required by applicable law.
- d. *Other Types of Deposits.* Funds availability rules for other types of deposits will be disclosed to you at the time those other deposit options are offered to you.

## 5. About Your Card and Account

- a. *General.* Your Card is linked to your Account. You will be able to set a personal identification number (“*PIN*”) for your Card. You agree not to disclose your PIN to others and to safeguard its confidentiality. Except as otherwise provided, and subject to the limits specified in this Agreement, you may use your Card to purchase goods and services anywhere Mastercard debit cards (as applicable) are accepted and to access cash at ATMs and from tellers of financial institutions displaying the Mastercard name and/or logo, as applicable. Please note that if you use your Card to get Account balance information from an ATM, the balance may not reflect recent transactions and may include funds that are not available for immediate withdrawal; see Section 8 titled “We Use The Available Balance Method” for more information.
- b. *Charges to Your Card and Receipts.* Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money in your Account. You should get a receipt at the time you make a transaction or obtain cash using your Card.
- c. *Limits on the Use of Your Card and Account.* We reserve the right, in our sole discretion, to limit the amount, number, and type of transactions you can make using your Account. We may, in our sole discretion, further limit your use of your 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 your Card or Account at unlawful domestic or international gambling websites, at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access your Account; and (iv) use your Card only as permitted by us. We may refuse to issue a Card, revoke or suspend your Card or Account privileges, or cancel your Card or Account 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. You cannot sell or transfer your Account to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card or Account, you are responsible for all transactions made by that person, even if they exceed the authorization granted. Your Card can only be used for cash withdrawals at ATMs and for teller cash withdrawals in the U.S. and its territories, Canada, and Mexico. We may, in our sole discretion, allow you to use your Card for cash withdrawals in other countries. Notwithstanding the foregoing, we reserve the right to limit or block the use of your Card in foreign countries due to fraud or security concerns or to comply with applicable law.

- d. *Money in Your Account May Be Held Until a Transaction is Completed.* When you use your Card or Account to pay for goods or services, certain merchants may ask us to authorize or “hold” the transaction in advance and may estimate the final purchase amount. In addition, when you use your Card for an ATM withdrawal or a teller cash withdrawal, we generally authorize the transaction in advance (including all applicable fees). When we authorize a transaction, we commit to make the requested funds available when the transaction finally settles and will place a hold on your Account’s 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 transactions with 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 with certain merchants that authorize high dollar amounts, such as rental car companies and hotels, and certain cash and international transactions may cause a hold on money in your Account for up to 90 days. You will not be able to use the money in your Account that is on hold until the transaction finally settles or the hold is otherwise released. For more information about how we determine the amount of money in your Account available for your use and withdrawal, see Section 8 titled “We Use The Available Balance Method”. If a pending transaction is not presented to us for payment within our established time period after being authorized (typically, three business days, but may be up to 90 days for certain types of transactions, as described above), we will release the hold. Note that if a transaction is presented to us for payment from your Account after we have released the hold, we must honor the transaction, which may result in a negative balance in your Account. For more information about negative balances, see Section 10.r. titled “Negative Balances”. When a transaction finally settles, we will charge your Account for the amount of the final transaction, including any applicable fees, and then will release the hold on any remaining amount of money, as applicable.
- e. *Foreign Transactions.* If you conduct a Foreign Transaction, 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 then-current policies. Mastercard currently uses a conversion rate that is either: (i) selected from a range of rates available in wholesale currency markets on or one day prior to its central or transaction processing date (which rate may vary from the rate Mastercard itself receives) or (ii) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of the Foreign Transaction and the date it is posted to your Account. The Foreign Transaction Fee set forth



in Section 2 titled “Fees” is in addition to any of the Bank’s other fees, including, but not limited to, the teller cash withdrawal and ATM withdrawal fee.

We monitor your Account for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad), it is possible that your Foreign 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 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 in a foreign country and want to confirm that the Card can be accepted in that country.

