

Consent to Receive Electronic Communications

1. **Consent to electronic communication.** This Consent to Receive Electronic Communications (“Consent”) provides important information required by the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and your consent to electronic delivery of any Communications relating to your use of the Products and Services or your relationship with us. References to “you” or “your” herein refers to the individual(s) submitting an income tax return through the Products and Services or, in the case of a joint return, to each individual and to both individuals submitting a return. References to “we” or “us” herein refers to HRB Digital LLC and its affiliates, or MetaBank®, National Association and its affiliates, 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. “Products and Services” means any products or services you apply for or receive while on H&R Block’s website, whether offered by HRB Digital, MetaBank, or one of their respective affiliates.
 - 1.1 **Scope of consent.** You agree that any Communication we provide you may be in electronic form, and that all Communications in electronic format from us to you will be considered “in writing.” Your consent to receive Communications electronically applies to all Communications relating to your use of the Products and Services or your relationship with us. You also agree that we do not need to provide you with an additional paper (non-electronic) copy of the Communications unless specifically requested as described below. You should print or download for your records a copy of any Communication that is important to you. This Consent does not require us to deliver Communications electronically, and we may provide paper copies of Communications at our discretion. “Communications” means all notices, disclosures (including those required by law), agreements, fee schedules, tax returns, records, documents, account statements, or other information we provide to you or that you sign or agree to relating to your use of the Products and Services, including:
 - (A) Refund Transfer Disclosure
 - (B) Application and Agreement for Refund Transfer and Refund Account
 - (C) Repayment Account Agreement and Authorization
 - (D) H&R Block Emerald Prepaid MasterCard® Disclosures and Cardholder Agreement
 - (E) H&R Block Emerald Prepaid MasterCard® Application
 - (F) What Does MetaBank®, National Association, Do With Your Personal Information? (MetaBank® Privacy Notice)
 - 1.2 **Method of delivery.** We may provide electronic Communications to you in at least one of the following methods:
 - (A) via e-mail at the e-mail address you designated to us;
 - (B) by access to the taxpayer’s MyBlockSM account or other designated area of our website; or
 - (C) during your use of our systems including, without limitation, via a screen or page within H&R Block’s website or your MyBlock account or via a link to a web page containing the Communications.
 - 1.3 **Hardware and software requirements.** To access Communications, you must have the following:
 - (A) a Current Version (defined below) of Internet Explorer, Chrome, Safari, or Firefox;
 - (B) an internet connection;
 - (C) an email account and related software for accessing the email account;
 - (D) a Current Version of a program that accurately reads and displays PDF files; and
 - (E) a device with an operating system capable of supporting all the above. You will need a printer if you wish to print and retain paper records or electronic storage if you wish to retain records in electronic form.
 - (F) “Current Version” means a version of the software that is currently being supported by its publisher.
 - 1.4 **Obtaining paper copies.** You have the right to receive a paper copy of Communications. You may request paper copies of Communications by calling 1-800-HRBLOCK. We must receive your request within a reasonable time after we first provided the Communication to you.
 - 1.5 **Withdrawing consent and updating information.**

- (A) **Withdraw consent or update information.** If you want to withdraw your consent to receive Communications electronically or your e-mail address changes, you must notify us in writing at the following address: HRB Digital LLC, Attn: Client Services 6th Floor, P.O. Box 10435, Kansas City, Missouri 64171-0435. Please provide your physical address, e-mail address, and phone number to request the change. If you fail to notify H&R Block of a change in e-mail address, any communications sent via e-mail will be deemed to have been provided or made available to you in electronic form.
- (B) **Result of withdrawing consent.** If you choose to withdraw your consent to receive Communications electronically, then you may be unable to access certain features or functionality of the Products and Services. In some cases, your decision to withdraw your consent to receive Communications electronically may impede the functionality and features of the Products and Services to an extent that H&R Block terminates your license to use the Products and Services. You acknowledge that some notices may be “one-time” notices for which your consent may not practically be withdrawn after receiving the initial electronic notice.

1.6 **Confidentiality/Limitation of Liability.** You understand that the Communications 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).

