

## **SITE TERMS OF USE**

**PLEASE READ THESE SITE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE. DO NOT USE THE WEBSITE IF YOU DO NOT AGREE TO THESE TERMS. BY ACCESSING OR USING THE SERVICES OR OTHERWISE AGREEING TO THESE TERMS OF USE, YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE AND RECOGNIZE THAT YOU MAY BE WAIVING CERTAIN RIGHTS.**

Last Updated: February 2026

The following Site Terms of Use (“Terms of Use”) govern your access to and use of websites owned and operated by Santa Barbara Tax Products Group and its affiliates (“SBTPG”, “we”, “us” or “our”), including any content, functionality, products and services offered on or through such websites (collectively, the “Services”). Please note that if you are also a cardholder of a card issued by Green Dot Bank d/b/a GoBank, GO2bank or Bonneville Bank, these Terms of Use are not intended to, and do not, modify or alter the terms of your Deposit Account Agreement or Cardholder Agreement, as applicable, which governs your use of your debit card (“Card”). By accessing or using the Services, whether via computer, mobile device or other technology, you represent that you are 18 years of age or older and you have read and agree to be bound by these Terms of Use in their entirety and all applicable laws, rules and regulations governing your use of the Services. These Terms of Use may be amended by posting a new version on our websites and such updated version will be effective upon posting. If you do not agree to the new version of these Terms of Use, do not continue to use the Services.

**THIS TERMS OF USE CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.**

### **Privacy**

To access the Services or some of the resources offered, you may be asked to provide certain personal information and non-personal information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. Your use of the Services is governed by our [Online Privacy Statement](#) and if applicable, the [Privacy Policy](#) applicable to the Services, which explain how we collect, store, share or otherwise use your personal information and non-personal information.

### **E-commerce**

Some of the Services may allow you to purchase products directly on them (“eCommerce Sites”).

Orders. We may make improvements and/or changes in products or services described on the eCommerce Sites, add new features, or terminate an eCommerce Site at any time without notice. We also: (i) reserve the right to change the goods and services advertised or offered for sale through an eCommerce Site, the prices or specifications of such goods and services, and any promotional offers at any time without any notice or liability to you or any other person; (ii) cannot guarantee that goods or services advertised or offered for sale on an eCommerce Site will be available when ordered or thereafter; (iii) reserve the right to limit quantities sold or made available for sale; (iv) do not warrant that information on an eCommerce Site (including without limitation product descriptions, colors, or photographs) is accurate, complete, reliable, current, or error-free; and (v) reserve the right to modify, cancel, terminate, or not process orders (including accepted orders) where the price or other material information on an eCommerce Site is inaccurate, where we have insufficient quantities to fulfill an order, or for any other reason in our sole discretion. If we do not process an order for such reason, we will either not charge you or will apply credit to the payment type used in the order. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Taxes. If we are legally required to collect sales tax on merchandise you order, the tax amount will be added automatically to your purchase price. On rare occasions an error in our tax database may cause the sales tax charge to be incorrect. If this happens, at any time up to two years from your date of purchase you may Contact Us for a refund of tax overcharges. This right to a refund is your exclusive remedy for sales tax errors.

Payment Processing. We may use a third-party payment processor to process your payment information, including your payment card data. Be aware that you may be subject to the third-party processor's terms and your information may be subject to their privacy practices.

## **Registration; Accounts**

As a condition of using certain aspects of the Services, you may be required to register for an account ("Account"). To register for an Account, you will: (1) provide true, accurate and complete information about yourself in the registration form; (2) maintain and promptly update such information; and (3) establish a username and password which you will keep secure. We may reject, and you may not use, a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) (i) that is already being used by someone else; (ii) that may be construed as impersonating another person; (iii) that belongs to another person; (iv) that violates the intellectual property or other rights of any person; or (v) that is offensive. You agree not to provide access to your Account together with your user username and password to others. You agree that you are responsible for all activities that occur under your Account, and you are solely responsible for protecting the security of your Account on your

device. SBTPG shall have no liability associated with or arising from your failure to maintain accurate registration information. You are responsible for all use of your Account and for ensuring that use of or access to your Account complies fully with these Terms of Use.

You agree to notify us of any unauthorized use of your Account username, log-in ID, password, or any other breach of security that you become aware of involving or relating to the Services by contacting us as soon as possible. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of the Services and your Account, including without limitation, terminating your Account, changing your password, or requesting information to authorize transactions on your Account. **WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.**

### **Proprietary Rights; Use of Content**

The Services are owned and operated by SBTPG or its affiliates, licensors and/or third party service providers (the "SBTPG Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing in the Services (collectively, "Content") are the property of SBTPG or the SBTPG 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, "Marks") appearing on the Services are the property of SBTPG or the SBTPG Parties. You may not make any use of any Content or Marks without the prior written consent of SBTPG. No Content from the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on the Services is strictly prohibited.