- f. *ATM Safety.* You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at an ATM, cancel the transaction, pocket your Card, and leave. Be careful when using an ATM and be aware of the surroundings, especially at night or in isolated areas. Park near an ATM in a well-lighted area. At night, have someone accompany you to an ATM when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using an 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 ATM transaction receipts. Check them against your statements regularly. Prepare deposits at home to minimize your time at an ATM. 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 ATMs.**
  - g. *Refunds on Purchases.* Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your Account. For security reasons, if a credit is applied to your Account for which there was no debit originally, we may block the use of your Account.
6. Limits on Your Account. In addition to any other limits included in this Agreement, your Account is subject to the following limits:
- a. *Account Balance.* The maximum Account balance is \$50,000, but we may, in our sole discretion, allow your Account balance to exceed this limit.
  - b. *Daily Cash Deposits.* You may deposit up to \$3,000 in cash per day in the aggregate. There is no deposit limit for ACH deposits (subject to the maximum Account balance limit).
  - c. *Daily and Monthly ATM Cash Withdrawals.* You may withdraw up to \$500 in cash in the aggregate from ATMs per day and \$3,000 in the aggregate per month. The maximum number of ATM cash withdrawal transactions per day is 10. We may, in our sole

discretion, permit you to withdraw higher amounts of cash.

- d. *Total Daily Purchase and Cash Withdrawal.* You may perform purchase transactions up to \$10,000 per day in the aggregate using your Virtual Temporary Card. Once you have activated your Personalized Card, you may perform purchase and cash withdrawal transactions up to \$10,000 per day in the aggregate using your Personalized Card (inclusive of any cashback transactions). You may perform purchase transactions with cashback up to \$2,500 per day in the aggregate and \$3,000 per month in the aggregate using your Personalized Card.
- e. *Bank Transfer Services Limits.* Refer to Section 9 for information regarding limits on Bank Transfer Services.
- f. *Money Transfer Out Limit.* You can use Money Transfer Out to transfer up to an aggregate of \$5,000 daily. However, effective no earlier than February 1, 2024, during the first 7 days your Account is open, the maximum amount of Money Transfer Out transactions is \$500 in the aggregate.
- g. *Other Limits.* You agree not to use your Account for business purposes. We may, in our sole discretion, close your Account if we determine that it is being used for business purposes. We may revoke or suspend your Account privileges or cancel your Account with or without cause or notice, other than as required by applicable law.

## 7. Electronic Fund Transfers; Other Rights & Terms

- a. *Your Liability for Unauthorized Electronic Fund Transfers.* **Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or funds have been transferred from your Account without your permission. Reporting such loss, theft, or unauthorized transfer by calling us at (800) 342-9167 is the best way of keeping your possible losses down. You could lose all the money in your Account.** If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. (Note: Since your Card is a Mastercard Card, you will not be held responsible for unauthorized transactions processed by Mastercard if you use care in protecting your Card and PIN and notify us immediately of any unauthorized use.)

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

- b. *In Case of Errors or Questions About Your Electronic Transfers.* Call us at (800) 342-9167 or write us at Customer Care, P.O. Box 1070, West Chester, OH 45071-1070 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on a statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When notifying us, you will need to tell us: (i) your name and Account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. 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. You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Account.

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 provide a provisional credit to your 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 Account.

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

- c. *Our Liability for Failing to Make Transfers.* If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 *et seq.*). There are some exceptions, however. We will not be liable, for instance: (i) if through no fault of ours, your Account has insufficient funds for the transaction or the funds are unavailable for withdrawal (e.g., because they have not been finally collected or are subject to legal process); (ii) if the ATM where you are trying to make a withdrawal does not have enough cash; (iii) if the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you started the transaction; (iv) if a merchant refuses to honor your Card; (v) if you attempt to use a Card that has not been properly activated; (vi) if the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely; (vii) if your Card has been reported as lost, stolen, or

compromised or has been suspended by us, if we have limited or revoked your Account privileges, or if we have reason to believe the transaction is not authorized by you; (viii) if the transaction cannot be completed because your Card is damaged; (ix) if circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, pandemic, computer breakdown, telephone line disruption, or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us; or (x) as otherwise provided in this Agreement.

- d. *Account Statements.* You will get an Account statement each monthly statement period (unless there are no transfers in a particular month). In any case, you will get an Account statement at least quarterly, unless your Account is dormant or inactive. You will have access to these statements via the Mobile App. We do not mail paper statements.
- e. *Business Days.* Except as otherwise provided in this Agreement, our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah.
- f. *Amendments/Changes in Account Terms.* We may add to, delete, or change the terms of this Agreement at any time by mailing, emailing, posting a message in the Mobile App or delivering a notice, a statement message, or an amended agreement to you at the last address (location or email) on file for you, your Account, or the service in question. Unless otherwise required by applicable law, we may amend this Agreement without prior notice (e.g., by posting the information via the Mobile App or otherwise making it available to you). We may substitute similar services or discontinue currently offered services 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.
- g. *Information Given to Third Parties.* We may disclose information to third parties about you, your Account, and the transactions on your Account: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of your 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 your Account 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 your Account; (viii) to disclose the existence, history, and condition of your Account to consumer reporting agencies; and (ix) as permitted by our Privacy Policy. See our Privacy Policy for further details. Subject to any applicable privacy policies or personal data handling policies of the Bank or Ceridian, we can also disclose information that is not personally identifiable for other purposes.
- h. *Outbound ACH Transfer.* Outbound ACH Transfers are governed by rules set forth by the National Automated Clearing House Association (“NACHA”). You agree to be bound by, and make the applicable warranties and representations required by, the NACHA rules. In