Refund Transfer Disclosure

What You Need to Know About Refund Transfers

General Information

- A Refund Transfer is an optional tax refund-related deposit product offered by MetaBank®, National Association, Member FDIC (“MetaBank”). MetaBank will open a bank account (a “Refund Account”) for you for the purpose of receiving the direct deposit of your federal tax refund, disbursing the payments as you authorize and direct, and disbursing any balance to you.
- A Refund Transfer is intended for limited use and enables those who select it to direct the payment of tax preparation and other amounts from their income tax refund. A Refund Transfer is not a loan or an extension of credit. A Refund Transfer is not necessary to obtain your refund.
- The fee for a Refund Transfer is \$39.00.
- If you have an existing deposit account or other product into which your tax refund can be directly deposited, you can file a tax return electronically and receive your refund in approximately the same amount of time as you would with a Refund Transfer, without paying additional fees associated with a Refund Transfer or other bank products.
- The cost of a Refund Transfer will be deducted from and can reduce the amount you can expect to receive from your tax refund. The amount you will receive from your tax refund will also be reduced by other payments you authorize.
- If you claim the Earned Income Tax Credit and purchase a Refund Transfer, the amount of funds you will ultimately receive from your refund will be reduced by the amount of the Refund Transfer fee and other payments you authorize.

Options For Receiving Your Tax Refund

- You have several options for filing your tax return and receiving your tax refund. The IRS can issue your federal tax refund directly to you without you having to incur any additional cost for a Refund Transfer.
- If you file a paper tax return by U.S. mail and elect to receive your federal tax refund through the U.S. mail, you can expect your refund normally in 6 to 8 weeks after IRS acceptance of your tax return.*
- If you file your tax return electronically and elect to receive your federal tax refund through the U.S. mail, you can expect your refund normally in 21 to 28 days after IRS acceptance of your tax return.*
- If you file your tax return electronically and elect to receive your federal tax refund on your H&R Block Emerald Prepaid Mastercard® (“Emerald Card®”), another prepaid debit card owned by you, or your personal bank account, you can expect your refund normally within 21 days after IRS acceptance of your tax return.*

Filing Options and Timeline

Filing/Refund Options	Refund Transfer Fee?	Expected Timing*	Tax Preparation Fees Due Today?
Paper Return by U.S. Mail IRS Mailed Check	None	6-8 weeks	Yes
Paper Return by U.S. Mail 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	\$39.00	Within 21 days	No
E-Filed Return Refund Transfer to your Bank Account	\$39.00	Within 21 days**	No

*These are approximate times based on www.irs.gov and other available information. The IRS does not guarantee a specific date that refunds will be received. Many factors can impact the timing of your refund and the processing of your return may take longer. If you claimed either the Earned Income Tax Credit or Additional Child Tax Credit, the IRS cannot issue your refund before February 15. The availability of your Refund Transfer depends on when the taxing authority issues your refund; MetaBank and H&R Block cannot guarantee a specific date that your refund will be issued or when your Refund Transfer proceeds will be available to you.

**Depending on your receiving bank, direct deposit to an external account can take up to 5 additional business days.

Debt

- You should determine whether you have debt to H&R Block or MetaBank, such as outstanding H&R Block prior year tax preparation fee debt or H&R Block Emerald Advance[®] line of credit debt, prior to applying for a Refund Transfer. You may obtain additional information on outstanding unpaid debt by calling 1-877-934-1328. By applying for a Refund Transfer, you authorize and direct payment of any debt you owe to MetaBank or H&R Block from your Refund Account.

Cancellations / Denials

- If your Refund Transfer application is denied or canceled, you will not owe a \$39.00 Refund Transfer fee. However, you will still owe your tax preparation, software, and related fees to H&R Block.

Other Information

- If you obtain a Refund Transfer, your tax preparation, software and related fees are not due until all services are complete. Services are complete when your Refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.
- For other low-cost deposit accounts and prepaid cards offered by MetaBank[®], visit www.metabank.com/personal/cards.
- The Federal Government offers a wide variety of financial advice. To obtain more information, please visit <http://www.mymoney.gov>.
- You can consult www.irs.gov for information about tax refund processing.
- 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 Refund Transfer, please call H&R Block at **1-800-472-5625**.

By checking the box below, you acknowledge that you have read and understand these disclosures.

