

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:

Refund Deposit Account Disclosure
Application and Agreement for a Refund Deposit Account
What Does H&R Block Bank Do With Your Personal Information (Privacy Notice)
Agreement for an H&R Block Emerald Prepaid MasterCard®

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
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 monitor
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.



APPLICATION AND AGREEMENT FOR REFUND DEPOSIT ACCOUNT(S)

I am applying for a Refund Deposit Account based on my federal tax refund ("Federal RDA") and/or a Refund Deposit Account ("Refund Account") based on my state tax refund ("State RDA") (the Federal RDA and State RDA shall jointly and severally be referred to herein as a "RDA") from H&R Block Bank, a federal savings bank ("HRBB"). In this application (this "Application"), "H&R Block" means HRB Digital LLC, and each of its direct and indirect parents, subsidiaries, affiliates, agents, successors, assigns, and the franchisees of any of them.

1. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR ME: WHEN I OPEN AN ACCOUNT, YOU WILL ASK FOR MY NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW YOU TO IDENTIFY ME. I MAY ALSO BE ASKED TO PRODUCE MY DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

By signing below, I am indicating that I have read, understand, and agree to the terms of this Application above and on the following pages, including but not limited to: (a) Section 2 in which I agree that HRBB may use amounts received from my tax refund to pay certain debts owed to HRBB or H&R Block; and (b) Section 11 in which I agree to arbitrate any claims that I may have against H&R Block. I also acknowledge that I have 60 days from today's date to reject the Arbitration Provision by following the procedure described in Section 11 herein. I ALSO UNDERSTAND THAT, BY SUBMITTING AN APPLICATION, I MAY BE SUBMITTING TO A COLLECTION PROCESS THAT MAY RESULT IN ME REPAYING DEBT, EVEN IF THE ENTITY TO WHICH I OWE SUCH DEBT IS PREVENTED BY LAW FROM BRINGING A LAWSUIT AGAINST ME TO COLLECT THE DEBT. I ACKNOWLEDGE THAT I CAN RECEIVE MY TAX REFUND IN APPROXIMATELY THE SAME AMOUNT OF TIME WITH A DIRECT DEPOSIT BY THE TAXING AUTHORITY OF MY REFUND INTO MY OWN SEPARATE BANK ACCOUNT WITHOUT PAYING ANY REFUND ACCOUNT FEE. IF I HAVE ANY QUESTIONS CONCERNING ANY DEBT I OWE TO HRBB OR H&R BLOCK, INCLUDING WHETHER I OWE ANY SUCH DEBT AND, IF SO, THE SPECIFIC AMOUNT OF SUCH DEBT, I SHOULD CONTACT HRBB AT 1-877-934-1328 PRIOR TO APPLYING FOR A RDA OR AT ANY TIME THEREAFTER.

2. **Payment of Other Debt.** IF ANY STATE LAW DOES NOT PERMIT THE REPAYMENT OF ANY OF THE DEBTS LISTED BELOW IN THE MANNER SET FORTH, THE PROVISIONS OF THIS SECTION RELATING TO THOSE DEBTS SHALL NOT APPLY IN THOSE STATES.

With respect to any delinquent debt I owe to HRBB or H&R Block from prior years, and provided that such debt has not been discharged in bankruptcy, I authorize and direct the repayment of such debt, calculated as of the date of this Application, by means of having such debt deducted from my Refund Account established in connection with my RDA.

PLEASE NOTE: *If I have delinquent debt, I understand that H&R Block Bank may be acting as a debt collector to collect a debt and that any information obtained will be used for that purpose.*

With respect to any Refund Anticipation Loan (RAL) or related fee debt that I owe to H&R Block, I understand that (1) I may have delinquent debt from a refund anticipation loan (RAL) I obtained in a prior year from HSBC Bank USA, N.A. or HSBC Trust Company (Delaware), N.A., (2) HRB Products LLC ("HRB Products") has taken assignment of my delinquent RAL debt from HSBC Taxpayer Financial Services Inc., and (3) H&R Block Bank ("HRBB") is acting as a debt collector to collect my delinquent RAL debt on behalf of HRB Products.

With respect to the delinquent RAL debt I may owe to HRB Products, and provided that such debt has not been discharged in bankruptcy, I authorize and direct HRBB to repay my debt to HRB Products by deducting the amount of my debt from my Refund Account established in connection with my RDA and paying such amount to HRB Products.

