

Consent to Electronic Communications:

This consent to electronic communications provides (1) important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and (2) your consent to electronic delivery of all Required Disclosures relating to your use of the Software. References to “you” or “your” herein refers to the individual(s) submitting an income tax return through this Software or, in the case of a joint return, to each individual and to both individuals submitting this return. References to “we” or “us” herein refers to HRB Digital LLC, HRB Tax Group, Inc. or BofI Federal Bank, as applicable. You are not required to consent to receiving disclosures electronically, but if you do not consent, you may not proceed with this transaction.

- 1.1 Scope of Consent.** Your consent to receive Required Disclosures electronically applies to all Required Disclosures. As used in this consent, “Required Disclosures” means all notices, disclosures, communications, or other information required by law relating to your use of the Software. Examples of Required Disclosures that we will deliver electronically include:
 - a) Refund Transfer Disclosure
 - b) Application and Agreement for Refund Transfer and Refund Deposit Account
 - c) H&R Block Emerald Prepaid MasterCard Application
 - d) H&R Block Emerald Prepaid MasterCard Cardholder Agreement
 - e) What Does BofI Federal Bank Do With Your Personal Information? (BofI Federal Bank Privacy Notice)
- 1.2 Hardware and Software Requirements.** In order to access, view, and retain Required Disclosures, you must have the following:
 - a) A personal computer or other device with sufficient hard drive capacity and an operating system, (i.e., Windows XP, Vista, Windows 7, Windows 8; or Macintosh OS 10.x) which is capable of accessing the Internet
 - b) Access to the Internet and an Internet browser which supports HTML 4.0 and 128bit SSL encryption and JavaScript, such as Microsoft Internet Explorer 8.0 and higher, Firefox 3 and higher, Chrome 10.0 and higher, or Safari 4.0 and higher
 - c) An email account and related software for accessing the email account
 - d) Software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe® Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>)
- 1.3 Method of Delivery.** We may provide Required Disclosures to you:
 - a) via e-mail at the e-mail address you designated to H&R Block (if any);
 - b) by access to the H&R Block website that will generally be designated in advance for such purpose or designated in an e-mail notice to you; or
 - c) in the course of your use of the Software including, without limitation, via a screen or page within the Software or via a link from within the Software to a web page containing the Required Disclosures.
- 1.4 Obtaining Paper Copies.** You have the right to receive a paper copy of Required Disclosures upon request. We must receive your paper copy request within one hundred twenty (120) days from the date that we first provided the Required Disclosure to you. To request a paper copy of a Required Disclosure, send your request and fee to HRB Digital LLC, Attn: Research Team, P.O. Box 10435, Kansas City, MO 64171-0435.
- 1.5 Withdrawing Consent/Updating Information.** If you want to withdraw your consent to receive Required Disclosures electronically or your e-mail address changes, you must notify us in writing at the following address: HRB Digital LLC, Attn: Research Team, P.O. Box 10435, Kansas City, Missouri 64171-0435. Please provide your physical address and e-mail address to request the change. If you fail to notify us of a change in e-mail address, you understand and agree that any communications sent via e-mail will be deemed to have been provided or made available to you in electronic form. If you choose to withdraw your consent to receive Required Disclosures electronically, then you may be unable to access certain features or functionality that would otherwise be made available to you, or we may terminate your License to use the Software. Some notices may be “one-time” notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.

- 1.6** All Required Disclosures Are "In Writing". All Required Disclosures in electronic format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Required Disclosure that is important to you.
- 1.7** Confidentiality/Limitation of Liability. You understand that the Required Disclosures may be confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically or 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).
- 1.8** Your Consent. By accepting and agreeing to this Consent to Electronic Communications, you agree and consent to the electronic delivery of Required Disclosures and to the terms herein. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of the Required Disclosures unless specifically requested as described in Section 1.4 above.

Refund Transfer Disclosure

What You Need to Know About Refund Transfers

Before You Apply

- A Refund Transfer (RT) is not a loan, but is a bank deposit product that requires BofI Federal Bank (BoFI), Member FDIC, to open a bank account (Refund Account) for you. A RT is intended for limited use and enables those who select it to direct the payment of tax preparation, software and other fees from their income tax refund.
- You may file your federal income tax return electronically without obtaining a RT, loan or other bank product and without any additional costs.
- You may receive a check or have your tax refund deposited directly into your existing bank account from the IRS without obtaining a RT or any other bank product and without incurring any additional costs.
- The cost of a RT, if applicable, will be deducted from your tax refund and will reduce your tax refund by the amount of the RT fee. You may obtain the full tax refund if you do not take a RT.
- If you claim the earned income tax credit (EITC), the cost of a RT, if applicable, will be deducted from your tax refund and will reduce your EITC benefit by the amount of the RT fee. You may obtain the full EITC benefit if you do not take a RT.

