

MOBILE AND ONLINE BANKING ONLINE BILL PAYMENT AGREEMENT AND DISCLOSURE

Introduction:

Bofl Federal Bank ("Bofl") and Emerald Financial Services, LLC and HRB Digital LLC (collectively, "H&R Block") strive to provide you with the highest quality Online Banking and Mobile Banking, and Online Bill Payment services (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). We may offer additional Online Banking, Mobile Banking, or Online Bill Payment services and features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service or feature is added and/or at the time of enrollment for the feature or Service if applicable. These terms and conditions may be modified or cancelled from time to time, or at any time, without notice, except as required by Law. **This Agreement includes a binding Arbitration Agreement (where you agree, among other things, to resolve disputes by arbitration on an individual basis rather than by jury trials or class actions). By using the Service, you indicate that you understand and voluntarily agree to the terms of the Arbitration Agreement, as well as all other terms, conditions and disclosures presented in this Agreement.**

Definitions:

The following words used in this Agreement have the meanings given below:

"Account(s)" means your eligible H&R Block Emerald Prepaid MasterCard[®], H&R Block Emerald PlusSM Prepaid MasterCard, Emerald Savings[®] Account, Emerald PlusSM Savings Account, Emerald Advance[®] line of credit, or other Bank product which can be accessed through Online or Mobile Banking.

"Agreement" means this Mobile and Online Banking Online Bill Payment Agreement and Disclosure.

"Bofl" means Bofl Federal Bank, our successors, affiliates, or assignees.

"Business Day" is every Monday through Friday, excluding Federal holidays, and any other day we specify as a Business Day.

"Card Terms and Conditions" are those agreements and disclosures, other than this Agreement, governing your Card, including, without limitation, the H&R Block Emerald Prepaid MasterCard Cardholder Agreement and the H&R Block Emerald Plus Prepaid MasterCard Cardholder Agreement.

"Check to Card" means a service offered by Bofl that enables users to convert paper checks to electronic images, negotiate them with Bofl electronically, and load the check proceeds to an H&R Block Emerald Card or Emerald Plus Card.

"Credentials" means your password and any other information used to access the Service or initiate payments through the Service.

"Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web-enabled and allows Secure Sockets Layer "SSL" traffic capable of receiving text messages. **Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.**

"Due Date" is the date reflected on your Payee Statement for which the payment is due, and which is the actual due date, not a late date and not including any grace period.

"ePockets" means the Online Banking service that allows you to set Emerald Card funds aside from your main Emerald Card spending account for specific purposes you designate.

"H&R Block" means HRB Tax Group, Inc., Block Financial, LLC, and their respective subsidiaries, employees, directors, agents, successors, assigns, and the franchisees of any of them.

"Linked Accounts" means the banking service in which you link your checking account at another financial institution to your Emerald Card or Emerald Plus Card to facilitate the transfer of funds from your checking account to your Bofl Card Account via the ACH network.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"Online Banking" means the banking services accessible from a computer using a secure login and password.

"Online Bill Payment" means the banking service accessible from a computer or a Device using a secure login and password that permits you to schedule and make payments from your H&R Block Emerald Card or Emerald Plus Card to payees.

"Payee" is the person or entity to which you wish a payment to be directed.

"Payee Account Number" is the account number assigned to you by a Payee.

"Payee Statement" is a statement you received from a Payee indicating the amount you must pay to the Payee.

"Payment Instruction" is the information you provide to us through the Service instructing that a payment should be made to a Payee, which includes, (in addition to other information), your Payee Account Number, Payee name, Payee address, Payee phone number, the amount of the payment and the Scheduled Payment Date.

"PIN" means personal identification number or code.

"Personal Information" means information about you that can be used to personally identify you, such as your first, middle, and last name, date of birth, social security number, and residential address.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you designate in a Payment Instruction that you wish a Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case the actual Scheduled Payment Date will be considered to be the preceding Business Day.

"We," "Us," "Our" and "Bank" means Bofl Federal Bank.

"Website" means this H&R Block website: <http://www.hrblock.com/emeraldcard>.

"You" and "Your(s)" means each person with authorized access to your account(s) through Online Banking or Mobile Banking.

Agreement:

This Agreement contains the terms that govern your use of the Bofl Online Banking, Mobile Banking, and Online Bill Payment application services. You may use the Service to access your accounts through the Internet or your Device. By using Online Banking, Mobile Banking, or Online Bill Payment to access an account you agree to the terms of this Agreement which supplements the terms and agreements of your account(s) to which you have previously agreed. Examples of accounts that you may elect to access include prepaid card, savings, and line of credit accounts. Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. If this Agreement conflicts with your account agreement(s), the product account agreement shall control. Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using Online Banking or Mobile Banking
- Bofl rules, procedures and policies applicable to each account
- The rules and regulations of any funds transfer system used in connection with Online Banking or Mobile Banking and all applicable state and federal laws and regulations

This Agreement shall be governed by the laws of the state of Nevada and applicable federal law.

