

**H&R Block At Home Consent for Electronic Communication:**

References to "you" or "your" herein shall refer to the individual(s) submitting an income tax return through this Web Application or, in the case of a joint return, to each individual and to both individuals submitting this return.

By agreeing to this Consent for Electronic Communication you agree to receive all disclosures and information electronically. You will receive the following information and disclosures electronically:

Agreement for an H&R Block Emerald Prepaid MasterCard®  
What Does H&R Block Bank Do With Your Personal Information (Privacy Notice)

To access and/or retain these disclosures, you will need a desktop or laptop personal computer that meets the appropriate criteria, depending on the type of computer you use:

**Windows®**

Windows® XP / Vista® / Windows 7  
64 MB RAM for Windows XP  
512 MB RAM for Windows Vista  
1024 MB RAM for Windows 7  
monitor  
170 MB disk space  
1024x768 SVGA color monitor  
Windows compatible printer

**Macintosh**

MAC OS X  
156 MB RAM for OS X 10.4.x  
170 MB disk space  
1024x768 SVGA color  
Macintosh compatible printer

By accepting and agreeing to this disclosure , you (i) certify that the computer you are now using satisfies these requirements (ii) agree to receive the above-referenced documents electronically and confirm that you will download or print the disclosures for your records, (iii) acknowledge that you can access information that is provided electronically in this program, and (iv) acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and intend that this statute apply to the fullest extent possible.

You may withdraw your consent to receiving records electronically by not agreeing to the consent, but if you do so, you may not proceed with this transaction.

You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically nor for any damages, including direct, indirect, special, incidental or consequential damages, caused by unauthorized access. If you have any questions about these disclosures, you may contact us by telephone at 1-800-472-5625 (1-800-HRBLOCK).

You have the option to receive any information provided electronically in paper form. To receive specific information in paper form, please contact us at 1-800-472-5625 (1-800-HRBLOCK). Please specify the information you wish to be provided in paper form. Your request will only apply to those specific items of information designated by you.

# H&R Block Emerald Prepaid MasterCard® Cardholder Agreement

## IMPORTANT - PLEASE READ CAREFULLY

### 1. Agreement/Definitions for the H&R Block Emerald Card.

This document is the agreement (“Agreement”) outlining the terms and conditions under which the H&R Block Emerald Prepaid MasterCard has been issued to you. By accepting and using this Card or by requesting funds to be loaded to this Card by us or any third party, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In this Agreement, “Card” means the H&R Block Emerald Prepaid MasterCard. “Issuer” means H&R Block Bank, a Federal Savings Bank, member FDIC. “Card Account” means the records we maintain to account for the value associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean H&R Block Bank, our successors, affiliates or assignees. **This Agreement includes an Agreement to Arbitrate Claims (see “Resolving Disputes” below).**

### 2. Obtaining Your Card

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account (including a prepaid card account). What this means for you: When you open an account (including a prepaid card account), we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

### 3. About the Card.

The Card is a prepaid card and is connected only to the Card Account. The Card is not a credit card. Neither the Card nor the Card Account constitutes a checking, savings or other bank account. You will not receive any interest on your funds on the Card. You may not resell or transfer the Card. The Card has no minimum balance requirements. You agree to sign the back of the Card immediately upon receipt. The Card is our property and must be surrendered upon demand. If your Card was obtained in conjunction with the tax preparation process in which the filing status was married filing jointly, your spouse may receive inquiry only ability. Your spouse will not receive an additional card and may only exercise inquiries using the Card issued to the primary taxpayer.

You acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card, or have been loaded onto the Card on your behalf. The funds associated with your Card are insured by the FDIC up to the maximum amount permitted by law. Funds are FDIC insured when we receive the funds.

Our business days are Monday through Friday, excluding holidays, even if we are open. Customer Service is available 24 hours a day, 365 days a year. You must be 18 years of age to obtain the Card, unless your state of residence is Alabama or Nebraska. If you reside in either Alabama or Nebraska, you must be at least 19 years of age to obtain the Card. If you reside in Puerto Rico, you must be at least 21 years of age to obtain the Card.