Your Options For Receiving Your Tax Refund

- If you file a paper tax return by U.S. mail and elect to receive your tax refund through the U.S. mail, you can expect your refund normally in 6 to 8 weeks after IRS acceptance*. If you choose this option, you will be responsible for paying your tax preparation, software and other fees today.
- If you file your tax return electronically and elect to receive your tax refund through the U.S. mail, you can expect your refund normally in 21 to 28 days after IRS acceptance*. If you choose this option, you will be responsible for paying your tax preparation, software and other fees today.
- If you file your tax return electronically and elect to receive your tax refund on your H&R Block Emerald Prepaid MasterCard®, another prepaid debit card owned by you, or your personal bank account, you can expect your refund within 21 days after IRS acceptance*. If you choose this option, you will be responsible for paying your tax preparation, software and other fees today.
- The fee for a RT is \$34.95. The availability of your RT depends on when the IRS issues your tax refund, but is normally within 21 days after IRS acceptance*. Your tax preparation, software and other fees are not due until our services are complete, which will be when your RT funds are delivered to you.

Filing Options and Timeline

Filing/Money Options	RT Fee	Timing*	Tax Preparation Fee Due Today?
Paper Return IRS Mailed Check	None	6-8 weeks	Yes
Paper Return IRS Direct Deposit to Your Bank Account or Emerald Card	None	5-7 weeks	Yes
E-filed Return IRS Mailed Check	None	21-28 days	Yes
E-Filed Return IRS Direct Deposit to Your Bank Account or Emerald Card	None	Within 21 days	Yes
E-Filed Return Refund Transfer to Emerald Card	\$34.95	Within 21 days	No
E-Filed Return Refund Transfer to Your Bank Account	\$34.95	Within 21 days	No

*These are approximate times based on www.irs.gov and other available information. IRS does not guarantee a specific date that refunds will be received. BoFI and H&R Block do not guarantee a specific date for availability of money. Many factors can impact the timing of your refund and the processing of your return may take longer. Please note that based on the PATH Act of 2015, if you claimed either the Earned Income Credit or Additional Child Tax Credit, the IRS cannot issue your refund before February 15.

Debt

- When applying for a RT, H&R Block can and will determine if you have outstanding H&R Block prior year tax preparation fee debt, H&R Block Emerald Advance® line of credit debt, and certain other debt owed to BofI or H&R Block and their affiliates and service providers.
- You should determine whether you have such debt prior to applying for a RT. You may obtain additional information on outstanding unpaid debt by calling 1-877-934-1328. By agreeing to a RT, you authorize and direct BofI through its service providers, including H&R Block and Emerald Financial Services, LLC to deduct any amounts necessary to repay such outstanding debts.

Cancelations / Denials

- Your RT application can be denied or canceled. If so, the fees in connection with the application will be refunded to you. However if your RT application is denied or canceled you will still be responsible for paying the tax preparation, software and other fees for services and/or products provided by H&R Block.

Other

- If the IRS does not issue your tax refund to your Refund Account within 21 days, you understand that you are still responsible for and agree to pay your tax preparation, software and related fees.
- BofI offers low cost direct deposit accounts. To obtain more information, please visit <http://www.bankofinternet.com>
- The Federal government offers a wide variety of financial advice. To obtain more information, please visit <http://www.mymoney.gov>
- You may want to consider changing your income tax withholding, which could result in more income to you during the year and avoid having to wait for your income tax refund. Please visit www.irs.gov to locate the IRS Withholding Calculator and calculate your revised Federal income tax withholding amount.
- If you have any questions related to your RT, please call H&R Block at **1-800-472-5625**.
- If you have any questions related to your H&R Block Emerald Prepaid MasterCard®, please call H&R Block at **1-866-353-1266**.

Important Disclosure: Refund Transfer (RT) and H&R Block Emerald Prepaid MasterCard® are tax refund-related deposit products. RT offered through BofI Federal Bank, Member FDIC. Fees apply. H&R Block Emerald Prepaid MasterCard® issued by BofI Federal Bank pursuant to a license by MasterCard International Incorporated. Emerald Financial Services, LLC is a registered agent of BofI Federal Bank. MasterCard is a registered trademark of MasterCard International Incorporated. Not available at all locations and to all applicants. Additional fees, terms, and conditions apply; consult your Cardholder Agreement for details. ID Verification required. ©2016 HRB Tax Group, Inc.