Before forwarding payment for a debt I owe, HRBB will provide me with written notice of the amount of the debt and the right to notify HRBB that I dispute the debt, or any part of it, for 30 days after I receive the notice. If I dispute the debt, HRBB will not forward payment during this 30-day period, unless and until HRBB obtains verification of the debt and mails a copy to me.

If I owe delinquent debt to more than one of the entities listed above, I authorize and direct HRBB to pay such debts as described above in the following order: First, to HRBB, Second, to H&R Block.

Please Note: If I have any questions concerning any debt I owe to HRBB, HRB Products, or H&R Block, including whether I owe any such debt and, if so, the specific amount of such debt, I should contact HRBB at 1-877-934-1328 prior to applying for a RDA or at any time thereafter.

3. Applicable Law. This Application and all the other documents executed in connection with this Application or my RDA (collectively, "Documents") shall be governed by and construed, interpreted, and enforced in accordance with federal law and, to the extent state law applies, the law of the State of Missouri (without reference to conflict of laws principles).

4. Important Information About RDAs. I understand that: (a) a RDA is not a loan, but instead is a bank deposit product that enables me to direct payment of certain fees and debt from my federal and state tax refunds; (b) a Federal RDA delivers an amount equal to my federal tax refund, less tax preparation fees owed to H&R Block, any debt owed to HRBB, HRB Products, or H&R Block, and other authorized amounts; (c) The IRS may take up to 21 days to make an electronic deposit. **I can receive my federal tax refund in approximately the same amount of time with a direct deposit by the IRS of my tax refund into my own separate bank account for no additional fee; (d) The fee for Federal RDAs is \$32.95. You will receive a discount of \$8.00 if you choose to have your RDA proceeds loaded to an Emerald Card.** (e) a State RDA delivers an amount equal to my state tax refund and there is no additional fee for a State RDA. **I can receive my state tax refund in approximately the same amount of time with a direct deposit by the state taxing authority into my own separate bank account;** (f) I can file my tax returns electronically without obtaining a RDA; (g) the IRS and state taxing authority will send me a refund check or electronically deposit my refund to my existing bank account; (h) the IRS may take up to 21 days to make an electronic deposit; (i) I will not receive the proceeds of a RDA until HRBB receives my tax refund issued by the taxing authority; and (j) HRBB cannot guarantee when any proceeds of a RDA or a tax refund will be available to me.

5. Deposit Authorization. (a) After I sign my Application, H&R Block will electronically transmit my tax return to the taxing authority and my Application to HRBB. I understand that I will sign a deposit authorization to the taxing authority (the "Deposit Authorization") as part of my Application and electronic tax filing, and that the Deposit Authorization and this Application provide an irrevocable agreement to have my tax refund disbursed to HRBB, and irrevocably transfers to HRBB all of my rights, title, and interest in the proceeds of my tax refund for purposes of the RDA I have requested and other purposes authorized by this Application. (b) If my Application is denied, HRBB will return any tax refund received to the taxing authority. (c) If HRBB does not receive my federal or state tax refund and a Refund Account is not opened, I still owe and agree to pay any fees owed to H&R Block. (d) If HRBB receives my federal or state tax refund, HRBB will look only to amounts received into the Refund Account for payment of the Refund Account fees.

6. Refund Account. (a) I request that a Refund Account be opened at HRBB upon HRBB's receipt of my tax refund for the purposes of ensuring the disbursement of my RDA and other amounts described in the Documents. The Annual Percentage Yield and interest rate on the Refund Account will be 0%. This means I will not receive any interest on funds in the Refund Account. I understand that I cannot make withdrawals from or deposits to the Refund Account and that the funds in the Refund Account will be disbursed only as expressly provided in the Documents, except that the applicant(s) agree that HRBB may later change the disbursement method at the request of one of the applicants. (b) HRBB may deduct from my tax refund, any funds received in the Refund Account, and any proceeds of a RDA any amounts I owe HRBB or H&R Block. I understand and agree that I must pay for the products and services H&R Block provides when H&R Block's services are complete. H&R Block's services are complete when H&R Block notifies me that the proceeds of my RDA are available, but in any event no more than 21 days after H&R Block e-files my tax return. (c) I will not receive a periodic statement for the Refund Account, but I will receive notice if funds in the Refund Account are not sufficient to disburse my RDA or are used for any purpose other than disbursement of my RDA. HRBB may, immediately after disbursement of all funds in the Refund Account, close the Refund Account without further notice to or authorization from me.