Application and Agreement for Refund Transfer and Refund Account

You are applying for a Refund Transfer, an optional tax refund-related deposit product offered by MetaBank®, National Association, Member FDIC, and a Refund Account. Please review these terms carefully. **This document contains an Arbitration Agreement, the terms of which are set forth below.**

1. **Definitions.** For purposes of this Agreement, these terms have the following meanings:

- “**Agreement**” means this Application and Agreement for Refund Transfer and Refund Account.
- “**Emerald Card®**” means the H&R Block Emerald Prepaid Mastercard®.
- “**H&R Block®**” means HRB Digital LLC, its current or former subsidiaries and affiliates, as well as the successors, assigns and franchisees of any of them, as applicable.
- “**IRS**” means the Internal Revenue Service.
- “**Mailing Address**” means the address we have for you in our records.
- “**MetaBank,**” “**we,**” “**us,**” and “**our**” means MetaBank, National Association, its successors, affiliates or assigns.
- “**Refund**” means the federal tax refund issued by the IRS based on your 2020 federal income tax return.
- “**Refund Account**” means the temporary, limited-purpose bank account established at MetaBank to receive your Refund.
- “**Refund Transfer**” means the direct deposit of your Refund to your Refund Account, the disbursement of payments from the Refund Account as you authorize and direct, and the disbursement of any balance of the Refund Account to you.
- “**Refund Transfer Fee**” means the \$39.00 fee we charge for your Refund Transfer.
- “**You**” and “**your**” mean the applicant (or applicants, if you file your tax return with your spouse as married filing jointly) electronically signing this Agreement for a Refund Transfer.

2. **Description of Refund Transfer.** A Refund Transfer is a tax refund-related deposit product. As part of the Refund Transfer services, we will set up a Refund Account for the purpose of receiving the direct deposit of your Refund to your Refund Account, disbursing payments from the Refund Account as you authorize and direct, and disbursing any balance of the Refund Account to you. A Refund Transfer is not a loan or an extension of credit.

3. **Opening a Refund Account.** Important information for opening an account: To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an 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.

4. **Your Refund.**

a. Other Options to Receive your Refund. A Refund Transfer is an entirely optional product. You do not have to purchase a Refund Transfer to have your tax return prepared through H&R Block, file your tax return with the IRS, or receive your Refund. You can receive your Refund directly from the IRS by choosing to direct deposit your Refund into an existing bank account. If you select this option, you can receive your Refund in approximately the same amount of time as you would with a Refund Transfer without paying an additional fee. You may also receive your Refund by check mailed from the IRS.

b. No Guarantee of Refund. There is no guarantee that you will receive a Refund or a Refund in the amount shown on your tax return. For example, there are circumstances in which the government will offset your federal tax refund, such as if you owe past due taxes, unpaid child support, or delinquent student loans. Neither we nor H&R Block can control whether there is an offset against your Refund.

c. Irrevocable Direction. If you purchase a Refund Transfer, you will not receive your Refund directly from the IRS. Instead, you direct the IRS to send your Refund to your Refund Account at MetaBank. Once you authorize your tax return to be filed, this direction becomes irrevocable, and you cannot change it.

d. Refund Timing. Purchasing a Refund Transfer will not speed up or delay when your Refund is issued. Although the IRS states that it issues most federal refunds within 21 days after acceptance of an e-filed tax return, it does not guarantee a specific date that your Refund will be issued, and many factors may impact the timing of your Refund. For example, your tax return may be selected for special processing, which could delay your Refund. If you claimed either the Earned Income Tax Credit or Additional Child Tax Credit, the IRS cannot issue your Refund before February 15. Neither we nor H&R Block can guarantee a specific date that your Refund will be issued or when your Refund Transfer proceeds will be available to you.

5. Application Process.

a. Application. You must meet certain eligibility criteria to apply for a Refund Transfer, such as e-filing a federal tax return through H&R Block and expecting a sufficient Refund to cover the payments you authorize. H&R Block will send your application for a Refund Transfer to us, which we may approve or deny. If we deny your application and your Refund is sent to us, we will return your Refund to the IRS, so they may send it to you directly.

b. Cancellation. You may cancel your application for a Refund Transfer in certain circumstances within 5 business days of your application, subject to applicable requirements and limitations. If you cancel your application, your Refund will still be sent to us, but we will return your Refund to the IRS so that they may send it to you directly. You will not owe a Refund Transfer Fee if you cancel your application, but you will still owe your tax preparation, software, and related fees to H&R Block.