Use and Disclosure of Your Personal Information

By your acceptance of this Agreement and your use of the Service, you consent to the use and / or disclosure of your personal information when necessary or appropriate to offer you the Service. If you enroll in other products or services, including but not limited to Check to Card, you consent to the disclosure of your Personal Information to certain third party providers we work with to offer products and services, including the Service. For Check to Card, we may disclose your Personal Information to Ingo Money, Inc. and certain of its affiliates, and other third parties.

Online Banking Access:

You may access your account(s) through the Website to obtain balances, transaction history, and other information for all eligible accounts.

Confidentiality:

The Bofl Privacy Policy applies to all online banking, mobile banking, and online bill payment transactions with you.

Changes:

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time or at any time. When changes are made we will update this Agreement and post the revised Agreement at the Website. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. You may agree to or reject changes by continuing or discontinuing the use of Online Banking, Mobile Banking, or Online Bill Payment.

Fees:

There are no monthly fees for accessing Online or Mobile Banking. There is a per transaction fee of \$0.95 for the use of Online Bill Payment. Other fees may be assessed and billed separately by your online service provider or Device provider. All telephone or wireless charges associated with Online Banking, Mobile Banking, or Online Bill Payment are your responsibility. All other fees which have been separately disclosed to you in connection with your account(s) will continue to apply to those account(s) and to your Online Banking, Mobile Banking, and Online Bill Payment services.

Mobile Banking Description of Service:

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking enables you to access your Bank account information, make payments to payees, transfer funds and conduct other banking transactions using a Device.

We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Bofl does not guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

Use of Mobile Banking Service:

We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements:

You agree that, when you use the Service, you remain subject to the terms and conditions set forth in any existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service and online service providers and that the Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us.

You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

Equipment and Software:

Bofl does not guarantee that your Device, mobile phone service provider, or online service provider will be compatible with the Service.

Mobile phones and other Devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Malware, Spyware, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your phone or Device or could result in information being intercepted by a third party. By using the Service, you acknowledge and agree that Bofl is not and will not be responsible or liable for any damages of any kind which may result, directly or indirectly, from such viruses. By using the Service, you further acknowledge and agree that Bofl is not and will also not be responsible for any unauthorized access of your non-public personal information that is accessed via the Service due to any of the above named viruses residing or being contracted by your Device at any time or from any source.

Bofl is not responsible for errors or delays or your inability to access the service caused by your Device. We are not responsible for the cost of upgrading the Device to remain current with the Service. We are not responsible for any damage to the Device or the data within.

Permitted Online and Mobile Banking Transfers:

You may use the Service to transfer funds between your eligible Bofl accounts. Transfers may include moving funds between your prepaid card and your savings account, making payments from your prepaid card to your line of credit account, and drawing against your line of credit account and transferring funds to your prepaid card. You may also be able to transfer funds from your prepaid card to make payments to Payees.

You may also be able to transfer funds from an account at another financial institution and load those funds to your Emerald Card or Emerald Plus Card using the Service by enrolling in Linked Accounts.

You may enroll in Linked Accounts through the Service by providing the account number and transit routing number associated with your checking account at another financial institution. Transfers using the Linked Account service are subject to the following limits: 1) You may make one (1) transfer every five (5) business days; 2) the maximum amount of money you may transfer using the Service with each request is \$500; 3) the maximum amount of money you may transfer each month using the Service is \$2,500.

You may also be able to transfer funds from an account at another financial institution to make payments to your line of credit account using the Service by providing the debit card number associated with your checking account at another financial institution. Such transfers are limited to the lesser of \$1,200 or the amount then required to pay down the line of credit account, and you may only make one (1) transfer per day.

You must have sufficient funds available in the selected accounts at the time the transfer is received. We may process transfers that exceed your available balance at our sole discretion. We do not charge any fee for such transfers that we approve. Federal Regulations limit the number of transfers allowed from a savings account per month. Transfer using the Service count towards this limit. Each transfer from a savings account using the Service is counted as one of the six limited transactions permitted each month.