APPLICATION AND AGREEMENT FOR REFUND TRANSFER AND REFUND DEPOSIT ACCOUNT

I am applying for a Refund Transfer ("RT") from BofI Federal Bank ("BofI"), Member FDIC. I am also applying for a Refund Deposit Account ("RDA"). In this application and agreement (this "Application"), "H&R Block" means, collectively, HRB Digital LLC; HRB Tax Group, Inc.; Emerald Financial Services, LLC and their current or former subsidiaries and affiliates, as well as the successors, agents, assigns, and franchisees of any of them, as applicable.

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 checking the box 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 BofI may use amounts received from my tax refund to pay certain debts owed to it or H&R Block; and (b) Section 10, to which I specifically authorize and consent, which contains an Arbitration Agreement in which I agree, among other things, to resolve disputes I have by arbitration on an individual basis rather than by jury trials or class actions. I ALSO UNDERSTAND THAT, BY SUBMITTING AN APPLICATION, I AM SUBMITTING TO A COLLECTION PROCESS THAT MAY RESULT IN ME REPAYING DEBT OR OTHER AMOUNTS, EVEN IF THE ENTITY TO WHICH I OWE SUCH DEBT OR OTHER AMOUNTS IS PREVENTED BY LAW FROM BRINGING A LAWSUIT AGAINST ME TO COLLECT THE DEBT OR OTHER AMOUNTS. 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 RT FEE. IF I HAVE ANY QUESTIONS CONCERNING ANY DEBT OR OTHER AMOUNTS I OWE TO H&R BLOCK OR BOFI, INCLUDING WHETHER I OWE ANY SUCH DEBT OR OTHER AMOUNTS AND, IF SO, THE SPECIFIC AMOUNT OF SUCH DEBT OR OTHER AMOUNTS, I SHOULD CALL 1-877-934-1328 PRIOR TO APPLYING FOR A RT 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 debt I owe to BofI or H&R Block, 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 having such debt deducted from my RDA established in connection with my RT.

<p>PLEASE NOTE: If I have debt, I understand that BofI may be acting as a debt collector to collect a debt and that any information obtained will be used for that purpose.</p>
--

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

If I owe debt to more than one of the entities listed above, I authorize and direct Bofl to pay such debts in the order determined by Bofl.

3. Applicable Law. Except as provided in Section 10, this Application, and other information and documents related to my RT Application (collectively, "Documents") shall be governed by and construed, interpreted, and enforced in accordance with federal law and, to the extent state law applies, the laws of the State of Nevada except to the extent preempted by federal law (without reference to conflict of laws principles).

4. Important Information About RTs. I understand that: (a) a RT is not a loan, but instead is a bank deposit product that enables me to direct deposit my tax refund into my RDA and authorize Bofl to pay certain fees and debts from my RDA; (b) I will receive from my RT an amount equal to my federal tax refund, less tax preparation, software and related fees owed to H&R Block, the RT fee of \$34.95, any delinquent debt I owe to Bofl or H&R Block, and other authorized amounts. 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; (c) The fee for a RT is \$34.95 ("RT Fee"); (d) I can file my tax returns electronically without obtaining a RT; (e) if I do not opt for an RT, the IRS will send me a refund check or electronically deposit my refund to my existing bank account; (f) the IRS normally makes an electronic deposit within 21 days after an electronic filing; (g) I will not receive the proceeds of a RT until Bofl receives my tax refund issued by the taxing authority; and (h) neither H&R Block nor Bofl can guarantee when any proceeds of a RT or a tax refund will be available to me.

5. Deposit Authorization. (a) After I apply for a RT, H&R Block will electronically transmit my tax return to the taxing authority and my Application to Bofl. I understand that I will agree to 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 electronically deposited into a RDA in my name at Bofl. (b) If my Application is denied, Bofl will return any tax refund received to the taxing authority. (c) If Bofl does not receive my federal refund and a RDA is not opened, I still owe and agree to pay any tax preparation, software and related fees, but not any RT Fee, owed to Bofl or H&R Block. (d) If Bofl receives my federal or state tax refund, Bofl will look only to amounts deposited into the RDA for payment of the RT fees.