Subject to your compliance with these Terms of Use, we grant you a limited license to access and use the Services and their Content for personal, informational, and shopping purposes. No Content from the Services may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with these Terms of Use and retain the same solely for as long as you continue to be permitted to access the Services. To use Content under such an exception, you must (i) keep any copyright, trademark, or other proprietary notices intact; (ii) use such Content pursuant to any licenses associated with such Content; (iii) not copy or post such Content on any networked computer or broadcast it in any media; (iv) make no modifications to any such Content; and (v) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce,

modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Services or the Content.

## **Your Conduct**

While using the Services, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. In using or accessing the Services you agree not to use the Services or any of the Content contained herein, for any unlawful or fraudulent purpose, and not to disrupt or interfere with any other user's enjoyment of the Services. In addition, we expect users of the Services to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available to or through the Services any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in our sole discretion, including unauthorized or unsolicited advertising;
- Post to or transmit through the Services any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by us;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Services, or express or imply that we endorse any statement you make;
- Violate, or attempt to violate, the security of the Services;
- Disseminate on the Services any viruses, worms, spyware, adware, or other malicious computer code, file, or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software, or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Services;
- Build a competitive product or service using the Services, build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Services or monitor the availability, performance, or functionality of the Services;

- Use any data mining, bots, spiders, automated tools, or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services or any other user of the Services; or
- Assist or permit any persons in violating these Terms of Use or other applicable laws or rules governing the use of the Services.

### **Third Party Websites and Services**

Any information, statements, opinions, or other information provided by third parties and made available on the Services are those of the respective author(s) and not us. We do not guarantee the validity, accuracy, completeness or reliability of any opinion, advice, service, offer, statement, or other third-party content on the Services.

The Services may contain links to third party websites, social media pages, mobile applications, or other services operated by other entities, over which SBTPG has no control. If you click these links, you will leave the Services. If you decide to visit any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. You acknowledge and agree that SBTPG 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. SBTPG 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. It is recommend that you carefully review any terms of use and privacy policy of any linked third-party website before providing any information to that website or using its products and services.

We may maintain a presence on and link to social media websites, including LinkedIn, YouTube, and others (collectively, "Social Media Pages"), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on the Services, but rather a website operated by a third-party. All comments, visuals, and other materials posted by visitors to our Social Media Pages do not necessarily reflect our opinions, values, or ideas. All visitors to our Social Media Pages must comply with the respective social media platform's terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

## **Update to These Terms of Use**

We may revise or otherwise change or update these Terms of Use from time to time. We will use reasonable efforts to notify you of such changes. However, please check the "Last Updated" legend at the top of this page to see when these Terms of Use were last revised. When changes are made to these Terms of Use, they will become immediately effective when published on this page unless otherwise noted. We encourage you to periodically review these Terms of Use as there may have been changes to our policies that may affect you. If you do not agree to these Terms of Use as modified, then you must discontinue your use of the Services. Your continued use of the Services will signify your continued agreement to these Terms of Use as revised. We will make reasonable efforts to notify you of material changes to these Terms of Use. Such efforts might include posting notice on the Services, an email to the address we have on file, or a message in your Account.

## **Termination; Modification**

SBTPG reserves the right, without notice and at its sole discretion, to suspend or terminate your ability to access or use the Services, and to block or prevent future access to and use of the Services for any reason. SBTPG may, in its sole discretion, terminate, change, modify, suspend, make improvements to or discontinue any or all aspects of the Services, temporarily or permanently, at any time with or without notice to you. You agree that SBTPG shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

These Terms of Use are in effect until terminated by you or us. We may terminate these Terms of Use by notifying you using any contact information we have about you or by posting such termination on the Services, including in your Account. You may terminate these Terms of Use by discontinuing use of the Services or by providing written notice of termination, including your detailed contact information and any Account information or other site credentials, to us using the information in the "Contact Us" section.

The provisions of these Terms of Use concerning protection of intellectual property rights, authorized use, disclaimers, limitations of liability, indemnity, and disputes, as well as any other provisions that by their nature should survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Content obtained from the Services and all copies thereof; (ii) you will immediately cease all use of and access to the Services; and (iii) we may delete your Account at any time. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefore. Your use of the Services after termination will be a violation of this Section, which survives any termination.

## **Disclaimer**

THE SBTPG PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS (COLLECTIVELY, THE "SBTPG PARTNERS") MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICES OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SBTPG PARTNERS HEREBY DISCLAIM 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 SERVICES, CONTENT AND ANY THIRD-PARTY WEBSITE OR SERVICE. THE SBTPG PARTNERS DO NOT WARRANT THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES OR CONTENT WILL BE UNINTERRUPTED OR ERROR- FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THIS CONTENT, SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SBTPG PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

The SBTPG Partners will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond the SBTPG Partners' reasonable control.