We may also revise our limits on the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law.

ePockets:

Description of Service. ePockets is an Online Banking service that allows you to set aside designated funds from your

main Emerald Card spending account for specific purposes you designate, such as a vacation or an emergency fund. You acknowledge and agree to the following:

- **Use of ePockets.** You may create and manage your ePockets online, including transferring funds between your Emerald Card main spending account and your ePockets (or from one ePocket to another).
- **Availability/Treatment of Funds.** Funds in your ePockets are not available for spending using your Emerald Card. To access the funds, you must transfer them from your ePockets back into your main Emerald Card spending account. Funds in ePockets will be reflected online separately from the balance of your main Emerald Card spending account. Your ePockets do not constitute a checking or savings account, regardless of how you choose to name them. You will not receive any interest on your funds in your ePockets. Funds in your ePockets will remain FDIC insured to the maximum amount permitted by law.
- **Limits.** The maximum number of ePockets you can set up is twenty (20). There is no minimum balance required for an ePocket. The maximum amount you may set aside in any one Pocket is \$9,999, and the maximum amount you may set aside in your ePockets in the aggregate is \$20,000. You are limited to 10 transfers to and 10 transfers from your main spending account a day. The maximum amount that can be transferred in one day is \$9,999.
- **Rights of Collection.** If you have a negative balance in your main Emerald Card spending account, we may transfer funds from your ePockets to bring the balance in your main spending account to zero. You acknowledge and agree that any rights we have under the Cardholder Agreement or any another agreement to collect debt from your Emerald Card extends to your ePockets, including without limitation that from Emerald Advance, H&R Block Bank and/or Bofl Federal Bank-issued credit cards and tax preparation fees that you owe to H&R Block, and that we may transfer funds from your ePockets to your main spending account to satisfy your obligations.
- **Fees.** Bofl does not charge a fee for transferring funds between your main Emerald Card spending account and your ePockets, or between ePockets.

Online Bill Payment Description of Service:

Online Bill Payment is offered as a convenience and supplemental service to our Online Banking services. Online Bill Payment is accessible from the Website (<http://www.hrblock.com/emeraldcard>) and permits you to schedule and make payments from your Card to Payees, including Bofl Federal Bank. By using the Online Bill Payment service, you authorize and direct us to process payments and other transactions you request from time to time through use of this service and to debit your H&R Block Emerald Card or Emerald Plus Card in accordance with this Agreement. The Agreement does not alter your liability or obligations that currently exist between you and your Payees.

Use of Online Bill Payment Service:

We may refuse to permit you to use the Service to pay any Payee. We may, at our option and in our sole discretion, remit, stop, cancel and manage payments, cancel payments, refuse to permit you to use the Service, or terminate your right to do so at any time. You also acknowledge and agree to the following:

- **Payment Scheduling-Standard Payments.** When you schedule a payment through the Service, you must allow sufficient time for us to receive and process the Scheduled Payment before the Scheduled Payment Date. You will not be able to select a date for a Scheduled Payment if there is not sufficient time for us to process the payment on that date.
- **Payment Scheduling-Expedited Payments.** When you use this service, you have the following options: (i) same-day electronic payments (ii) overnight check payments. Same-day electronic payments will be received by the payee and the financial institution will process those payments no later than the delivery date specified at the time the payment was submitted. Because of the accelerated nature of Expedited Payments, no verification of the funds will occur. Overnight checks will be received by the payee no later than the delivery date specified at the time the payment was submitted. There is a \$2.00 fee assessed for each same-day electronic payment. There is a \$15.00 fee assessed for each overnight check payment.
- **Late Payments.** Some transactions may take longer to be credited to your account at a Payee due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions. We have no responsibility for any late payment charges that may be imposed by a Payee should a payment not be completed or if a payment is credited to your account at a Payee after its Due Date.
- **Payment Authorization and Payment Remittance.** By providing us Payment Instructions through the Service, you authorize us to follow all such Payment Instructions. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee instructions. By making a Payment Instruction, you authorize us to debit your Card and remit funds on your behalf in accordance with the Payment Instruction. You also authorize us to credit your Card for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