### 4. Expired, Cancelled or Inactive Cards.

The expiration date of your Card is identified on the front of your Card. If a balance remains on your Card after expiration, we will, in our discretion, either mail a check or issue a new Card in the amount of the remaining balance minus any fees owed, in either case sending it to the address we have on record for you. If the balance on the Card is not used or the check is not negotiated, it may be turned over to the appropriate state government authority after the running of the appropriate escheat period.

The Card will remain the property of H&R Block Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, suspended, repossessed, or revoked at any time without prior notice subject to applicable law. If your Card is canceled, suspended, repossessed, or revoked, you will be entitled to a refund of any remaining balance. You must surrender a revoked Card. You may not use an expired, canceled, or revoked Card.

In our discretion, inactive Cards may be deemed dormant and closed after the monthly inactivity fee depletes the balance to zero. Inactive status is defined as three (3) consecutive months of no credit or debit activity excluding fees. Inactive Cards will not, in our discretion, receive annual regulatory disclosure notices. In the instance of Bank’s receipt of any returned mail, mailed to the Cardholder’s address of record, the Card may be deemed inactive for purposes of this section.

### 4.1 Personal Identification Number (“PIN”)

We will provide you a Personal Identification Number (“PIN”) upon request. With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by the merchant, which requires entry of a PIN and bears the MasterCard® brand. All ATM transactions are treated as cash withdrawal transactions. You should not write your PIN on your card or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph titled “Your Liability for Unauthorized Transfers”.

### 5. Using Your Card/Features

(a) **Loading Your Card.** You may add funds to your Card (“value loading”) at any time. You may add value or load your Card via direct deposit or retail reload providers and other approved sources. Funds are available to you on your Card when we receive the funds electronically from a direct deposit or from a retail reload provider. If the day of receipt, however, is not a Business Day for us, or if the funds are received by us after the cutoff time we establish from time to time, the funds will be available to you by the opening of our next Business Day. The minimum amount of each initial value load is \$0.00. The minimum amount of each subsequent value load is \$10.00. The maximum amount of cash value you may load to your Card each day is \$999.99. The maximum number of times you may load your Card per day is four (4). Retail card-loading entities such as Green Dot®, MoneyGram®, Western Union®, and MasterCard RePower may have additional load restrictions regarding minimum and maximum cash value loads and the minimum and maximum number of times you may load your Card using any of their retail card-loading locations in a day. We do not retain authority over the retail card-loading entities such that we will override or attempt to override their policies and procedures regarding the value loading of your Card.

(b) **Transaction Limitations.** The maximum cumulative amount that may be withdrawn from an ATM per day is \$3,000.00. The maximum cumulative amount that may be withdrawn from a participating bank per day is the available balance of your Card. The maximum that can be spent on your Card per day is \$3,500.00. The minimum value of your Card is restricted to \$0.00. For security reasons, the maximum value of your Card may be restricted and we may limit the amount or number of transactions you can make on your Card. If you have arranged to have direct deposits made to your Card at least once every 60 days from the same person or company, you can call us at 1-866-353-1266 to find out whether or not the deposit has been made. You may not add value or load your card by sending cash or checks directly to us or through any ATM. For more information on reloading your Card, call 1-866-353-1266.

(c) **Using your Card.** Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction plus applicable fees. You may use your Card to purchase or lease goods or services wherever MasterCard debit cards are accepted as long as you do not exceed the daily transactional limit on your Card. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card or Card number we will treat this as if you have authorized such use and you will be responsible for any transactions made by that person. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM, except it may not be used at ATMs located outside the United States. You may not use your Card for any illegal transaction. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. We are not required to authorize any transaction that will create a negative balance (“Over Limit”) on the Card. You agree to pay us the amount of any Over Limit transaction on demand. You do not have the right to stop payment on any non-recurring purchase or payment transaction originated by use of your Card.

