



**RAC APPLICATION**

**APPLICATION FOR REFUND ANTICIPATION CHECK(S) AND REFUND DEPOSIT ACCOUNT**

I am applying for a refund anticipation check based on my federal tax refund ("Federal RAC") and/or a refund anticipation check based on my state tax refund ("State RAC") (the Federal RAC and State RAC are jointly and severally referred to herein as a "RAC") from BofI Federal Bank, ("BofI"), Member FDIC. I am also applying for a Refund Deposit Account ("Refund Account"). In this application (this "Application"), "H&R Block" means, collectively, HRB Tax Group, Inc. and its 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.

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By signing below, I am indicating that I have read, understand, and agree to the terms of this Application above and on the following pages, including but not limited to: (a) Section 2 in which I agree that 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 VOLUNTARILY DIRECT BOFI OR H&R BLOCK TO USE FUNDS IN MY REFUND ACCOUNT TO PAY ANY 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 REFUND ACCOUNT 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 RAC OR AT ANY TIME THEREAFTER. A TELEPHONE WILL BE MADE AVAILABLE FOR MY USE IF I WISH TO DO SO.

\_\_\_\_\_  
Taxpayer's Full Name

\_\_\_\_\_  
Date of Birth (MM/YY)

\_\_\_\_\_  
Taxpayer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse's Full Name (Required if MFJ)

\_\_\_\_\_  
Date of Birth (MM/YY)

\_\_\_\_\_  
Spouse's Signature (Required if MFJ)

\_\_\_\_\_  
Date

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).

2. Payment of Other Debt. IF ANY APPLICABLE 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 Bofl 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 means of having such debt deducted from my Refund Account established in connection with my RAC.

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

With respect to any debt that I owe, before forwarding payment for this debt, Bofl or H&R Block will provide me with written notice of the amount of the debt and the right to notify Bofl that I dispute the debt, or any part of it, for 30 days after I receive the notice. If I dispute the debt, Bofl will not forward payment during this 30-day period, unless and until Bofl 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. This RAC Application, RAC Disclosure, and RAC Supplement executed today (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 RACs. I understand that: (a) a RAC is not a loan, but instead is a bank deposit product that enables me to direct deposit my tax refund into my Refund Account and authorize Bofl to pay certain fees and debts from my Refund Account; (b) I will receive from my Federal RAC an amount equal to my federal tax refund, less tax preparation fees owed to H&R Block, the Federal RAC fee of \$34.95 paid to Bofl, 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 Federal RACs is \$34.95. There is an additional fee of \$25.00 if I choose to have my RAC proceeds delivered to me by check. (d) I will receive from my State RAC an amount equal to my state tax refund, less a fee of \$13.00 paid to Bofl and, if not otherwise deducted from my Federal RAC, fees owed to Bofl or H&R Block including the Federal RAC fee, tax preparation fees, debt and other authorized fees. I can receive my state tax refund in approximately the same amount of time with a direct deposit by the state taxing authority into my own separate bank account without paying the \$13.00 fee; (e) I can file my tax returns electronically without obtaining a RAC; (f) the IRS and state taxing authority will send me a refund check or electronically deposit my refund to my existing bank account; (g) the IRS normally makes an

electronic deposit within 21 days after an electronic filing; (h) I will not receive the proceeds of a RAC until Bofl receives my tax refund issued by the taxing authority; and (i) neither Bofl nor H&R Block can guarantee when any proceeds of a RAC or a tax refund will be available to me.

5. Deposit Authorization. (a) After I sign my Application, H&R Block will electronically transmit my tax return to the taxing authority and my Application to Bofl. I understand that I will sign a deposit authorization to the taxing authority (the "Deposit Authorization") as part of my Application and electronic tax filing, and that the Deposit Authorization and this Application provide an irrevocable agreement to have my tax refund electronically deposited into a Refund Account 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 or state tax refund and a Refund Account is not opened, I still owe and agree to pay any tax preparation and related fees, but not any Refund Account 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 Refund Account for payment of the Refund Account fees.