the event of any conflict between the NACHA rules and any provision of this Agreement, the NACHA rules will prevail. You may obtain a copy of the NACHA rules, for a fee, through [www.nacha.org](http://www.nacha.org).

- i. *ACH Transfers to your Account.* In addition to the other terms in this Agreement, any credit to your Account for an electronic transfer of funds transmitted via ACH by an originating depository financial institution (“ODFI”) is provisional until we receive final settlement through a Federal Reserve Bank, or otherwise receive payment in a manner acceptable to us. If we do not receive final settlement or payment, we are entitled to a refund from you for any amount credited to your Account and may deduct such amount from your Account without notice to you and the ODFI will not be considered to have paid the amount of the credit entry to you. According to the rules set forth by NACHA (as defined below), we are not required to provide you with notice that we have received an ACH transfer to your account unless we have expressly agreed otherwise.

#### 8. We Use The Available Balance Method

- a. *Determining Your Account’s Available Balance.* The “**Available Balance**” of your Account is defined as the most current record of the amount of money in your Account available for your use or withdrawal. We use the Available Balance to authorize your transactions during the day (e.g., Card purchases and ATM withdrawals). We also use the Available Balance to pay your transactions in our nightly processing. Note that the Available Balance of your Account may not represent the current balance of your Account due to pending transactions. We calculate your Available Balance as follows:
  - i. We start with the ending daily Account (posted) balance from our prior business day nightly processing that includes all transactions deposited to or paid from your Account;
  - ii. We subtract from this amount any holds placed on a deposit to your Account and any holds placed due to legal process;
  - iii. We add pending deposits that are immediately available for your use (see Section 4 titled “Funds Availability” for details); and
  - iv. We subtract pending withdrawals that we have either authorized (such as Card purchases and ATM withdrawals) or are known to us (such as your preauthorized automatic ACH (as defined below) withdrawals that we receive for payment from your Account) but have not yet processed (see Section 5.d. titled “Money in Your Account May Be Held Until a Transaction is Completed” for details).
- b. *How We Process (Post) Transactions to your Account.* We may charge your Account on the day that a transaction is presented (or returned) to us directly or electronically for payment. We may charge your Account or place a hold on funds at an earlier time if we receive notice that an item deposited to your Account is being returned, or if we receive notice that your electronic payment (e.g., at a point-of-sale) is being processed for collection.

- c. *Negative Balances.* You may not perform transactions that exceed the Available Balance of your Account, and we generally will not authorize or pay transactions that exceed the Available Balance of your Account. Please note, however, that some merchants: (i) may not check with us for authorization of the transaction amount; (ii) may check with us for authorization of the transaction amount but later present a transaction for payment that is for a higher amount; or (iii) may not timely present a transaction to us for payment, and therefore some transactions may be paid from your Account even if the Available Balance of your Account is insufficient, resulting in a negative balance in your Account.

You are fully liable for the amount of any negative balance on your Account, including any applicable transaction fees. Any negative balance on your Account must be paid immediately, without notice or demand from us, by depositing funds to your Account. Without limiting any other provisions of this Agreement, if you do not deposit funds to your Account to cover a negative balance within 60 days of its creation, we may close your Account. Without limiting the foregoing, we reserve the right to pursue collections for any negative balance on your Account, and we may offset any negative balance on your Account with subsequent deposits, and other credits to your Account, to the fullest extent permitted by applicable law, in accordance with Section 10.s. titled “Security Interest & Setoff”.