6. Refund Account. As part of your Refund Transfer, you authorize us to establish a Refund Account in your name.

a. Nature of Refund Account. The Refund Account is a temporary, limited-purpose bank account. The deposits to the Refund Account will typically be from the IRS. The disbursements from the Refund Account will be the payments you authorize in this Agreement.

b. Funds in Refund Account. Funds in your Refund Account are FDIC insured to the maximum extent allowed by law. A Refund deposited to the Refund Account will be made available in the Refund Account on the business day we receive it, and authorized disbursements will typically be made on the same business day. You will not have direct access to the funds in your Refund Account. Instead, the funds in your Refund Account will be disbursed in the manner described in this Agreement. You will not receive any interest on any funds deposited to your Refund Account. The Annual Percentage Yield and interest rate on the Refund Account will be 0.00%.

c. Refund Account Opening and Closure. Once the IRS accepts your federal tax return, we will open your Refund Account. We will close your Refund Account after your authorized payments are made and any balance in the Refund Account is disbursed to you. If your Refund is not sent to us, we may close your Refund Account at the end of the calendar year. We will also close the Refund Account, and/or return your Refund to the IRS, if we have reason to believe it is associated with fraudulent activity. You will not receive a periodic statement for your Refund Account.

7. Authorized Payments.

a. Payment Direction. Upon receipt of your Refund, you authorize and direct us to make the following payments from your Refund Account:

- i. any tax preparation, software, and related fees you owe to H&R Block, such as e-file or product fees;
- ii. the Refund Transfer Fee;
- iii. any other amounts authorized by you, such as payment of your outstanding H&R Block Emerald Advance® balance or your purchase of a gift card pursuant to the Refund Bonus Program; and
- iv. any debt you owe to us or H&R Block.

b. Payment Timing. To facilitate the payments you authorize, we will begin making such payments once there are funds in your Refund Account. This means that if there are multiple deposits, the payments will be made beginning with the first deposit. We will determine the order of payments.

8. Payment of Debt. IF ANY APPLICABLE STATE LAW DOES NOT PERMIT THE REPAYMENT OF ANY OF THE DEBTS YOU OWE US OR H&R BLOCK, THE PROVISIONS OF THIS AGREEMENT RELATING TO THOSE DEBTS DO NOT APPLY IN THOSE STATES.

With respect to any debt you owe to us or H&R Block, and provided that such debt has not been discharged in bankruptcy, you authorize and direct payment of such debt by means of a disbursement from your Refund Account.

PLEASE NOTE: If you have debt, you understand that MetaBank may be acting as a debt collector to collect a debt and that any information obtained will be used for that purpose.

If you have any questions about debt you may owe to H&R Block or us, including whether you owe any debt and, if so, in what amount, please call 1-877-934-1328.

9. Fees. The fee for your Refund Transfer is **\$39.00**. We will only look to your Refund Account for payment of the Refund Transfer Fee. If the IRS does not send your Refund to us, you will not owe the Refund Transfer Fee, but you will still owe your tax preparation, software, and related fees to H&R Block. The Refund Transfer Fee is not imposed directly or indirectly as an incident to or condition of any extension of credit.

10. Disbursement of Refund Account Balance. Once your Refund is received and we have disbursed the payments you authorized in this Agreement, we will disburse any remaining balance in your Refund Account to you.

a. Refund Transfer Proceeds. The amount you will receive from your Refund Transfer will be equal to the Refund received in your Refund Account, minus the payments you authorize. This means that the proceeds from your Refund Transfer will be less than your Refund. You will not receive the proceeds of your Refund Transfer until we receive your Refund and disburse the payments you authorize. If the payments you authorize equal or exceed the amount of the Refund we receive, you will not receive any proceeds from your Refund Transfer.

b. Election of Disbursement Method. You authorize and direct us to disburse any remaining balance in your Refund Account (after we disburse the payments you authorized) to the account you select via direct deposit. If you select Emerald Card as your disbursement method, please note that there are fees associated with certain uses of the Emerald Card. Please see your Cardholder Agreement for the full fee schedule and the terms and conditions that apply to your Emerald Card.