6. Refund Deposit Account. (a) I request and direct that a RDA be opened in my name upon Bofl's receipt of my tax refund for the purposes described in the Documents. The Annual Percentage Yield ("APY") and interest rate on the RDA will be 0%. This means I will not receive any interest on funds in the RDA. I understand that I cannot make withdrawals from or deposits to the RDA and that the funds in the RDA will be disbursed only as expressly provided in the Documents, except that I agree that Bofl may later change the disbursement method at my request. (b) I hereby authorize Bofl to deduct from my RDA my current tax preparation, software and related fees applicable to the preparation of my tax return, the RT Fee, any debt that I owe Bofl or H&R Block, and any related amounts authorized by me. (c) I understand and agree that the tax preparation, software and related fees owed to H&R Block are not paid at the time of filing, but dependent upon the Internal Revenue Service (IRS) funding my RDA and H&R Block completing all of the services associated with my RT. I further understand and agree that if the IRS does not issue my tax refund to my RDA, within 21 days after the IRS accepts my tax return for processing, that I am responsible for and agree to pay all tax preparation, software and related fees. (d) I understand and agree that I must pay for the tax preparation, software and any related 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 RT are available, but in any event no more than 21 days after H&R Block e-files my tax return. Bofl may withdraw from my RDA any check I receive for a RT that I endorse and present for payment or to disburse money to me in accordance with my Application. (e) I will not receive any periodic statement for the RDA, but I will receive notice if funds in the RDA are not sufficient to disburse my RT or are used for any purpose other than disbursement of my RT. Bofl may, immediately after disbursement of all funds in the RDA, close the RDA without further notice to or authorization from me.

7. Refund Transfer Fees. The fee to establish and administer the RDA for my RT is \$34.95. The RT Fees are 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 tax preparation software provider, my electronic filer, and the deliverer of an H&R Block Emerald Prepaid MasterCard® (“Emerald Card”) with respect to this RT transaction (if applicable). I further understand that H&R Block is 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 preparation of my tax return (if applicable), the transmission of my tax return information to Bofl, the electronic filing of my tax return with the taxing authority, notifying me of the availability of the proceeds of my RT, and the delivery of an Emerald Card (if applicable). I further understand that H&R Block has been appointed as the representative of Bofl in connection with this Application and the RT. I further understand that H&R Block will receive payments from Bofl in connection with a RT and Bofl 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 RT, and that I am not relying on any recommendation from H&R Block.

9. Disclosure Information. (a) “Information” means my 2016 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, RT, or other financial service I have received or requested from Bofl. (b) “Authorized Parties” means Bofl and H&R Block; (c) The Authorized Parties may share Information to process my Application, to determine whether to approve my Application, to provide a RT to me, to collect Bofl and H&R Block debts or fees, as the case may be, to prevent fraud, and to otherwise administer or promote the program for RTs. (d) The Authorized Parties may disclose Information to the IRS, state taxing authorities and other entities that provide RTs 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. Arbitration Agreement.

10.1. Scope of Arbitration Agreement. All disputes and claims between any one or more of the Bofl Parties (as defined below) and me shall be resolved through binding individual arbitration unless I opt out of this Arbitration Agreement using the process explained below. However, either the Bofl Parties or I may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph 10.3 below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term “Bofl Parties” shall include Bofl Federal Bank; HRB Digital LLC; HRB Tax Group, Inc.; Emerald Financial Services, LLC; and any of their respective direct or indirect parents, subsidiaries, and affiliates. This term also includes predecessors, successors, officers, directors, agents, employees and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: I am not required to accept arbitration even though I must agree to this Application to receive my RT today. I may reject this Arbitration Agreement within the first 60 days after I agree to this Application, by fully filling out the form found at <http://www.arbitrationoptout.com/bofi>, or sending a signed letter to Bofl Arbitration Opt-Out, PO Box 5846, Kansas City, MO 64171. The letter should include my printed name, the first five digits of my Social Security Number, state, zip code, and the words “Reject Arbitration.” If I opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

10.2. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“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. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless the Bofl Parties and I agree otherwise, any arbitration hearing shall take place in the county of my residence.

10.3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys’ fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to me and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **The Bofl Parties and I also agree that each may bring claims against the other in arbitration only in their or my respective individual capacities and in so doing the Bofl Parties and I 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.** If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. The Bofl Parties do 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.

10.4. Arbitration Costs. The Bofl Parties will pay all filing, administrative, arbitrator and hearing costs. The Bofl Parties waive any rights they may have to recover an award of attorneys’ fees and expenses against me in arbitration.

10.5. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. 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. Notwithstanding any provision in this Application to the contrary, the Bofl parties will not make any material change to this Arbitration Agreement without providing me with an opportunity to reject that change by following the directions in the Change in Terms. Rejection of any future change will not impact this or any prior Arbitration Agreement to which I have agreed.