## 9. Bank Transfer Services

- a. *General.* Through the Mobile App, if you are eligible you can use one or more of our Bank Transfer Services which support the following types of funds transfers: (i) a funds transfer from your Account to another eligible bank account in your name at a U.S. financial institution (“**External Bank Account**”) using the Automated Clearing House (“**ACH**”) system to transfer funds and generally is processed within 3 business days (“**Outbound ACH Transfer**”), or (ii) a near real-time<sup>3</sup> transfer of funds from your Account to another eligible bank account in your name at a U.S. financial institution using an eligible Visa-, MasterCard-, or Discover-branded bank-issued debit or reloadable prepaid card that accepts such transfers (each such card, an “**Eligible External Debit Card,**” and such type of transfer, an “**Instant Transfer**”).
- b. In order to request an Outbound ACH Transfer, you must provide us with identifying information regarding your External Bank Account that you would like to receive the money, including your bank account and routing numbers, and we may refuse a bank account or a transfer for security reasons or, if the bank account is invalid or closed, any subsequent requests may be rejected. For Outbound ACH Transfer, we use the ACH system to transfer money from your Account to your External Bank Account. We generally process Outbound ACH Transfers within 3 business days of your request. The cutoff time for submitting a request for an ACH Transfer is 10:00 P.M. Pacific Time. Requests for Outbound ACH Transfers received after this cutoff time or on a non-business day may be processed by us on the next business day. Outbound ACH Transfers scheduled to be

---

<sup>3</sup> Instant Transfers generally are processed within minutes of your request, but could take up to 30 minutes or longer in some cases.



processed on a weekend or holiday will be processed on the next business day.

ENTER AND REVIEW YOUR EXTERNAL BANK ACCOUNT INFORMATION FOR OUTBOUND ACH TRANSFERS CAREFULLY. You are solely responsible for ensuring that you have entered the correct routing and account numbers for your bank account and any other information we require for an Outbound ACH Transfer. If you enter this information incorrectly, your money may be lost.

- c. Not all debit or reloadable prepaid cards are eligible to accept Instant Transfers. In order to request an Instant Transfer, you must have a Personalized Card, and an Eligible External Debit Card and we may refuse an Eligible External Debit Card or a transfer for security reasons. Although we may use any means to execute an Instant Transfer, funds are normally transferred via the payment network associated with your Eligible External Debit Card. Instant Transfers generally are processed within minutes of your request, but could take up to 30 minutes or longer in some cases. The financial institution that holds the Eligible External Debit Card may take additional time to deposit the funds from an Instant Transfer. We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner. In addition, we may delay or suspend the processing of an Instant Transfer for security and fraud purposes and as otherwise specified in this Agreement. You agree that you will initiate Instant Transfers to Eligible External Debit Cards only and have sufficient available money in your Account to cover the amount of any Instant Transfer that you request, plus any applicable fees. If you do not, we may reject the Instant Transfer. We will remove the money that you have designated to be transferred from your Account and any applicable fees when you submit the Instant Transfer request to us.

ENTER AND REVIEW YOUR ELIGIBLE EXTERNAL BANK ACCOUNT INFORMATION FOR INSTANT TRANSFERS CAREFULLY. You are solely responsible for ensuring that you have entered the information we require for an Instant Transfer. If you enter this information incorrectly, your money may be lost.

- d. *External Account Verification.* Before you may use Outbound ACH Transfer, we may verify your ownership of your External Bank Account, including by (i) asking you to provide account or other information to verify proof of your ownership, (ii) engaging in test transfers, and/or (iii) accessing your account information at the other institution.
- e. *Your Representations and Warranties.* By using the Bank Transfer Service, you authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your External Bank Account and/or Eligible External Debit Card, as applicable, communicating with others regarding your transfer instructions, and processing your transfers via the Bank Transfer Service. You represent to us that: (i) the financial institutions for your External Bank Account and/or Eligible External Debit Card, as applicable have expressly agreed to (or do not prohibit) those actions by us; (ii) you have the authority to grant us the right to conduct those activities; (iii) you are authorized to conduct transfers with respect to your External Bank Accounts and/or Eligible External Debit Cards, as

applicable, via the Bank Transfer Service and such accounts are classified as consumer accounts; (iv) the information you provide to us regarding your External Bank Accounts and/or Eligible External Debit Cards, as applicable, is accurate and complete; (v) you are an owner and authorized signer for your External Bank Accounts and/or Eligible External Debit Cards, as applicable, and your External Bank Accounts and/or Eligible External Debit Cards, as applicable, are titled in your name; and (vi) no other person's authorization is required for us to process your requested transfers via the Bank Transfer Service. The financial institutions that hold your External Bank Accounts and/or Eligible External Debit Cards, as applicable, may contact us from time to time to verify information about a pending transfer. You agree that we may provide any information needed to verify your instructions or otherwise process such transfer.

f. *Eligibility.* Not all types of accounts and debit or reloadable cards are eligible for use with the Bank Transfer Service. You must check with the financial institutions for your External Bank Accounts and/or Eligible External Debit Cards, as applicable, to determine if there are any restrictions regarding the transfer. We are not responsible for any costs or losses incurred if transfers are not permitted or are restricted by the financial institutions for your External Bank Accounts and/or Eligible External Debit Cards, as applicable, or by applicable law.