(d) **Recurring Payments.** You may make arrangements to pay certain recurring bills using your Card. You may stop any of these recurring payments by calling us at 1-866-353-1266 or writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171, in time for us to receive your request three (3) business days

or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If these recurring payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(e) **Special Merchant Types.** There are certain types of merchants that sell goods or services where the final amount the merchant will charge to the Card is unknown at the time the merchant first accepts the Card. Typical merchants in this category include rental car companies, hotels, restaurants, internet service providers and other time-based or variable cost merchants. Therefore, the Card may be “authorized” or “have funds held” for more than the actual amount of the purchase until the final transaction is complete, which means that those “authorized dollars” are not available for you to spend elsewhere. Furthermore, transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or a “hold” on your available Card funds for up to thirty-three (33) calendar days, which means you will not have access to the authorized dollar amount of these funds during that entire time. This is done to prevent fraud by Card users who may incur transaction amounts in excess of the amount first approved. Please note that we cannot manually release legitimate authorizations without a letter or fax from the merchant. In addition, if you do not have enough card value to complete a point-of-

sale transaction, you may instruct the merchant to use the remaining funds on your Card and pay the remaining amount of the purchase with cash, check, or another card. However, some merchants do not allow cardholders to conduct split tender transactions or will only allow you to do a split tender transaction if you pay the remaining balance in cash. We cannot control these limitations. You may want to avoid using your Card for these types of transactions.

(f) **Personalized Cards.** We may elect to provide you with a personalized Card at no cost to you. You may also request a personalized card by calling 1-866-353-1266. H&R Block Bank is not obligated to honor your request for a personalized card and may or may not issue to you a personalized card on a case-by-case basis.

(g) **H&R Block Emerald Cash Rewards<sup>SM</sup>.** When you receive a Card, you are automatically enrolled in our H&R Block Emerald Cash Rewards<sup>SM</sup> program, in which you can receive discounts at participating merchants in the form of funds added directly to your Card. There is no cost to you for enrollment and participation in this program. There is no cash value or cash provided to you for participation in this program. Merchants that participate in the Emerald Cash Rewards program will load funds to your Card when you make qualifying purchases of goods or services from them. Depending on the merchant, it may take up to 48 hours for the credit to be loaded to the Card. For more information about the H&R Block Emerald Cash Rewards<sup>SM</sup> program, visit [www.hrblock.com/emeraldcard](http://www.hrblock.com/emeraldcard).

## 6. Fee Schedule

| Fee Category/Type                                 | Fee  |
|---|--|
| <b>Cost of Service</b>                            |  |
| Initial Purchase                                  | FREE   |
| Monthly Charge                                    | FREE   |
| <b>Add Money</b>                                  |  |
| Direct Deposit                                    | FREE   |
| Cash Reload at Retail Location                    | Varies by location, up to \$4.95 <sup>1</sup>                              |
| From a Bank Account                               | FREE   |
| <b>Get Cash</b>                                   |  |
| Cash Back at Store                                | FREE   |
| From ATM  | Allpoint ATMs, \$2.50<br>Non Allpoint ATMs, \$2.50 <sup>2</sup>            |
| Over the Counter Withdrawal                       | \$25.00  |
| Request Check or One Time ACH                     | FREE   |
| <b>Spend Money</b>                                |  |
| Signature   | FREE   |
| PIN   | FREE   |
| <b>Information</b>                                |  |
| Call Customer Service (866-353-1266)              | Automated IVR Access, FREE<br>Live Agent, FREE                             |
| Online Customer Service                           | FREE   |
| Mobile Customer Service                           | Mobile Text Updates, FREE <sup>3</sup><br>Emerald Mobile Banking App, FREE |
| ATM Customer Service                              | Balance Inquiry, \$1.00  |
| Statements  | Online Statement, FREE<br>Paper statement upon request, FREE               |
| <b>Other</b>                                      |  |
| Decline at ATM                                    | \$1.00   |
| Monthly Inactivity (After 3 Months of Inactivity) | \$2.50   |
| Replacement Card (Lost, Stolen or Damaged)        | FREE<br>If expedited delivery, \$35.00                                     |

<sup>1</sup>Any Retail Reload Fee is an independent fee assessed by the individual retailer only and is not assessed by us.