11. Survival. The provisions of this Application shall survive the disbursement of my RT.

12. Miscellaneous. (a) References to “I” or “me” or “my” in the Documents shall refer individually to each applicant for a RT and to both applicants for a RT, 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) Except as otherwise provided, 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) Bofl may obtain information from third parties in connection with evaluating my Application. (d) Bofl may transfer, sell, participate, or assign all or a portion of any rights, fees, duties, or obligations relating to a RT, to H&R Block or a third party without notice to me or my consent. (e) Supervisory personnel of Bofl, H&R Block or their agents may listen to and record my telephone calls made in connection with my RT. (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. (g) I understand that Bofl may change the terms of this Application from time to time in the future and to the extent and in the manner permitted by applicable law and in doing so, may add, remove or change existing terms. I understand Bofl will give me notice of any changed terms if and to the extent required by law.

13. Certification. I certify that the following are 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; and (2) I have not had a debt with Bofl 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).

CLIENT Copy Signature Not Required

The H&R Block Emerald Prepaid MasterCard Cardholder Agreement will print with this document. Provide copy of application and CHA to client.

H&R Block Emerald Prepaid MasterCard® Application

Primary Tax Payer / Applicant Name:	Account Number:	
Client Address - Physical (no P.O. Boxes):	Occupation:	
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 Applicant designated above. If your filing status was "married filing joint" and the spouse information is completed on this request, he/she will not be a joint owner on the Emerald Card and will not have inquiry, 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. However, you may add your spouse or another person as a joint owner of the Card Account associated with your Card. A joint owner will receive a Card associated with the same Card Account and will have full access, and full ownership rights, to all funds in the Card Account. A joint Card Account will be held in the names of two persons as joint tenants with right of survivorship and not as tenants in common. This means that when one owner dies, the balance in the Card Account will belong to the survivor. Please see the Cardholder Agreement for more information.

Disclosure of Information

"Information" means my federal and state income tax returns for the tax year 2016, 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 BofI Federal Bank. "Authorized Parties" means BofI Federal Bank, Emerald Financial Services, LLC, HRB Tax Group, Inc., and their respective affiliates. The Authorized parties may share information to process my request for an H&R Block Emerald Card, to prevent fraud, to collect fees owed 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 Anticipation Check proceeds, if any. 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 BofI Federal Bank

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

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 section 18 of the H&R Block Emerald Card Cardholder Agreement, to which I consent and specifically authorize unless I opt out following the process described. A copy of the Cardholder Agreement 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 have received the H&R Block Emerald Prepaid MasterCard identified by the account number above. 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: _____ Signature on File _____ 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, BofI Federal 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: 08/2016

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 the Card(s) or by requesting funds to be loaded to the Card Account associated with the Card(s) 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 BofI Federal Bank (“BofI”), Member FDIC. “Card Account” means the records we maintain to account for the value associated with the Card(s). “You” and “your” mean the person or persons who have received the Card(s) and are authorized to use the Card(s) as provided for in this Agreement. “We,” “us,” and “our” mean BofI, our successors, affiliates or assignees. This Agreement includes a binding Arbitration Agreement (see “Resolving Disputes” below).

2. Obtaining Your Card

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a federal law, requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a 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 or savings account. You will not receive any interest on your funds in the Card Account. 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. You may use your Card on an ongoing basis. From time to time, we may issue a new Card associated with the Card Account, including because of Card loss, Card theft, convenience, or circumstances in which the security of the Card Account or consumer access to the Card Account is compromised.

You may add your spouse or another person as a joint owner of the Card Account. A joint Card Account will be held in the names of two persons as joint tenants with right of survivorship and not by any other method. This means that when one owner dies, the balance in the Card Account will belong to the survivor. A joint owner will receive a Card associated with the same Card Account. All joint owners have equal rights in and full access to all funds in the Card Account. We will not, for example, restrict access to the Card Account on behalf of or at the request of a joint owner. All joint owners will be bound by all terms and conditions of this Agreement.

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded onto the Card, or have been loaded into the Card Account 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. Any reference to “days” found in the Agreement are calendar days unless indicated otherwise. Customer Service is available 24 hours a day, 365 days a year. You must be 18 years of age to obtain the Card, or the legal age of majority in Alabama (19), Nebraska (19), and Puerto Rico (21).

4. Expired, Canceled or Inactive Cards

The expiration date of your Card is identified on the front of your Card. If a balance remains in your Card Account after expiration of all Cards associated with the Card Account, we will either mail a check or issue a new Card with access to the remaining balance in the Card Account 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 expiration of the appropriate escheat period.