g. *Processing Times.*

i. Subject to the terms set forth in Section 9.d.ii, Outbound ACH Transfers generally are processed within 3 business days of your request, but could take up to 5 business days in some cases, and Instant Transfers generally are processed within minutes of your request, but could take up to 30 minutes or longer in some cases. The financial institution that holds your bank account may take additional time to deposit the funds from a Bank Transfer Service in your bank account. We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner. In addition, we may delay or suspend the processing of a Bank Transfer Service for security and fraud purposes and as otherwise specified in this Agreement. You agree that you will have sufficient available money in your Account to cover the amount of any Bank Transfer Service that you request, including any applicable fees. If you do not, we may reject the Bank Transfer Service. We will remove the money that you have designated to be transferred from your Account when you submit the Bank Transfer Service to us.

ii. We may delay, suspend, or cancel the processing of any transfer via the Bank Transfer Services for security and fraud purposes and as otherwise specified in this Agreement. We are not responsible for any losses or damages that may result from our delay, suspension, or cancellation of a transfer, or for any failure to notify you of such delay, suspension, or cancellation. We cannot guarantee the timely delivery of funds as a result of a failure of another financial institution to act in a timely manner. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, transfers authorized via the Bank Transfer Service are non-refundable and cannot be cancelled after you submit instructions for us to make a transfer.



- h. *Limits.* Your use of the Bank Transfer Service is subject to the following limits:
- i. *Outbound ACH Transfer.* The minimum amount of any single Outbound ACH Transfer is \$1, and the maximum amount of any single Outbound ACH Transfer is \$50,000. Subject to the foregoing, you can use Outbound ACH Transfer to transfer up to an aggregate of \$100,000 in a rolling 30-day period.
  - ii. *Instant Transfer.* Effective no earlier than January 23, 2024, rolling 7-day aggregate and 30-day aggregate limits of Instant Transfers apply, up to \$500 in a rolling 7-day period and up to \$1,500 in a rolling 30-day period. In addition, the amount of an Instant Transfer, plus applicable fees, cannot exceed the available balance in your Account at the time the transfer is initiated.
  - iii. The limits applicable to the Bank Transfer Service are subject to change. You may be eligible for less restrictive limits. If so, we may disclose such limits at the time you use the applicable service. We may add new limits, make existing limits more restrictive, or cancel your transfers without prior notice, as described below in “Suspension or Termination”. We will notify you of changes to the limits for the Bank Transfer Service as required by applicable law.
- i. *Representations Regarding Sufficiency of Funds.* When you initiate a transfer via the Bank Transfer Services, you represent and agree that you have sufficient funds in your External Bank Account and/or Eligible External Debit Card, as applicable, for all such transfers, including any applicable fees.
- j. *Declined and Reversed Transfers.* We may decline to complete a transfer via the Bank Transfer Services if: (i) we believe it may involve or result in a violation of applicable law or expose us to liability or risk of loss; (ii) we are unable to authenticate your Account or your External Bank Account and/or Eligible External Debit Cards, as applicable; (iii) there are insufficient funds available for the transfer; (iv) the transfer instructions are unclear, ambiguous, or incomplete; (v) we identify a security risk involving the transfer; or (vi) as otherwise stated in this Agreement. If we have begun to process a transfer, and it is rejected for any reason, we will notify you and attempt to return the funds to your External Bank Account and/or Eligible External Debit Card, as applicable. You authorize us to return funds to your External Bank Account and/or Eligible External Debit Card, as applicable, if we are advised by the financial institution or the company processing the transfer that the transfer was not authorized by you, was made to your Account in error, or that there were insufficient funds available in your External Bank Account and/or Eligible External Debit Cards, as applicable, for the transfer.
- k. *Suspension or Termination.* Without limiting any other right or remedy that we may have under this Agreement or otherwise, we may suspend or terminate your ability to use the Bank Transfer Service at any time without prior notice in the event that we believe there is a problem with your use of the Bank Transfer Service, including, without limitation, under the following circumstances: (i) we are unable to debit your External Bank Account and/or

Eligible External Debit Card, as applicable, or collect money due to us; (ii) if you breach this Agreement or any other agreement with us; (iii) we believe there has been or may be an unauthorized use of your Account; (iv) we are unable to verify your identity or authority to use the Bank Transfer Service to our satisfaction; (v) your Account is not in good standing; or (vi) we believe that your use of the Bank Transfer Service could expose us to increased operational or reputation risk. You understand and agree that such action is reasonable for us to take in order to protect us from loss.