6. Refund Deposit Account. (a) I request and direct that a Refund Account 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 Refund Account will be 0%. This means I will not receive any interest on funds in the Refund Account. I understand that I cannot make withdrawals from or deposits to the Refund Account and that the funds in the Refund Account will be disbursed only as expressly provided in the Documents, except that I agree that Bofl may later change the disbursement method at my request. (b) I hereby authorize Bofl to deduct from my Refund Account my current tax preparation fees, Federal RAC Fee, any check fee, any State RAC Fee, any debt that I owe Bofl or H&R Block, and any other amounts authorized by me. (c) I understand and agree that the tax preparation 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 Refund Account and H&R Block completing all of the services associated with my RAC. I further understand and agree that if the IRS does not issue my tax refund to my Refund Account, within 21 days after the IRS accepts my tax return for processing, that I am responsible for and agree to pay all tax preparation and related fees. (d) I understand and agree that I must pay for the tax preparation 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 RAC 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 Refund Account any check I receive for a RAC 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 Refund Account, but I will receive notice if funds in the Refund Account are not sufficient to disburse my RAC or are used for any purpose other than disbursement of my RAC. Bofl may, immediately after disbursement of all funds in the Refund Account, close the Refund Account without further notice to or authorization from me.

7. Refund Account Fees. The fee to establish and administer the Refund Account for my Federal RAC is \$34.95. If I apply for a State RAC, I will pay Bofl a State RAC fee of \$13.00. There is an additional fee of \$25.00 if I choose to have my RAC proceeds delivered to me by check. The Refund Account 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 preparer, my electronic filer and the deliverer of an H&R Block Emerald Prepaid MasterCard® ("Emerald Card"), as applicable, with respect to this RAC transaction. I further understand that Bofl and H&R Block are not acting in a fiduciary or confidential capacity with respect to me in connection with this transaction and that H&R Block has no other duties to me beyond the 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 RAC, and the delivery of an Emerald Card (if applicable). I further understand that H&R Block will receive payments from Bofl in connection with a RAC 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 RAC, and that I am not relying on any recommendation from H&R Block.

9. Disclosure Information. (a) "Information" means my 2015 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, RAC, or similar 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 RAC 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 RACs. (d) The Authorized Parties may disclose Information to the IRS, state taxing authorities and other entities that provide RACs 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 RAC 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](http://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 will survive the disbursement of my RAC.

12. Miscellaneous. (a) References to "I" or "me" or "my" in the Documents refer individually to each applicant for a RAC and to both applicants for a RAC, and the obligations of such individuals under the Documents will be joint and several. The filing of an injured spouse form will not relieve either applicant of any obligations under the Documents. (b) If any provision of the Documents or part thereof is deemed invalid, such invalidity will not affect any other provision of the Documents or part thereof. (c) 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, duties, or obligations relating to a RAC, to H&R Block or any third party without either 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 RAC. (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 is true: (1) Presently, I do not have a petition (whether voluntary or involuntary) filed and I do not anticipate filing a petition under federal bankruptcy laws; 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)**.

**FACT****WHAT DOES BOFI FEDERAL BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

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

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

**To limit our sharing**

- Call 800-472-5625 - our menu will prompt you through your choice(s) or
- Visit us online: [www.hrblock.com](http://www.hrblock.com) (Select Banking Forms Link)

**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](http://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
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## What we do

How does Bofl Federal Bank protect my personal information?	<p>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.</p> <p>We restrict access to your personal information to our employees who need to know that information to provide your products and services.</p>
How does Bofl Federal Bank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>■ Open an account or deposit money</li> <li>■ Pay your bills or apply for a loan or line of credit</li> <li>■ Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes --information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
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	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Our affiliates include companies with a common corporate identity or name.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ Nonaffiliates we share with can include tax preparation companies, insurance companies, direct marketing companies, nonprofit organizations, and other banks.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include finance companies, mortgage companies, insurance companies and investment companies.</li> </ul>

## Other important information

<p>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 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.</p>
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