## **Limitation of Liability**

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY OF THE SBTPG PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, DIRECT, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY, EVEN IF A SBTPG PARTNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

REGARDLESS OF THE PREVIOUS SENTENCES, IF WE ARE FOUND TO BE LIABLE, THE CUMULATIVE LIABILITY OF THE SBTPG PARTNERS TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT

PAID, IF ANY, BY YOU FOR ACCESS TO THE SERVICES. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE SERVICES.

### **Indemnification**

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

### **Consent to Communication**

When you use the Services or send communications to us through the Services, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Services. We may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by creating an Account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our [Privacy Policy](#).

### **Disputes, Arbitration, and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR TO PURSUE CLAIMS IN A CLASS OR REPRESENTATIVE CAPACITY.**

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS OF USE. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND

WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

Agreement to Binding Arbitration. You and we agree that any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to any aspect of our relationship, including, without limitation, your use or attempted use of the Services, all matters relating to or arising from these Terms of Use, our [Privacy Policy](#), or any other agreements between you and Company, including, the validity and enforceability of this agreement to arbitrate (each, a “Dispute”), shall be resolved by binding arbitration before one arbitrator, unless an exception applies as stated below. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (collectively, the “JAMS Rules”), as those Rules exist on the effective date of these Terms of Use, including without limitation Rules 16.1 and 16.2 of the JAMS Rules. Judgment on any award may be entered in any court of competent jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Exceptions to Arbitration. Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, piracy, moral rights violations, trademark infringement, and/or trade secret misappropriation. Excluded claims are subject to the governing law provision below. Either party may also seek relief in a small claims court for any individual disputes or claims within the scope of that court’s jurisdiction. If an arbitration is filed, before the arbitrator is formally appointed, either party can send written notice to the opposing party and the applicable arbitration provider that it wants the case decided by a small claims court, after which the arbitration provider may close the case.

**JURY TRIAL & CLASS ACTION WAIVER.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE ACKNOWLEDGE AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. YOU AND WE FURTHER AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THESE TERMS OF USE WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. IF YOU OPT-OUT OF THESE ARBITRATION PROVISIONS AS SET FORTH BELOW, THIS CLASS ACTION WAIVER STILL APPLIES. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be

unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Seeking Arbitration. If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("Notice"). The Notice to us must be addressed to: SBTPG, Attention: General Counsel, P.O. Box 508 West Chester, OH 45071. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from [www.jamsadr.com](http://www.jamsadr.com).

Fees. You and we agree that for any arbitration you initiate, you will pay the filing fee up to US \$250 and we will pay the remaining JAMS fees and costs in accordance with the JAMS Rules. For any arbitration initiated by us, we will pay all JAMS fees and costs.

Hearing. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the JAMS Rules. In the event the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the JAMS Rules.

Award. In the event arbitration awards you damages of an amount at least US \$100 greater than our last documented settlement offer, we will pay your awarded damages or US \$2,500, whichever is greater.

Injunctive Relief. Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of these Terms of Use unenforceable, that portion shall not be effective, and the remainder of these Terms of Use shall remain effective. No waiver, express or implied, by either party of any breach of or default under these Terms of Use will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality. You and we shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated Proceedings. If twenty-five (25) or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals ("Coordinated Claims"), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and our counsel shall each select ten (10) cases to proceed first in arbitration in a bellwether proceeding ("Test Cases"). The remaining cases shall not be filed in arbitration until the first ten (10) have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another twenty-five (25) cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against us. Individuals bringing Coordinated Claims shall be responsible for up to US \$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

Governing Law. These Terms of Use and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules. You and we acknowledge that these Terms of Use are evidence of a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of these Terms of Use shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

Punitive Damage and Limitation of Liability. In any arbitration arising out of or related to these Terms of Use, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to these Terms of Use, the arbitrator may not award any incidental, indirect, or consequential damages, including damages for lost profits.

30 Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration agreement and class action waiver provisions in this Section by sending written notice of your decision to opt-out to the following email address: [legalnotices@greendotcorp.com](mailto:legalnotices@greendotcorp.com), using the subject line "Arbitration Opt-Out." The notice must be sent within 30 days of the date on which

you first became subject to these Terms of Use; otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Section. If you opt-out of these arbitration provisions, Company also will not be bound by them. Note, however, if you opt-out of these arbitration provisions, the class action waiver still applies.

**Severance of Arbitration Agreement.** If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying, or otherwise describing the arbitration agreement shall be severed from these Terms of Use. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

**California Residents.** If you are a California resident, you will not be required to pay the fees and costs incurred by the opposing party if you do not prevail.

### **Export Control**

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

### **Assignment**

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

### **Waiver and Severability**

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

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

### **Contact Us**

SBTPG Customer Service, P.O. Box 508 West Chester, OH 45071.