c. Funds Availability. Refund Transfer proceeds disbursed to your Emerald Card will typically be available the same day they are sent. Refund Transfer proceeds disbursed via ACH direct deposit to your external bank account may take longer depending upon processing times (up to 5 business days). We cannot control your other bank's processing time.

d. Returned Funds. If we attempt to disburse your Refund Transfer proceeds via direct deposit to an external bank account and the funds are returned to us by the receiving bank, we will attempt to send you a check at your Mailing Address for no additional fee. If we are unable to deliver the funds to you, they may eventually be subject to escheatment as required by law.

e. Change in Disbursement Selection. You may request to change the account to which you direct us to send your Refund Transfer proceeds, subject to applicable requirements and limitations. We may not be able to honor your request in certain circumstances, such as if the funds have already been disbursed or if we do not have enough time to act on your request.

11. Tax Preparation Fees. Your purchase of a Refund Transfer will not affect the software fees or the cost of any tax preparation services provided by H&R Block. Any tax preparation, software, and related fees you owe are not due at the time of e-filing your tax return, but are due when all services are complete. Services are complete when your Refund is received and your authorized payments are disbursed, but in any event no more than 30 days after your tax return is e-filed.

12. Sharing of Information. You authorize MetaBank and H&R Block to share information with each other, and for both to share information with the IRS, to process your application for a Refund Transfer, to establish and service your Refund Transfer, or otherwise to administer or promote the Refund Transfer program. For additional information on our sharing, please see our Privacy Notice.

13. Questions and Concerns. If you have a question regarding your Refund Account, or believe an unauthorized transaction has been made, contact us IMMEDIATELY by telephone at 1-800-HRBLOCK (1-800-472-5625), by fax at 1-866-446-3370, or write to PO Box 30674, Salt Lake City, UT, 84130. Please include your name and Refund Account number (which can be found on your tax return), and a brief description of the issue, including the amount and date of the transaction in question. We will look into your question or your claim. You agree to cooperate with us. If you do not contact us within a reasonable time, it may affect our ability to help.

14. No Fiduciary Duty. You are responsible for independently evaluating whether to apply for a Refund Transfer, and you acknowledge that you are not relying on any recommendation from H&R Block. Neither MetaBank nor H&R Block has a fiduciary duty to you with respect to your Refund Transfer. Emerald Financial Services, LLC, an H&R Block company, acts as a program manager for MetaBank and will receive payments from MetaBank in connection with your Refund Transfer.

15. Joint Applicants. If you file your tax return as "married filing jointly," you will generally apply jointly for a Refund Transfer. The obligations of joint applicants under this Agreement are joint and several. The filing of an injured spouse form will not relieve any applicant from obligations under this Agreement.

16. Arbitration Agreement.

a. Scope of Arbitration Agreement. You and the Covered Parties agree that all disputes and claims between you and the Covered Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. However, to the fullest extent permitted by applicable law, either you or the Covered Parties may elect that an individual claim be decided 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 arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 16(d) below, shall be decided by a court and not an arbitrator. The term "Covered Parties in this Arbitration Agreement includes MetaBank; HRB Digital LLC; and Emerald Financial Services, LLC; their direct or indirect parents, subsidiaries, and affiliates; and the predecessors, successors, officers, directors, agents, employees, and franchisees of any of them.

Arbitration Opt Out: You may opt out of this Arbitration Agreement within 60 days after you accept this Agreement by filling out the form at www.arbitrationoptout.com/metabank, or by sending a signed letter to MetaBank Arbitration Opt Out, P.O. Box 5846, Kansas City, MO 64171. The letter should include your printed name, address, the first five digits of your Social Security Number, and the words “Reject Arbitration.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

b. Pre-Arbitration Notice of Dispute. A party who intends to seek arbitration must first mail a written Notice of Dispute (“Notice”) to the other party. The Notice to the Covered Parties should be addressed to: EFS-Legal Department, Attention: Notice of Dispute, 1301 Main Street, Kansas City, MO 64105. The Notice must be on an individual basis and provide at least the following information: (a) your name, telephone number, and e-mail address; (b) the nature or basis of the claim or dispute; and (c) the specific relief you seek. If the dispute is not resolved within 60 days after the Notice is received, then you or the Covered Parties may file an arbitration. The existence or substance of any settlement discussions shall not be disclosed.

