#### SITE TERMS OF USE

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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 Services 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.

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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 Services 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 in the Services 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.

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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, P.O. Box 1070, West Chester, OH 45071.