

## 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.**

Last Updated: February 1, 2015

The following Site Terms of Use ("Terms of Use") govern your access to and use of [www.AtTheRegister.com](http://www.AtTheRegister.com), including any content, functionality and services offered on or through [www.AtTheRegister.com](http://www.AtTheRegister.com) (the "Website") owned and operated by Green Dot Corporation ("Green Dot", "we", "us" or "our"). By accessing or using the Website, 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 Website. These Terms of Use may be amended by posting a new version to the Website which version will be effective upon posting. If you do not agree to the new version of these Terms of Use, do not use the Website.

### **Privacy**

To access the Website or some of the resources it offers, you may be asked to provide certain personal information and non-personal information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide on the Website, including but not limited to through the use of any interactive features on the Website, is governed by our Technology Privacy Statement (set forth below at the end of these Terms of Use) which explains how we collect, store, share or otherwise use your personal information and non-personal information, and you consent to all actions we take with respect to your information consistent with our Technology Privacy Statement.

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

This Website is owned and operated by Green Dot or its affiliates, licensors and/or third party service providers (the "Green Dot Parties") and unless otherwise indicated, all designs, text, images, videos, graphics, software and other content and materials appearing at the Website (collectively, "Content") are the property of Green Dot or 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, "Marks") appearing on the Website are the property of Green Dot or the Green Dot Parties. You may not make any use of any Content or Marks without the prior written consent of Green Dot. No Content from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

### **Your Conduct**

In using or accessing the Website you agree: (1) not to use the Website for fraudulent purposes; (2) not to "spam" others or "phish" for others' personal information; (3) not to create or use a false identity; (4) not to disrupt or interfere with the security of, "deeplink", attempt to obtain unauthorized access to or otherwise abuse, the Website or affiliated or linked websites; (5) not to disrupt or interfere with any other user's enjoyment of the Website; (6) not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including Content); (7) not to use meta tags or any other "hidden text" utilizing a Mark ; and (8) not to use the Website in a manner that is defamatory, inaccurate, profane, threatening, invasive of a person's privacy, violates any third party proprietary rights, or is in violation of any law or regulation.

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

The Website may contain links to third party websites and services, over which Green Dot has no control. You acknowledge and agree that Green Dot does not endorse, verify, or make any representations regarding these third party websites and services and is not responsible for the availability of, and any liability arising from, any such third party websites and services. Green Dot is not liable to you or any other party for any loss or damage 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.

### **Termination; Modification**

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

### **Disclaimer**

THE GREEN DOT PARTNERS (DEFINED BELOW) MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE WEBSITE OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE GREEN DOT 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 WEBSITE, CONTENT AND ANY THIRD PARTY WEBSITE OR SERVICE. THE GREEN DOT PARTNERS DO NOT WARRANT THAT THE WEBSITE OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THIS CONTENT, WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE GREEN DOT PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

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

### **Limitation of Liability**

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

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

**Indemnification**

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

**Governing Law**

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of California excluding conflicts of law rules. Any dispute arising from these Terms of Use or the Website shall be resolved in the state or federal courts residing in Los Angeles, California and you irrevocably agree to the jurisdiction of such courts. Green Dot makes no representation that Content contained on the Website is appropriate or available for use in jurisdictions outside the United States, or that the Terms of Use comply with the laws of any other country. If any provision of these Terms of Use are deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

**Export Control**

The supply of goods, services and software through the Website is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Website, 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 Website 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 Website provided under these Terms of Use, either in whole or in part, without the prior written consent of Green Dot, and any attempted assignment contrary to the foregoing will be void and have no effect. We may assign all or a portion of our rights under these Terms of Use.

**Waiver and Severability**

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

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

**Contact Us**

Green Dot Customer Service, PO Box 5100, Pasadena CA 91117-0100