c. 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. AAA Rules are available on AAA’s website www.adr.org, or by calling AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence.

d. 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 Covered 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 Covered 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 claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then only that particular claim or only that particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. The Covered 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.

e. Arbitration Costs. Payment of all filing, administrative, arbitrator, and hearing fees will be governed by AAA’s rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees on your behalf. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration unless (i) you have failed to comply with the notice of dispute requirements in paragraph 16(b) above, (ii) your claim was brought or maintained in violation of paragraph 16(d) above, or (iii) either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), in which case the payment of fees will be governed by AAA rules and you agree to reimburse the Covered Parties for all fees advanced on your behalf.

f. Other Terms. 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. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law. 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. Rejection of any future change will not impact this or any prior Arbitration Agreement to which you have agreed.

17. Contact Consent. You agree that we and H&R Block may monitor and record telephone calls with you to ensure the quality of customer service or as allowed by law. You further agree that we and H&R Block may call you using an automatic telephone dialing system or otherwise, leave you voice or prerecorded messages, or send you texts, emails or other electronic messages, to service your Refund Transfer or for other informational purposes related to your Refund Transfer.

18. Applicable Law. Except as provided in the Arbitration Agreement, this Agreement will be governed by and interpreted and enforced in accordance with federal law; to the extent state law applies and is not preempted by federal law, this Agreement will be governed by the laws of the State of South Dakota (without reference to conflict of laws provisions).

19. Notices. Any notices we send you via mail will be sent to the Mailing Address we have for you in our records.

20. Other Terms. We may change the terms of this Agreement at any time, except as otherwise provided in this Agreement. We will notify you of any changes if required by, and in the manner provided by, applicable law. Our business days are Monday through Friday, excluding Federal holidays, even if we are open. We may transfer or assign all or a portion of any of our rights and obligations to H&R Block or a third party without your notice or consent. Your rights and obligations under this Agreement may not be assigned. We do not waive our rights by delaying or failing to exercise them at any time. Except as provided in the Arbitration Agreement, if any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will survive after your Refund Transfer proceeds are disbursed to you and your Refund Account is closed. If you want to check the status of your Refund, call 1-866-761-1040.

By checking the box below:

- (a) You acknowledge that you have received and read this Agreement;
- (b) You understand and agree to all terms and conditions set forth in this Agreement;
- (c) You agree that MetaBank may use amounts received from your Refund to make payments you authorize in this Agreement, including to pay certain debts owed to MetaBank or H&R Block; and
- (d) **You understand this Agreement contains an Arbitration Agreement, to which you specifically consent and authorize, in which you agree among other things to resolve disputes you have by arbitration on an individual basis, rather than by jury trials or class actions.**

FACTS

WHAT DOES METABANK®, NATIONAL ASSOCIATION 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: <ul style="list-style-type: none"> ■ Social Security number and Income ■ Account balances and Transaction history ■ Credit history and Assets
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 MetaBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MetaBank 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	No	We do not share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<ul style="list-style-type: none"> ■ Call 800-472-5625 – our menu will prompt you through your choice(s) or ■ Visit us Online: www.hrblock.com/bank/pdfs/meta-opt-out-information-sharing.pdf <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
Questions?	Call 800-472-5625 or go to www.hrblock.com

Who we are

Who is providing this notice?

This privacy policy is provided by MetaBank and applies to MetaBank products and services.

What we do

How does MetaBank 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 also limit access to information to those employees for whom access is necessary.

How does MetaBank collect my personal information?

We collect your personal information, for example, when you

- Open an account or Apply for a loan
- Make deposits or withdrawals from your account or provide account information
- 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.

- *MetaBank has no affiliates with which it shares your personal information.*

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, prepaid program managers, banks, and other nonaffiliated financial companies.*

Joint marketing

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

- *Our joint marketing partner(s) include tax preparation companies, prepaid program managers, banks, and other nonaffiliated financial companies.*

Other important information

You may have privacy rights under various state laws including Vermont, California and Nevada. We 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: Nevada law requires that we provide you with the following contact information for the Bureau of Consumer Protection, Office of the Nevada Attorney General: address: 100 North Carson Street, Carson City, NV 89701; phone number: 775-684-1100; email address: bcpinfo@ag.state.nv.us. 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.