- **Payment Methods/Limitations.** We reserve the right to select the method for remitting funds on your behalf to a Payee. These payment methods may include, but are not limited to, an electronic payment, an electronic to check payment, or payment by a physical check. The maximum single bill payment transaction may not exceed \$2,500.00. The maximum total of all bill payments scheduled for a single Business Day may not exceed \$5,000.00.
- **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment by logging into the Service and following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, however, it cannot be cancelled or edited. If you wish to cancel a payment after we have begun processing such payment, you must contact us at 1-866-353-1266. Although we will attempt to accommodate your request, you acknowledge and agree that we will have no liability for failing to do so and we may also require you to present your stop payment request in writing within fourteen (14) days.
- **Prohibited Payments.** Payments to Payees outside of the United States or its territories and payments prohibited by law, including payments to unlawful Internet gambling sites, may not be made through the Service.
- **Exception Payments.** Tax payments and court ordered payments are exception payments which may be scheduled through the Service; however, you acknowledge and agree that such payments are discouraged and are scheduled at your own risk. IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR REQUESTING AND SCHEDULING ONE OF THESE TYPES OF PAYMENTS. OUR RESPONSIBILITY FOR LATE PAYMENTS SET FORTH ABOVE DOES NOT APPLY TO THESE TYPES OF PAYMENTS. We have no obligation to research or resolve any claim resulting from an exception payment. You acknowledge and agree that all research and resolution for any misapplied, incorrectly posted or misdirected payments will be your sole responsibility.

Online Bill Payment - Customer's Responsibility - You are responsible for all transfers that you authorize through the Service. You agree not to give or make available your Credentials to any unauthorized individuals. You are also responsible for all transactions completed by persons to whom you have given your Credentials.

Online Bill Payment Access and Your Equipment - You are responsible for the installation, maintenance and operation of the equipment which you use to access the Service. You must use a browser which has the ability to process the Service, which may change from time to time. We are not responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or other device or software used in accessing the Service and we are not responsible for any electronic viruses, worms, malware or other malicious programs that you may encounter while connected to the Internet or otherwise. You agree that you will not send us any electronic virus, worm, malware or other malicious program, nor will you engage in any activity that could have a harmful effect on our website.

LIMITATION OF LIABILITY - EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, THE SERVICE IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING ATTORNEYS' FEES, LOST PROFITS, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES) CAUSED BY THE SERVICE OR THE USE THEREOF, INCLUDING WITHOUT LIMITATION, ANY LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR OR ANY CLAIM ARISING OUT OF THE USE OF THE SERVICE ON YOUR COMPUTER OR OTHER ELECTRONIC DEVICE.

Financial Institution's Liability:

If we do not complete a transfer to or from your 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:

- If, through no fault of ours, you do not have enough money in your account to make the withdrawal.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the completion of the transaction, despite reasonable precautions that we have taken.
- If the Payee rejects or returns the payment for any reason.
- If your equipment, software or any communication link is not working properly.
- If you have provided us incorrect information about the Payee you wish to pay.
- If access to your Emerald Card or Emerald Plus Card has been blocked after you reported your Card lost or stolen.
- If there is a hold on your funds, or if they are subject to legal process or other encumbrance restricting their

use.

(j) If we have reason to believe the requested transaction is unauthorized.

(k) There may be other exceptions stated in our Agreement with you.

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

Confidentiality:

We will disclose information to third parties about your account or the transfers you make:

(a) where it is necessary for completing transfers; or

(b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(c) in order to comply with government agency or court orders; or

(d) if you give us your written permission; or

(e) to our employees, auditors, affiliates, service providers, or attorneys as needed; or

(f) as explained in our agreements with you.

Unauthorized Transfers:

(a) Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you believe your card and/or code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do not tell us within two (2) business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or a hospital stay kept you from telling us, we may extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed at the end of the disclosure.

Your Responsibilities:

You agree to the following by enrolling in or by using the Service:

Account Ownership/Accurate Information. You represent and warrant to BofI that you are the legal owner of the accounts and other financial information which may be accessed via the Service and that you are of the age of majority for your state of residence (usually eighteen (18) years of age) and otherwise able to lawfully enter into this Agreement under applicable law. You agree that all information provided to us in connection with the Service is accurate, current and complete, and that you are required to provide such information to us for the purpose of enrolling in and using the Service. You agree you will keep BofI informed on any changes to your email address, residential address, and telephone number. You agree not to misrepresent your identity or your account information as well as keeping your account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using the Service under this Agreement. If you permit others to use your log in or password you are responsible for any transactions they authorize or conduct on any of your accounts. BofI has the right to rely upon the access of the Service using log in and password information as legitimate.

User Security. You agree to take every reasonable precaution to ensure the safety, security and integrity of your account and transactions when using the Service. You agree you will not give out account information, user log in or passwords, leave your computer unattended while the Service is accessed, allow your computer to store your user name and password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of the Service completely if you are using a public computer. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you allow access to the Service to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your account.