#### 10. Additional Terms & Conditions

- a. *Adjustments.* We may make adjustments to your Account, your Eligible External Debit Card or your External Bank 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, phone number, or other contact information associated with your Account. We may rely on our records to determine the ownership of your Account.
- c. *Compliance.* You agree not to violate the laws of the U.S., including, without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your Account or any Account-related service to 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 an 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 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 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 Account and its funds; (ii) refuse transactions; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the 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 will not impose an obligation on us to assert such rights or to deny a transaction.

- e. *Consent For Us to Contact You.* Except to the extent prohibited by applicable law, you agree that we or our agents may contact you at any telephone number you provide to us, including your mobile phone number, and you agree to receive these calls and also text messages, including prerecorded or autodialed calls. You understand that your service provider may charge you for these calls and messages.
- f. *Consent to Gather Information.* You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. You authorize us to obtain address information from the California Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code § 1808.21 (or its 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 us and our service providers solely to verify your identity and prevent fraud. See our Privacy Policy for how we treat your data.
- g. *Cutoff Hours.* Except as otherwise expressly provided in this Agreement, instructions received by us on a weekend, holiday, or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.
- h. *Death or Adjudication of Incompetence.* We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the Account. We also may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if you die or are adjudicated incompetent. Without limiting any other provisions of this Agreement, 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 an accountholder, we may freeze all or part of the Account, pending receipt of proof (satisfactory to us) of each person's right to the funds.
- i. *Deposit Insurance.* Your Account is insured up to the regulatory limits prescribed 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 <https://www.fdic.gov/>.
- j. *Fax Instructions/Voicemail/Email.* We may, but are not required to, act upon instructions received by fax transmission, voicemail, or email. 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 emails that contain any personal or Account information.
- k. *Force Majeure.* We will not be liable for any loss, expense, failure to perform, or delay caused by failure of communication systems, accidents, pandemics, strikes, fire, flood, war,

riot, civil strife, terrorist attack, earthquake, power outage, funds transfer system or government rules, acts of third parties, or any cause that is beyond our reasonable control.

- l. *Governing Law.* To the extent this Agreement is subject to the laws of any state, it will be subject to the law of the State of Utah, without regard to its conflict of law provisions.
- m. *Inactive Accounts.* For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. We may transfer (escheat) funds in your Account to the appropriate state if no activity occurs in your Account or you fail to communicate with us regarding your Account within the time period specified by state law. We may consider your 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 appropriate state. If funds are transferred to a state, you may file a claim with the state to recover the funds.
- n. *Legal Process.* We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that 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 Account. You agree to reimburse us for any cost or expense, including reasonable attorneys' fees, that we incur in responding to legal process related to your Account. 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 Account or records are maintained.
- o. *Limitation on Time to Bring Action.* Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your Account or any Account service must be commenced no later than one year after the day the cause of action accrues.
- p. *Other Agreements.* You may have another agreement with us that, by its terms, supersedes this Agreement in whole or in part.
- q. *Power-of-Attorney.* You may appoint an attorney-in-fact for your Account and also revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney involving your Account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with applicable state law. We may refuse to accept other forms of powers of attorney, however, with or without cause. We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction. You can revoke your power of attorney by sending a written notice to us. We assume no duty to monitor the actions of your attorney-in-fact to ensure that he or

she acts for your benefit.

- r. *Negative Balances.* If you do not have enough money in your primary deposit account to cover the amount of a transaction (e.g., teller cash withdrawal, bill payment, 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 Account by permitting the transaction. If we permit a negative balance or otherwise allow your Account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us, by depositing funds. You agree that we may use subsequent deposits and other credits to the Account to cover any negative balance existing in your Account, to the fullest extent permitted by law and in accordance with Section 10.s. titled “Security Interest & Setoff” below. 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 Accounts.
- s. *Security Interest & Setoff.* You grant us a security interest in your Account, including all current and future deposits, for amounts owing to us now and/or in the future under this Agreement or any other agreement you have with us. We may charge or set off funds in your 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 your Account, to the fullest extent permitted by law. If you have a negative balance in your Account, we will automatically deduct the negative balance amount from any current or future funds in your Account, or any other account you open or maintain with us.
- t. *Severability.* If any of the provisions of this Agreement are determined to be void or invalid, the remainder of this Agreement will remain in full force and effect.
- u. *Telephone and Electronic Communication Monitoring/Recording.* We may monitor telephone conversations and electronic communications for quality and control purposes without prior notice to you. We usually do not record conversations without notice to you.
- v. *Termination/Closing Your Account.* We may close your Account if the Account balance is zero or negative. We may also terminate your Account relationship with us at any time, with or without cause, with or without notice . If funds are not withdrawn from your Account prior to the termination of your Account, we may send a check for the Account balance to you at the last address we have on file for your Account or other method we select in our discretion. We reserve the right to refuse to return any unused balance amount less than \$1.00. We may dishonor any item or transaction presented for payment after your Account is closed. Notwithstanding the foregoing, you remain responsible for such items and transactions, which may be treated as overdrafts.
- w. *Transfers/Assignments.* Unless otherwise agreed by us in writing, your Account is non-transferable and non-negotiable. You may not grant, transfer, or assign any of your rights to your Account without our prior written consent. We are not required to accept or