The Card will remain the property of BofI 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 any Card associated with the Card Account is canceled, suspended, repossessed, or revoked, you will be entitled to a refund of any remaining balance in the Card Account. You must surrender a revoked Card. You may not use an expired, canceled, or revoked Card. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

In our discretion, we may determine your Card Account is inactive and close it after the Monthly Inactivity Fee depletes the balance to zero. Inactive status is defined as two (2) consecutive months of no credit or debit activity excluding fees. Inactive Card Accounts will not receive annual regulatory disclosure notices. In the instance of BofI's receipt of any returned mail, mailed to the Cardholder's address of record, the Card Account may be deemed inactive for purposes of this section.

4.1 Personal Identification Number (“PIN”)

We will provide you a Personal Identification Number (“PIN”). 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 Acceptance Mark. 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 Account at any time. You may add value or load your Card Account only via direct deposit, certain retail reload providers, through the Check-to-Card service and other approved sources. A list of authorized retail reload locations is available by logging in at www.hrblock.com/emeraldcard. The Check-to-Card service is provided by Ingo Money, Inc., our Check-to-Card service provider, and the terms and conditions for the Check-to-Card service are governed by the First Century Bank and Ingo Money Terms and Conditions (the “Check-to-Card Service Terms”).

Funds are available to you in your Card Account when we receive the funds. 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. For security reasons, we may limit the number and amount of direct deposits that may be loaded to your Card Account. 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 Account each day is \$999.99. The maximum number of times you may load your Card Account per day is four (4). The maximum amount of cash value that you may load to your Card Account each month is \$9,500.00. The maximum number of times you may load your Card Account per month is ten (10). Retail reload providers 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 Account using any of their retail card-loading locations in a day. We do not have authority over the retail card-loading entities that would enable us to override or attempt to override their policies and procedures regarding the loading of your Card Account. You may not load your Card Account by sending cash or checks directly to us or through any ATM. Personal checks, cashier's checks, and money orders mailed to the Issuer or by using an ATM are not an acceptable form of loading. All checks and money orders mailed to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

If you have arranged to have direct deposits made to your Card Account at least once every sixty (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. For more information on reloading your Card Account, call 1-866-353-1266.

(b) Transaction Limitations. The maximum cumulative amount that may be withdrawn from an ATM per day is \$3,000.00 per Card. The maximum cumulative amount that may be withdrawn from a participating bank in over-the-counter (OTC) transactions per day is generally the available balance of your Card Account; however, for security reasons, either we or a participating bank may limit the amount of any single OTC withdrawal or the maximum cumulative amount of all OTC withdrawals per day. The maximum that can be spent per Card per day is \$3,500.00. The minimum value of your Card Account is \$0.00. For security reasons, and at our sole discretion for any reason and without notice to you, the maximum value of your Card Account may be restricted and/or we may limit the amount or number of transactions you can make on your Card.

(c) Using your Card/Cash Access. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction plus applicable fees. You may use your Card to purchase or lease goods or services wherever Debit MasterCard is 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 or telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. You may not use your Card for any illegal transaction. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account 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 in the Card Account. You agree to pay us the amount of any transaction(s) that exceed the balance of the funds available in your Card Account 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. Your Card cannot be redeemed for cash. You may use your Card to access cash through an ATM (except it may not be used at ATMs located outside the United States) or over the counter at

a financial institution. You may also obtain the cash in your Card Account by requesting that the balance be sent to you by check or automated clearing house transaction.

(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 inform you ten (10) days before each payment, when payment 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.

6. Fee Schedule

Fee Category/Type Cost of Service	Fee
Set-Up Fee	No Fee
Monthly Activity Charge	No Fee
Add Money	
Direct Deposit	No Fee
Cash Reload at Retail Location	Varies by location, up to \$4.95 per reload ¹
From Bank Account	No Fee
Check to Card – Expedited Funding (Funds in Minutes)	2% for Pre-Printed Payroll and Government Checks with Printed Signature. Minimum \$2 4% for all other accepted check types (including Personal Checks, Handwritten Checks, and Checks with a Handwritten Signature), Minimum \$2 ²
Check to Card – 10 Day Funding (Funds in Days)	No Fee
Get Cash	
Cash Back at Store	Generally No Fee ³
From ATM	\$3.00 per withdrawal ⁴
Over the Counter Withdrawal	\$35.00 per withdrawal
Request Check or One Time ACH	No Fee
Spend Money	
Signature	No Fee
PIN	No Fee
Online/Mobile Bill Pay	Regular Delivery: \$0.95 per transaction Expedited Electronic Payments: \$2.00 per transaction Expedited Check Payments: \$15.00 per transaction
Information	
ATM Balance Inquiry	\$1.50 per inquiry ⁴
Call Customer Service (866-353-1266)	Automated IVR Access, No Fee Live Agent, No Fee
Online Customer Service	Emerald Online Account Access, No Fee
Mobile Customer Service	Mobile Text Updates, No Fee ⁵
Statements	Emerald Mobile Banking App, No Fee Online Statement, No Fee Paper Statement upon request, No Fee
Other	
Decline at ATM	\$1.50 per decline ⁴
Monthly Inactivity (After two (2) Months of Inactivity-no credit or debit activity excluding fees)	\$4.95 per month
Replacement Card (Lost, Stolen or Damaged)	No Fee If expedited delivery, \$35.00 per Card