7. Refund Account Fees. The fee to establish and administer the refund account for my RDA (a "Refund Account Fee") is \$32.95. However, if I choose to have my RDA proceeds loaded to an Emerald Card, I will receive a discount of \$8.00. There is no fee for a State RDA, but I can only receive a State RDA if you e-file your state and federal tax returns at the same time. The Refund Account Fee is not imposed directly or indirectly as an incident to or condition of any extension of credit.

8. No Fiduciary Duty. I understand that for various fees received, H&R Block is acting only as my electronic filer, and the deliverer of an H&R Block Emerald Prepaid MasterCard® ("Emerald Card") with respect to this RDA transaction. I further understand that H&R Block and HRBB are not acting in a fiduciary or confidential capacity with respect to me in connection with this transaction and that H&R Block has no other duties to me beyond the transmission of my tax return information to HRBB, the electronic filing of my tax return with the taxing authority, notifying me of the availability of the proceeds of my RDA, and the delivery of an Emerald Card for my RDA (if applicable). I further understand that H&R Block has been appointed as the agent of HRBB in connection with this Application and the RDA. I further understand that H&R Block will receive payments from HRBB in connection with a RDA and HRBB may reimburse H&R Block for certain of its out-of-pocket expenses. I acknowledge that I have independently evaluated and decided to apply for a RDA, and that I am not relying on any recommendation from H&R Block.

9. Disclosure Information. (a) "Information" means my 2012 federal and state income tax returns, any information obtained in connection with my tax return (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 Application or any other Document, RDA, or similar financial service I have received or requested from HRBB. (b) "Authorized Parties" means HRBB and H&R Block; (c) The Authorized Parties may share Information to process my Application, to determine whether to provide a RDA, to provide RDAs to me, to collect HRBB debts or H&R Block debts or fees, to prevent fraud, and to otherwise administer or promote the program for RDAs. (d) The Authorized Parties may disclose Information to the IRS, state taxing authorities and other financial institutions that provide RDAs or other financial services. (e) The Authorized Parties may call, or input my Information on any website of, the IRS or state taxing authorities in connection with my Application to, among other things, determine the status of my tax return or tax refund. The IRS and state taxing authorities may disclose information about me, my tax returns and my tax refunds to the Authorized Parties.

10. Reserved.

11. Arbitration Provision. **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” shall also include the direct or indirect parents, subsidiaries and affiliates of any of the companies referenced at the beginning of this document 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. You may opt out of this Arbitration Agreement within the first 60 days after you submit this RDA Agreement by visiting 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, 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 submit this RDA 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 submitted this RDA 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.

12. Survival. The provisions of this Application shall survive the disbursement of my RDA.

13. Miscellaneous. (a) References to “I” or “me” or “my” in the Documents shall refer individually to each applicant for a RDA and to both applicants for a RDA, and the obligations of such individuals under the Documents will be joint and several. The filing of an injured spouse form shall not relieve either applicant of any obligations under the Documents. (b) If any provision of the Documents or part thereof is deemed invalid, such invalidity will not affect any other provision of the Documents or part thereof. (c) HRBB may obtain information from third parties in connection with evaluating my Application. (d) HRBB may transfer, sell, participate, or assign all or a portion of any rights, duties, or obligations relating to a RDA, to H&R Block or any third party without notice to me or my consent. (e) Supervisory personnel of HRBB or its agents may listen to and record my telephone calls. (f) I agree that you may send any notices and billing statements to the address of the primary applicant and not to the address of the joint applicant if such address is different.

14. Certification. I certify that the following is true: (1) Presently, I do not have a petition (whether voluntary or involuntary) filed and I do not anticipate filing a petition under federal bankruptcy laws. (2) I have not had a debt with HRBB or H&R Block, that has been discharged in bankruptcy.

Want to check the status of your refund? Call **1-866-761-1040** 24 hours a day. If the IRS has released your refund and you have not received your money, call **1-800-HRBLOCK (1-800-472-5625)**.

FACTS

WHAT DOES H&R BLOCK BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

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.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- assets and account balances
- payment history and credit history

How?

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?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call 800-472-5625 —our menu will prompt you through your choice(s) **or**
- Visit us online: www.hrbbank.com

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 800-472-5625 or go to www.hrbbank.com

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.