recognize an attempted assignment of your Account or any interest in it, including a notice of security interest.

- x. *Waivers.* We may delay enforcing our rights under this Agreement without losing them. Any waiver by us will not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.
- y. *Termination or Suspension of Service.* We may suspend or terminate your access to or use of any or all of our services at any time without cause or notice in our sole discretion, except as otherwise required by applicable law. We may immediately suspend your use of our services if you breach this Agreement or any other agreement with us or we have reason to believe there has been or may be an unauthorized use of your Account.

**11. ARBITRATION NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.**

- a. ***Acknowledgment of Arbitration.*** Your Account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration provision. By opening your Account, 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 provision, 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.
- b. *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) your Card or Account; (ii) any service relating to your Card or Account; (iii) the marketing of your Card or Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement 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 your Card or Account or any related service (“*Claim*”) will be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’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 <https://www.adr.org> or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

- c. *Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot Corporation, or Ceridian and its affiliates, or by or against 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) will be subject to arbitration as described herein.
- d. *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 the Bank's right to interplead funds in the event of claims to Account funds by several parties.
- e. *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, co-applicants, second cardholders, and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.
- f. *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. The Bank 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.
- g. *Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration will follow the AAA's rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA's rules and procedures 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.



## Appendix A

### Mobile Banking Agreement

1. Introduction. This Mobile Banking Agreement (this “**Agreement**”) sets forth the terms and conditions that apply to your access and use of the Dayforce Wallet mobile banking services (“**Service**”) provided by Green Dot Bank, Member FDIC. In this Agreement, “**you**” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “**we**,” “**us**,” and “**Bank**” refer to Green Dot Bank, Member FDIC. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. The Service is made available to you via the Mobile App. Certain features and functionality of the Service may be made available only via the Mobile App. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE VIA THE MOBILE APP. DO NOT USE THE SERVICE VIA THE MOBILE APP IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT.** By accessing or using the Service, you represent that you have read and agree to be bound by this Agreement in its entirety and all applicable laws, rules, and regulations governing your use of the Mobile App. This Agreement may be amended by posting a new version to the Mobile App, which version will be effective upon posting.
2. Our Service. The Service may allow you to access a variety of features through Mobile App from time to time, subject to your eligibility to use such features.
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 mobile devices, and software. We are not responsible for any errors, failures, or malfunctions of your mobile devices, or software or for any virus or related problems that may occur with your use of the Service. You are responsible for ensuring that your mobile devices, and software are compatible with the Mobile App and other system requirements. We reserve the right to change our system requirements from time to time. We reserve the right to support only certain types of mobile devices and mobile operating systems.
4. Mobile App End User License Agreement. Your use of the Mobile App is also subject to Ceridian’s terms of use, which can be found at <https://www.dayforcewallet.com/dayforcewallet/media/wallet/documents/termsconditions.pdf> (the “**Mobile App Agreement**”). Either Bank or Ceridian has the right to terminate or suspend your access to or use of your Account through the Mobile App, with or without notice, in the event that you violate the Mobile App Agreement. In case of any discrepancy between this Agreement and the Mobile App Agreement, the terms of this Agreement will prevail.

5. Proprietary Rights; Use of Content.

The Mobile App is owned and operated by Ceridian and unless otherwise indicated, all designs, text, images, videos, graphics, software, trademarks, copyrights, patents and other content and materials appearing on the Mobile App (collectively, “Ceridian Content”) are the property of Ceridian. All Ceridian Content is 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 Ceridian (collectively, "Ceridian Marks") appearing on or in the Mobile App are the property of Ceridian. You may not make any use of any Ceridian Content or Ceridian Marks without the prior written consent of Ceridian. No Ceridian Content or Ceridian Marks may be copied, reproduced, republished, uploaded, posted, transmitted, used or distributed in any way, except as licensed by Ceridian.