<sup>2</sup>If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. However, ATMs in the Allpoint Network are surcharge free. To locate an Allpoint ATM, visit [www.allpointnetwork.com](http://www.allpointnetwork.com).

<sup>3</sup>Mobile Text Updates: H&R Block does not charge a fee for this service; however, standard text message fees may apply

## 7. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. Please be

aware that we have no control over when a merchant sends a credit transaction and even though merchants typically post refunds as soon as they are received, the refund may not be available for a number of days after the date the refund transaction occurred; therefore, the amounts credited to your Card for refunds may not be immediately available.

## 8. Charges Made In Foreign Currencies

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard into an amount in the currency of your Card. MasterCard will establish a currency conversion rate for this convenience using a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer.

## 9. Receipts

You may get a receipt at the time you make a transaction or obtain cash using your Card for any purchase in excess of \$15.00. You agree to retain your receipt to verify your transactions.

## 10. Statement of Transactional History

You may obtain information about the amount of money you have remaining in your Card Account by calling 1-866-353-1266. This information, along with a 60-day history of account transactions, is also available on-line at [www.hrblock.com/emeraldcard](http://www.hrblock.com/emeraldcard). You also have the right to obtain a 60-day written history of account transactions by calling 1-866-353-1266, or by writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

## 11. Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission, or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

## 12. Beneficiary Information

You may, but are not required to, designate a beneficiary to receive the funds loaded to your Card. This is called a "Pay on Death" or "POD" designation, and functions to transfer the funds loaded to your Card after your death, without going through the probate process. In order to accomplish this kind of non-probate transfer, this Agreement is subject to the Missouri Nonprobate Transfers Law, including sections 461.003 to 461.081, RSMo, which are hereby expressly incorporated herein by reference. If you desire that your Card carry a POD designation, you will be asked to specify a primary and contingent beneficiary on another document. If you do not want to add a beneficiary to your Card, then you do not have to do anything--just decline to add one or more beneficiaries to your Card.

## 13. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) Any other exception stated in our Agreement with you.

Any liability that we may have for any such failure by us that was not intentional and that resulted from a bona fide error, notwithstanding procedures to avoid such error, shall not exceed actual damages proved, and shall specifically exclude any consequential damages.

## 14. Your Liability for Unauthorized Transfers

Contact us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card without your permission, call us toll-free at 1-866-353-1266. We will require you to give written confirmation of the error within 10 business days of the oral notification. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are not grossly negligent or fraudulent in the handling of your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card to minimize losses.

In addition, your Card is covered by MasterCard Zero Liability Protection. Under MasterCard Zero Liability, your liability for unauthorized MasterCard transactions on your Card is \$0 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely with H&R Block Bank in attempts to recover funds from unauthorized users and to assist in their prosecution. If your Card is lost or stolen, the Bank will not hold you responsible for "unauthorized purchases" if certain conditions are met. Zero liability applies to purchases made in the store, over the telephone or made online. As a MasterCard cardholder you will not be responsible in the event of unauthorized purchases provided that the following preconditions are met:

- Your Card is in good standing;
- You have exercised reasonable care in safeguarding your Card from any unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your Card and you received no benefit from the "unauthorized" purchase (failure to register certain Cards will be considered as not safeguarding your Card);
- You have not reported two or more unauthorized events in the past 12 months.

Zero Liability does not apply to MasterCard cards (i) issued for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small businesses as listed on [www.mastercardbusiness.com](http://www.mastercardbusiness.com); or (ii) if a PIN for a debit transaction is used for the unauthorized purchase.

If the MasterCard Rules are changed as they affect your liability, those changes will become applicable to your transactions under this Agreement upon notice to you as provided by law.

