

GoBank Mobile Application End User License Agreement

Last Updated: January 2, 2013

PLEASE CAREFULLY READ THIS GOBANK MOBILE APPLICATION END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE ACTIVATING OR OTHERWISE USING THE GOBANK MOBILE APPLICATION (“MOBILE APP”). BY CLICKING ON THE BUTTON BELOW, PROCEEDING WITH THE MOBILE APP ACTIVATION OR OTHERWISE ACCESSING OR USING THE MOBILE APP, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO AGREE TO THE TERMS OF THIS AGREEMENT.

This Agreement applies to your use of the Mobile App, which is provided by GoBank, a registered trade name of Green Dot Bank, Member FDIC (hereinafter referred to as “GoBank”, “we”, “us” or “our”). This Agreement establishes a contract between you and GoBank, and not with Apple, Inc. (“Apple”). GoBank, and not Apple, is solely responsible for the Mobile App and the content thereof.

In addition to this Agreement, your use of the GoBank banking services made available via the Mobile App (“Services”) is subject to the [GoBank Deposit Account Agreement](#) and all attachments thereto, including but not limited to the [Online and Mobile Banking Agreement](#) (collectively, the “Account Agreement”). In the event of any conflict between this Agreement and the Account Agreement, the terms of the Account Agreement will prevail.

By accessing or using the Mobile App on your mobile device or other equipment (“Device”), you represent and warrant that you are 18 years of age or older and that you have read and agree to be bound by this Agreement and any additional terms applicable to certain content and features within the Mobile App. GoBank reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy or guideline of the Mobile App, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions to the Mobile App, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Mobile App following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review this Agreement and applicable policies to understand the terms and conditions that apply to your use of the Mobile App. If you do not agree to the amended terms, you must stop using the Mobile App. Unless explicitly stated otherwise, any new features or services that augment or enhance the Mobile App in the future will be considered part of the Mobile App and subject to this Agreement.

1. LICENSE

Subject to the terms and conditions of this Agreement, GoBank hereby grants you a revocable, non-exclusive, non-sublicenseable, non-transferable and limited license to install, access, and use the Mobile App on an iOS Device owned or controlled by you, and solely as permitted by the Usage Rules set forth in the Apple App Store Terms and Conditions.

The preceding states the entirety of your rights with respect to the Mobile App and all rights not expressly granted to you are reserved by GoBank. Without limiting the foregoing, you shall not do, or authorize or permit any third party to do, any of the following: (a) modify, alter or create any derivative works of the Mobile App; (b) copy, reverse engineer, decompile, frame, disassemble or attempt to discover the source code of the Mobile App; (c) rent, lease, lend, sell, redistribute, sublicense or

otherwise transfer the Mobile App; (d) display, publicly perform, reproduce or publish the Mobile App; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Mobile App; (f) work around any technical limitations in the Mobile App; (g) use the Mobile App for purposes for which it is not designed; or (h) use the Mobile App for any purpose other than your own personal, noncommercial use, without GoBank's prior written approval.

2. REGISTRATION; ACCOUNT

In order to use the Services, you must create a GoBank account through the Mobile App or the GoBank website, located at www.gobank.com ("Site"), and establish a username and password ("Login Credentials"). You agree to select a strong password that you shall not use for any other online or mobile service. You agree not to provide any other person with access to your Device together with your Login Credentials. You are solely responsible for any use of the Mobile App through your Device and for ensuring that your use of or access to the Mobile App and the Services complies fully with this Agreement and the Account Agreement. You acknowledge and agree that any use of the Mobile App via your Device will be deemed to be your actions and that GoBank may rely upon such actions. You are solely responsible for protecting the security of the Mobile App on your Device, including maintaining the confidentiality and security of your Login Credentials.

3. FEES

GoBank does not charge for use of the Mobile App available as of the date you agree to this Agreement. However, if the Mobile App utilizes text messages, standard text rates apply (as determined by your wireless provider). Additionally, you are solely responsible for all data usage and other charges by your wireless provider that accrue from your access to and use of the Mobile App.

4. CONSENT TO USE DATA; PRIVACY

You agree that GoBank may collect information from you and your Device during and after installation of the Mobile App, including but not limited to information that you provide and information that is automatically collected from your Device, system, Mobile App, software and peripherals. For more information about how GoBank collects, uses and discloses information about you or your Device, please refer to our [Technology Privacy Statement](#).

5. COMPLIANCE WITH LAWS AND THIRD PARTY TERMS

You shall not use the Mobile App in any way that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law or regulation. You shall comply with all applicable third party terms and agreements when using the Mobile App. You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

6. SUSPENSION AND TERMINATION

If you wish to terminate your use of the Mobile App, please delete the Mobile App according to the application delete functionality associated with your Device. GoBank reserves the right to change,

suspend, remove, discontinue or disable access to the Mobile App at any time, immediately and without prior notice or obligation to you, and to terminate your license to use the Mobile App at any time, for any or no reason. In the event of termination, the license granted to you herein will automatically terminate and you shall immediately cease all use of the Mobile App and uninstall all copies of the Mobile App from your Device. Except as otherwise provided in the Account Agreement, we shall not be liable to you for any suspension, discontinuance or termination of the Mobile App, this Agreement or the license hereunder.