Any banking services and Bank content offered by or through the Mobile 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 (collectively, "Green Dot Marks") appearing on or in the Mobile 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.

6. Your Conduct. In using or accessing the Service, you agree: (i) not to use the Service for fraudulent purposes; (ii) not to “spam” others or “phish” for others’ personal information; (iii) not to create or use a false identity; (iv) not to disrupt or interfere with the security of, “deephlink,” attempt to obtain unauthorized access to or otherwise abuse, the Service or affiliated or linked websites; (v) not to disrupt or interfere with any other user’s enjoyment of the Service; (vi) not to use, frame, or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (vii) not to use meta tags or any other “hidden text” utilizing a Mark; and (viii) 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 applicable law.
7. Third-Party Websites and Services. The Mobile App may contain links to third-party websites and services, over which the Bank has no control. You acknowledge and agree that the Bank 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. The Bank 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.
8. Termination; Modification. Subject to applicable law, the Bank 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. Subject to applicable law,

the Bank may, in its sole discretion, terminate, change, modify, suspend, make improvements to, or discontinue any or all aspects of the Service, temporarily or permanently. You agree that the Bank will not be liable to you or to any third party for any such modification, suspension, or discontinuance.

9. Disclaimer. THE BANK MAKES NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICE, THE MOBILE APP, OR ANY CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN (“**BANK MATERIALS**”), ALL OF WHICH ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE BANK 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 BANK MATERIALS, AND ANY THIRD-PARTY WEBSITE OR SERVICE. THE BANK DOES NOT WARRANT THAT THE BANK MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE BANK MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE BANK MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE BANK DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE BANK MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

The Bank 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, pandemics, 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 Bank’s reasonable control.

10. 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.
11. Hours of Operation. You can access automated account information through the Service seven 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.

12. Privacy. Please see our Privacy Policy and Technology Privacy Statement for information about how we collect, use, and disclose your information.
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 accounts 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. Limitation on Time to Sue. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
15. Termination. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Any indemnification required by this Agreement will survive its termination.

Rev. December 2023

**FACTS****WHAT DOES GO2BANK DO WITH YOUR PERSONAL INFORMATION?**

|              |  |
|--------------|--|
| <b>Why?</b>  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and account balances</li> <li>■ account transactions and purchase history</li> <li>■ transaction history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| <b>How?</b>  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GO2bank chooses to share; and whether you can limit this sharing.   |

| Reasons we can share your personal information  | Does GO2bank share? | Can you limit this sharing? |
|---|---------------------|-----------------------------|
| <b>For our everyday business purposes—</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                 | No                          |
| <b>For our marketing purposes—</b><br>to offer our products and services to you   | Yes                 | No                          |
| <b>For joint marketing with other financial companies</b>   | Yes                 | No                          |
| <b>For our affiliates' everyday business purposes—</b><br>information about your transactions and experiences   | Yes                 | No                          |
| <b>For our affiliates' everyday business purposes—</b><br>information about your creditworthiness   | No                  | We don't share              |
| <b>For our affiliates to market to you</b>  | No                  | We don't share              |
| <b>For nonaffiliates to market to you</b>   | No                  | We don't share              |

|                   |                     |
|-------------------|---------------------|
| <b>Questions?</b> | Call 1-800-342-9167 |
|-------------------|---------------------|

| What we do   |   |
|--|---|
| <b>How does GO2bank protect my personal information?</b>   | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.   |
| <b>How does GO2bank collect my personal information?</b>   | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or make deposits or withdrawals from your account</li> <li>■ show your driver's license or provide account information</li> <li>■ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>  | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| Definitions  |   |
| <b>Affiliates</b>  | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include companies with a common corporate identity of GO2bank (such as our parent bank holding company Green Dot Corporation) and tax processing services companies, such as Santa Barbara Tax Products Group, LLC.</i></li> </ul>  |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>GO2bank does not share with nonaffiliates so they can market to you.</i></li> </ul>  |
| <b>Joint marketing</b>   | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>GO2bank doesn't jointly market.</i></li> </ul>  |
| Other important information  |   |
| <p>Depending on where you live, you may have additional privacy protections under state law. We will comply with applicable state laws before sharing nonpublic personal information about you. We may do this by sending a separate notice of those rights to you. For example, if you are a resident of California, Illinois, North Dakota, or Vermont, we will not share with nonaffiliates except for our everyday business purposes or with your consent.</p> |   |