## 15. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Missouri except to the extent governed by federal law. You agree to provide H&R Block Bank with your current contact information in the instance it differs from the contact information you provided when the Card was initiated. Contact information includes but is not limited to: physical address, telephone number(s) and email address, if applicable. In the event you provide us with a change of address notice and subsequently request an additional or replacement Card within the first 30 days after we receive the change of address notification, we must first verify the change of address is valid prior to mailing the requested Card. Address verification will be validated via personal contact with you; notification mailed to your prior address and/or new address or a combination thereof, at our discretion. In any event, we will not issue an additional or replacement Card until such time as we have determined the change of address to be valid. If you receive notice from us that we have received

notification of change of address for your Card, and you have not changed your address, contact us IMMEDIATELY using the number on the back of your Card (1-866-353-1266). This action allows us to proactively assist you in the deterrence and/or identification of possible identity theft of your personal, confidential information specifically as it may relate to your Card.

#### 16. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

#### 17. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-866-353-1266 or write to Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171, if you think an error has occurred in your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-866-353-1266 or writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171. You will need to tell us:

- (1) Your name and Card number (if any).
- (2) Why you believe there is an error and the dollar amount involved.
- (3) Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For errors involving new Cards, we may take up to twenty (20) business days to credit your Card for the amount you think is in error. We will tell you the results within three (3) business days after completing the 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. If you need more information about our error resolution procedures, call us at 1-866-353-1266 or write us at: Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

#### 18. Resolving Disputes

##### ARBITRATION IF A DISPUTE ARISES BETWEEN YOU AND H&R BLOCK (“ARBITRATION AGREEMENT”)

**Scope Of Arbitration Agreement.** If a dispute arises between you and H&R Block, the dispute shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. The arbitrator is empowered to resolve the dispute with the same set of remedies available in court including compensatory, statutory, and punitive damages; attorney’s fees; and declaratory, injunctive, and equitable relief; however declaratory, injunctive or equitable relief shall be granted only to the extent necessary to provide relief warranted by the party’s individual claim. **You and H&R Block also agree that each may bring claims against the other in arbitration only in your or H&R Block’s individual capacity and in so doing you and H&R Block hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind (the “Class Action Waiver”).** However, H&R Block will not invoke its right to arbitrate any individual claim that you bring in small claims court, as long as it is brought and maintained as an individual claim. As used in this Arbitration Agreement, “H&R Block” means HRB Tax Group, Inc., H&R Block Bank, and HRB Technology LLC, as well as the officers, directors, agents, employees and franchisees of any of the H&R Block companies.

**Right to Opt Out of This Arbitration Provision: H&R Block does not require you to accept arbitration even though you accept and use the Card. You may**

**opt out of this Arbitration Agreement within the first 60 days after you receive the Card and this Agreement by visiting [www.hrblock.com /goto/optout](http://www.hrblock.com/goto/optout) or by sending a signed letter to H&R Block Arbitration Opt-Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security Number, and the words “Reject Arbitration.”**

**How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Commercial Arbitration Rules and Supplemental Procedures for Consumer-Related Disputes (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. The arbitrator shall be appointed pursuant to AAA Commercial Arbitration Rule R-11. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement shall be determined by a court and not by the arbitrator. H&R Block does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance. If the immediately preceding sentence or the Class Action Waiver is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void, subject to a party’s right to appeal the court order finding any section unenforceable.

**Arbitration Costs.** H&R Block will pay all filing, administrative, and hearing costs unless your claim is valued at more than \$75,000, in which case the AAA Rules will govern payment. H&R Block waives the right to recover an award of attorney’s fees and expenses against you.

**Other Arbitration Terms & Information.** Your arbitration will take place in a location reasonably convenient to you. This Arbitration Agreement shall supersede all prior arbitration agreements between you and H&R Block unless you are a member of a putative or certified class in a class action lawsuit against H&R Block on the date you receive this Agreement, in which case any prior arbitration agreement you signed shall remain in force and effect for any claims currently asserted in that class action lawsuit. If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in full force and effect. This Arbitration Agreement shall be interpreted, construed, and enforced in accordance with the Federal Arbitration Act and other applicable federal law and, to the extent state law applies, the law of the state where you received this Agreement. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

#### 19. No Warranty regarding Goods and Services

We are not responsible for the quality, safety, legality or any other aspect of any goods or services you may purchase with your Card.