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

²Any Check-to-Card Fee is assessed by Ingo Money, Inc., our Check- to-Card service provider, and is deducted from the face amount of the check prior to remaining funds being loaded to your Card Account. Please see First Century Bank and Ingo Money Terms and Conditions for more details on the Check-to-Card service.

³BofI does not assess a fee for cash back requests at a merchant. However, if you request cash back when making a purchase in a store, you may be charged a fee by the merchant processing the transaction. Always ask the merchant if a surcharge applies when requesting cash back at the point of sale.

⁴You may be charged an additional surcharge fee by the ATM operator for any transaction, including a balance inquiry, even if you do not complete a withdrawal. However, ATMs in the MoneyPass Network are surcharge free. To locate a MoneyPass ATM, visit www.moneypass.com. There is also no additional surcharge fee if you use an Allpoint ATM located inside of a CVS® or 7-Eleven® store.

⁵Mobile Text Updates: We do not charge a fee for this service; however, standard text message fees and data rates imposed by your service provider may apply.

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 Account 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 funds available in the Card Account to complete a POS transaction, you may instruct the merchant to use the remaining funds in your Card Account 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. BofI 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.

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 Account for such refunds. All disputes regarding purchased goods or services must be addressed and handled directly with the merchant from whom those goods or services were obtained. 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 Account 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 Card Account will be converted by MasterCard International Incorporated 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 are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

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 sixty (60)-day history of account transactions, is also available online at www.hrblock.com/emeraldcard. You also have the right to obtain a sixty (60)-day written history of Card 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 Card Account 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 or Card Account 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;
- (5) To our service providers, as well as the employees, auditors, affiliates, successors, assigns, attorneys of us or our service providers, or the franchisees of any of them, or
- (6) Otherwise as necessary to fulfill our obligations under this agreement or as permitted by applicable law.

12. Beneficiary Information

You may, but are not required to, designate a beneficiary to receive the funds loaded to your Card Account. This is called a "Pay on Death" or "POD" designation, and functions to transfer the funds loaded to your Card Account after your death or the death of both you and the joint owner, if a joint Card Account, without going through the probate process. In order to accomplish this kind of non-probate transfer, this Agreement is subject to the Nevada Nonprobate Transfers Law, including sections N.R.S. 111.700 to 111.815, which are hereby expressly incorporated in this Agreement. If you desire that your Card Account 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 Account, then you do not have to do anything -- just decline to add one or more beneficiaries to your Card Account. If you add a joint owner to the Card Account, the ownership rights of the joint owner are superior to any beneficiary designation you may make, even if you designated the beneficiary after you added the joint owner to the Card Account.

13. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card Account 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 in your Card Account 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 or administrative 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 specifically excludes any incidental, consequential, exemplary, or punitive 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. Sending us an email or text message is not sufficient and will not give rise to or protect any rights you may have in this Agreement. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us toll-free at 1-866-353-1266. We will require you to give written confirmation of the error within ten (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. 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 BofI in attempts to recover funds from unauthorized users and to assist in their prosecution. If your Card is lost or stolen, we will not hold you responsible for "unauthorized purchases" if certain conditions are met. MasterCard 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:

- You have exercised reasonable care in safeguarding your Card from any loss, theft, or 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 promptly notify us upon becoming aware of the loss, theft or unauthorized use of your Card.

MasterCard Zero Liability does not apply to MasterCard cards issued for commercial, business or agricultural purposes, except for MasterCard commercial cards used for small businesses as listed on www.mastercardbusiness.com.