7. DISCLAIMER OF WARRANTIES

YOU ACKNOWLEDGE THAT THE MOBILE APP MAY CONTAIN BUGS, ERRORS AND DEFECTS. ACCORDINGLY, THE MOBILE APP, AND THE INFORMATION, PRODUCTS AND SERVICES PROVIDED THEREIN, ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS WITH ALL FAULTS, DEFECTS AND ERRORS AND WITHOUT WARRANTY OF ANY KIND. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE MOBILE APP ARE AT YOUR SOLE RISK. GOBANK DISCLAIMS ALL WARRANTIES (EXPRESS OR IMPLIED, AND ARISING BY LAW OR OTHERWISE) REGARDING THE MOBILE APP AND ITS PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GOBANK SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT COULD RESULT FROM THE USE, OR INABILITY TO USE, THE MOBILE APP OR ANY INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION OR SERVICES MADE AVAILABLE TO YOU VIA THE MOBILE APP. GOBANK DOES NOT WARRANT THAT THE MOBILE APP WILL WORK ON A DEVICE OR ACROSS THE NETWORK OF A WIRELESS SERVICE PROVIDER. YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A DEVICE, INCLUDING MOBILE APPLICATIONS ON A DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

IN THE EVENT OF ANY FAILURE OF THE MOBILE APP TO CONFORM TO ANY APPLICABLE WARRANTY, YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE FOR THE MOBILE APP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APP AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

8. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE ACCOUNT AGREEMENT, IN NO EVENT SHALL GOBANK, OR ITS LICENSORS, CONTENT AND DATA PROVIDERS (COLLECTIVELY, "GOBANK LICENSORS") OR ITS THIRD PARTY VENDORS, OR ANY OF THEIR SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS OR EMPLOYEES (COLLECTIVELY WITH THE GOBANK LICENSORS, THE "GOBANK PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE MOBILE APP, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE MOBILE APP OR THAT

RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS IN USE, LOSS OF DATA, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO GOBANK'S RECORDS, PROGRAMS OR SERVICES. EXCEPT AS OTHERWISE PROVIDED IN THE ACCOUNT AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF GOBANK, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE MOBILE APP OR TO THIS AGREEMENT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO GOBANK FOR ACCESS TO OR USE OF THE MOBILE APP.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

9. PROPRIETARY RIGHTS

All right, title and interest in and to the Mobile App and any content contained therein is and will remain the exclusive property of GoBank and/or the GoBank Licensors, except as otherwise stated. The Mobile App is protected by copyrights, trademarks, service marks, and/or other proprietary and intellectual property rights and laws of the United States and other countries. You agree to abide by all applicable proprietary rights laws, as well as any additional copyright notices or restrictions contained in this Agreement or in the Mobile App.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the GoBank Parties from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (i) your violation of this Agreement or any law, rule or regulation; (ii) your loss or the interception of any data or account information; or (iii) your use of, or inability to use, the Mobile App. You shall cooperate as fully and reasonably as required by GoBank in the defense of any claim subject to indemnification under this Section 10. GoBank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you shall not in any event settle any claim subject to indemnification under this Section 10 without the prior written consent of GoBank. In the event of any claim that the Mobile App, or your possession or use thereof, infringes any third party's intellectual property rights, you agree to contact GoBank directly, and Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11. MAINTENANCE AND SUPPORT

GoBank shall not be responsible for providing any maintenance or support services with respect to the Mobile App, unless required by applicable law. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Mobile App.

12. PRODUCT CLAIMS

GoBank, and not Apple, is responsible for addressing any questions, comments or claims relating to the Mobile App and/or your possession and use of the Mobile App, including but not limited to: (a) product

liability claims, (b) any claim that the Mobile App fails to conform to the applicable legal or regulatory requirement or (c) claims arising under consumer protection or similar legislation.

13. THIRD PARTY BENEFICIARIES

Apple and its subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

14. COMMERCIAL ITEMS

If acquired by any agency of the United States government, such agency acknowledges that (a) the Mobile App constitutes “commercial computer software” or “commercial computer software documentation” for purposes of 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and (b) such agency's rights are limited to those specifically granted under this Agreement.

15. GOVERNING LAW

To the extent this Agreement is subject to the laws of any state, it will be exclusively governed by and construed in accordance with the laws of the State of Utah excluding conflicts of law rules. **ANY DISPUTE ARISING FROM THIS AGREEMENT OR YOUR USE OF THE MOBILE APP WILL BE RESOLVED IN ACCORDANCE WITH THE ARBITRATION PROCEDURE DESCRIBED IN SECTION 11 OF THE ACCOUNT AGREEMENT (DISPUTE RESOLUTION).**

16. MISCELLANEOUS

Assignment: You may not assign any of your rights or obligations under this Agreement without GoBank’s prior written consent. Entire Agreement: This Agreement represents the entire agreement between you and us in connection with the Mobile App, which may only be amended as described in this Agreement. Severability: If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. Export Control Laws: You acknowledge that the laws and regulations of the United States and other countries may restrict the export and re-export of the Mobile App. You shall not export or re-export the Mobile App in any form or to any recipient whether inside or outside of the United States in violation of applicable United States and foreign law. Additional Provisions: The Mobile App is void where prohibited by law. The failure to enforce any term of this Agreement on one occasion will not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions will not be considered included for purposes of interpretation or application hereof, but are for convenience only.

17. CONTACT US

If you have any questions or comments about the Mobile App or this Agreement, please contact GoBank at: GoBank Member Care, P.O. Box 1188, Monrovia, CA 91017 or you can call us at (888) 280-8260. If you would like a copy of this Agreement, please call or write to us.

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