#### 20. Collection of Outstanding Negative Balances Owed

You understand that if at any time you have a negative balance on a Card, we may collect any negative balance owed from any Card balance against a positive balance on any other Card owned by you and will collect from any loaded funds an amount sufficient to satisfy the negative balance plus fees and bring the Card with a negative balance to a zero balance, at which time such Card may be closed, at our option. You further acknowledge and agree that we may collect debt from your Card, including that from Emerald Advance, tax preparation fees, and Refund Anticipation Loans that you owe to H&R Block Bank or, to the extent permitted by applicable law, its affiliates.

#### 21. Reserve Reclassification

This Card consists of a stored value sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the stored value sub-account. The savings sub-account will be non-interest-bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, FDIC insurance protection, or your monthly card statement.

This card is covered by one or more of the following U.S. Patents: 6,000,608, 6,189,787, 7,072,862, 7,127,425 and 7,177,829.

## Signature Required

### H&R Block Emerald Prepaid MasterCard® Application

|   |                        |                  |
|---|------------------------|------------------|
| Primary Tax Payer/Applicant Name:         | Client Account Number: |                  |
| Client Address- Physical (no P.O. Boxes): |                        |                  |
| City                                      | State                  | Zip              |
| Type of Identification Received:          | Place of Issuance:     |                  |
| Identification Number:                    | Date of Issuance:      | Expiration Date: |

You will receive only one H&R Block Emerald Prepaid MasterCard and the Card will be in the name of the Primary taxpayer or Applicant designated above. If your filing status was "married filing joint" and the spouse information is completed on this request, he/she will be able to receive customer support on an inquiry only basis by calling 1-866-353-1266 and providing verifying Primary Taxpayer or Applicant information. The spouse will not be a joint owner on the Emerald Card and will not have maintenance or transaction ability regarding the Emerald Card regardless of the ownership of the funds placed on the Card. An Emerald Card will not be issued to the spouse in connection with this application. Please see the Cardholder Agreement for more information.

#### Disclosure of Information

(a) "Information" means my federal and state Income tax returns for the tax year 2012, and information obtained in connection with my tax returns (including information relating to a possible offset of my tax refund or the possibility that my tax return is incorrect) and any information\* relating to my request for an H&R Block Emerald Prepaid MasterCard ("H&R Block Emerald Card") or similar financial service I have received or requested from H&R Block Bank. (b) "Authorized Parties" means H&R Block Bank and HRB Digital LLC, and their respective direct and indirect parents and affiliates. (c) The Authorized parties may share information to process my request for an H&R Block Emerald Card, to prevent fraud, to collect fees owed, collect debt owed to H&R Block Bank and HRB Digital LLC, and to otherwise administer or promote the program for issuance of an H&R Block Emerald Card as a means of providing me access to my Emerald Advance or Refund Deposit Account proceeds, if any. (d) The Authorized Parties may also disclose information to the Internal Revenue Service ("IRS"), state tax agencies, and any other companies involved directly or indirectly in the issuance or use of any H&R Block Emerald Card issued to me, and this disclosure may include telephone calls to determine the status of my tax return.

#### Issuance of an H&R Block Emerald Card issued by H&R Block Bank

I have elected to load proceeds, including those from my federal or state income tax refund, Emerald Advance, Refund Deposit Account, or another source, onto an H&R Block Emerald Card issued by H&R Block Bank. H&R Block Bank is a Federal Savings Bank and member FDIC. Pursuant to the H&R Block Emerald Prepaid MasterCard Cardholder Agreement with H&R Block Bank, a copy of which has been provided to me for my review, I authorize and request that H&R Block Bank issue me an H&R Block Emerald Card.