If the MasterCard Rules are changed as they affect your liability, those changes will become applicable to your transactions under this Agreement to the maximum extent permitted 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 any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected. Except as provided in Section 18, this Agreement will be governed by the law of the State of Nevada except to the extent governed or preempted by federal law. You agree to provide BofI 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: name, 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 thirty (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. At our discretion, address changes may be validated/verified using non-documentary methods, via personal contact with you; and/or via mailed notifications. 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 determined 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. We will notify you at the address or (if applicable) through other contact information that we have for you in our records. You will be notified if required by and in the manner provided by applicable law. If the change is made for security purposes, we may 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. You agree that the Arbitration Agreement will remain in force and effect even after cancellation, unless you opt out in the process described below. In the event your Card Account is canceled, closed, or terminated for any reason, the unused balance will be returned to you via a check to the mailing address we have in our records. We also may return the funds via ACH to a different account, at your request.

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 Card 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 Account 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 Account. 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 Card Accounts, we may take up to twenty (20) business days to credit your Card Account 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 ("ARBITRATION AGREEMENT")

18.1. Scope of Arbitration Agreement. All disputes and claims between you and any one or more of the BofI Parties (as defined below) shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, either you or the BofI Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 18.3 below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term "BofI Parties" shall include BofI Federal Bank; HRB Tax Group, Inc.; and Emerald Financial Services, LLC; as well as any of their direct or indirect parents, subsidiaries, and affiliates. This term also includes the predecessors, successors, officers, directors, agents, employees and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: You are not required to accept arbitration even though you must agree to the Terms and Conditions of this Agreement in order to receive and use your card. You may opt out of this Arbitration Agreement within the first 60 days after you accept this Agreement by fully filling out the form found at www.arbitrationoptout.com/bofi, or by sending a signed letter to BofI Arbitration Opt-Out, P.O. Box 5846, Kansas City, MO 64171.

The letter should include your printed name, the first five digits of your Social Security Number, state, zip code, and the words "Reject Arbitration." If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

18.2. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("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. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and the BofI Parties agree otherwise, any arbitration hearing shall take place in the county of your residence. We encourage you to call 1-866-353-1266 in advance of filing a claim for arbitration to see if the dispute can be resolved prior to arbitration.

18.3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the BofI Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the BofI Parties 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.** If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. The BofI Parties do 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.

18.4. Arbitration Costs. The BofI Parties will pay all filing, administrative, arbitrator and hearing costs. The BofI Parties waive any rights they may have to recover an award of attorneys' fees and expenses against you.

18.5. Other Terms & Information. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. Except as set forth in this Arbitration Agreement, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change by following the directions in the Change in Terms. Rejection of any future change will not impact this or any prior Arbitration Agreement to which you have agreed.

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. Your Payment of Outstanding Negative Balances Owed

You acknowledge and agree that if at any time you have a negative balance in a Card Account, you will voluntarily and promptly pay such negative balance to zero. You voluntarily direct us: (1) To apply any positive balance in any other Card Account owned by you to pay any negative balance owed by you; and (2) To apply from any loaded funds in your Card Account an amount sufficient to satisfy the negative balance plus fees and bring the Card Account with a negative balance to a zero balance, at which time such Card Account may be closed, at our option. You further acknowledge and agree that we may collect debt from your Card Account, including without limitation, that from Emerald Advance, BofI issued credit cards, and other amounts authorized by you.

21. Reserve Reclassification

This Card Account consists of a stored value sub-account and a savings sub-account. We 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 transaction history.

22. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

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.

FACTS

WHAT DOES BOFI FEDERAL BANK DO WITH YOUR PERSONAL INFORMATION?

Rev. 07/2015

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 account transactions
- Account balances and payment history
- Transaction 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 Bofl Federal Bank chooses to share; and whether you can limit this sharing.

Reasons we share your personal information	Does Bofl Federal 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	No
For joint marketing with other financial companies	Yes	No
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.hrblock.com/bank/pdfs/bofi-opt-out-information-sharing.pdf

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.hrblock.com

Who we are

Who is providing this notice?

Bofl Federal Bank, also known as Bank of Internet USA, Bofl Advisor, Apartment Bank, UFB Direct, Annuitants Federal Bank, NetBank, Bank X, and Virtus Bank

What we do

How does Bofl Federal 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.

We restrict access to your personal information to our employees who need to know that information to provide your products and services.

How does Bofl Federal Bank collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan or line of credit
- Use your credit or debit card

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.

Nonaffiliates

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

- Nonaffiliates we share with can include tax preparation companies, insurance companies, direct marketing companies, nonprofit organizations, and other banks.

Joint marketing

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

- Our joint marketing partners include finance companies, mortgage companies, insurance companies and investment companies.

Other important information

You may have privacy rights under various state laws including Vermont, California and Nevada. Bofl Federal 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 1-800-472-5625 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.