#### Fee Sharing

H&R Block Bank, its parents and holding companies, its affiliates, tax professionals employed by its affiliates, or the franchisees of its affiliate may receive a portion of H&R Block Emerald Prepaid MasterCard fees and/or fees from merchants.

#### Arbitration

I acknowledge and agree that any disputes arising in connection with the issuance or use of the H&R Block Emerald Card shall be resolved by arbitration pursuant to the terms of the Arbitration Agreement, which is set forth in the H&R Block Emerald Card Cardholder Agreement, a copy of which has been provided to me for review and retention.

#### Acknowledgment

By signing this application, I acknowledge that I have reviewed and that I received a copy of this Application and a copy of the H&R Block Emerald Prepaid MasterCard® Cardholder Agreement including the schedule of fees applicable to the use of the H&R Block Emerald Card. I also acknowledge that I expect to receive by US mail the H&R Block Emerald Prepaid MasterCard® issued to me. I further acknowledge the terms and conditions set forth in this Application incorporate the terms and conditions of the above named documents.

Primary Taxpayer/Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

\* Obtaining your Card: The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an H&R Block Emerald Prepaid MasterCard. What this means for you: When you open an H&R Block Emerald Prepaid MasterCard, H&R Block Bank will ask for your name, address, date of birth, and other information that will allow them to identify you. You may also be asked to show your driver's license or other identifying documents.  
Revision Date: 10/08/2012

# FACTS

## WHAT DOES H&R BLOCK BANK 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 income</li> <li>■ assets and account balances</li> <li>■ payment history and credit history</li> </ul> |
| <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 H&R Block Bank chooses to share; and whether you can limit this sharing.                 |

| Reasons we can share your personal information   | Does H&R Block Bank share? | Can you limit this sharing? |
|--|----------------------------|-----------------------------|
| <b>For our everyday business purposes—</b> 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> to offer our products and services to you   | Yes                        | Yes                         |
| <b>For joint marketing with other financial companies</b>  | Yes                        | Yes                         |
| <b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences   | Yes                        | No                          |
| <b>For our affiliates' everyday business purposes—</b> information about your creditworthiness   | Yes                        | Yes                         |
| <b>For our affiliates to market to you</b>   | Yes                        | Yes                         |
| <b>For nonaffiliates to market to you</b>  | Yes                        | Yes                         |

|                             |   |
|-----------------------------|---|
| <b>To limit our sharing</b> | <ul style="list-style-type: none"> <li>■ Call 800-472-5625 —our menu will prompt you through your choice(s) or</li> <li>■ Visit us online: <a href="http://www.hrbbank.com">www.hrbbank.com</a></li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> |
|-----------------------------|---|

|                   |   |
|-------------------|---|
| <b>Questions?</b> | Call 800-472-5625 or go to <a href="http://www.hrbbank.com">www.hrbbank.com</a> |
|-------------------|---|



## Who we are

**Who is providing this notice?**

H&R Block Bank, a Federal Savings Bank

## What we do

**How does H&R Block Bank protect my personal information?**

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.

Additionally, we restrict associate access to your personal information.

**How does H&R Block Bank collect my personal information?**

We collect your personal information, for example, when you

- open an account or use your debit card
- pay your bills or apply for a loan or line of credit
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choices will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a common corporate identity or name; financial companies such as H&R Block, Inc.; and nonfinancial companies such as HRB Digital LLC.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with can include mortgage companies, insurance companies, direct marketing companies and nonprofit organizations.

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include credit card companies, mortgage companies, and insurance companies.

## Other important information

You may have privacy rights under various state laws including Vermont, California and Nevada. H&R Block Bank will comply with these laws to the extent they apply. We may telephone existing customers with offers for additional financial products. You have the right to opt-out of this contact by calling 800-472-5625 to add your name to our do-not-call/contact list. Nevada residents may also contact the Nevada Attorney General for opt out information by phone (775-684-1100); email (bcpinfo@ag.state.nv.us); or mail (100 N Carson St., Carson City, NV 89701). We may share your personal information with offshore service providers, for the limited purpose of providing a customer service call center for certain of the bank's products and services.