We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify us immediately by calling. 1-866-353-1266. You may also notify us in writing at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

User Conduct. You agree not to use the Service or the content or information delivered through the Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with applicable laws, rules and regulations in connection with your use of the Service. Harassment or threatening language will result in the closure or suspension of your account. You also agree not to make commercial use of the Service or resell, lease, rent, or distribute access to the Service. You certify to us that your use of the Service will not in any way, directly or indirectly, violate applicable law, including, but not limited to, any law, statute, ordinance, contract or regulation relating to money laundering, illegal gambling activities, support for terrorist activities, fraud or theft; and/or violate any provision of this Agreement.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless BofI, H&R Block, and their respective direct and indirect parents, subsidiaries, affiliates, officers, directors, employees, consultants, agents, service providers, licensors, successors, assigns, and the franchisees of any of them from any and all third party claims, liabilities, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, file, or otherwise in connection with the Service; your violation or any law or rights of a third party or your use or use by a third party of the Service.

ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)

Scope of Arbitration Agreement. All disputes and claims between you and any one or more of the H&R Block 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 H&R Block 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 Class Action Waiver below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term “H&R Block Parties” shall include BofI and H&R Block, 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 accept this Agreement to use the Services. 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.hrblock.com/goto/optout, or by sending a signed letter to Arbitration Opt-Out, P.O. Box 32818, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security Number, and the words “Reject Arbitration.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

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 H&R Block Parties agree otherwise, any arbitration hearing shall take place in the county of your residence.

Waiver of Right to Bring Class Action and Representative Claims (“Class Action Waiver”). 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 H&R Block 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 H&R Block 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 H&R Block 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.

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

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.

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

- (1) Your name and Card or account 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 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 account.

For errors involving new accounts, 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 accounts, we may take up to twenty (20) business days to credit your 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.

Severability:

Except as provided herein, if any provision of this Agreement is found to be invalid or unenforceable under applicable law, only such provision or provisions shall be deemed void and the remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected.

Contacting Us Regarding the Service:

Because Internet e-mail transmissions may not be secure, you agree to contact us through the Service after you have logged in, or via telephone or mail rather than via Internet e-mail for inquiries relating to the Service or your Card. To contact us via telephone, call 1-866-353-1266, and via mail, write to us at: Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171. You may obtain information about the amount of money you have remaining on your Card by calling 1-866-353-1266. This information, along with a 60-day history of account transactions, is also available on-line at www.hrblock.com/emeraldcard. You also have the right to obtain a 60-day written history of account transactions by calling 1-866-353-1266, or by writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

Third Party Service Providers and Assignments:

We may assign this Agreement to other third parties and we may also assign or delegate certain of our rights and responsibilities under this Agreement to third party servicers. Your rights and obligations under this Agreement may not be assigned.

No Waiver:

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Termination:

Bofl may terminate the Service, in whole or in part, at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also may suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your username or PIN as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

Consent for Electronic Communication:

References to "you" or "your" herein shall refer to the individual using the Service. By using the Service you agree to receive all disclosures and information electronically. You will receive the following information and disclosures electronically:

Online Banking, Mobile Banking, and Online Bill Payment Agreement

Bureau of Consumer Financial Protection Regulation E disclosure included within the Agreement

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

Windows[®] Macintosh

Windows[®] XP / Vista[®] / Windows 7 MAC OS X

64 MB RAM for Windows XP 156 MB RAM for OS X 10.4.x

512 MB RAM for Windows Vista 170 MB disk space

1024 MB RAM for Windows 7 1024x768 SVGA color monitor

170 MB disk space Macintosh compatible printer

1024x768 SVGA color monitor

Windows compatible printer

By agreeing to this disclosure, you (i) certify that the computer you are now using satisfies these requirements (ii) agree to receive the above-referenced documents electronically and confirm that you will download or print the disclosures for your records, (iii) acknowledge that you can access information that is provided electronically in this program, and (iv) acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National Commerce Act and intend that this statute apply to the fullest extent possible. You may withdraw your consent to receiving records electronically by not agreeing to the consent, but if you do so, you may not proceed with this transaction. You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically nor for any damages, including direct, indirect, special, incidental or consequential damages, caused by unauthorized access. If you have any questions about these disclosures, you may contact us by telephone at 1-866-353-1266.

You have the option to receive any information provided electronically in paper form. To receive specific information in paper form, please contact us at 1-866-353-1266. Please specify the information you wish to be provided in paper form. Your request will only apply to those specific items of information designated by you.

SHORT MESSAGE SERVICE "SMS:"

SMS Service:

Bofl's SMS Online Banking enables you to access your account(s) through an SMS text enabled Device. By activating/registering one or more Devices for this service, you agree to receive and send electronic text messages about your accounts and/or request information about certain transfers on your account(s). BoFl will send text messages to you based upon the instructions you provide when you activate/register your Device or at the time of the SMS request that you send. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your account(s). You are not required to agree to send or receive SMS text messages in order to use the Service.

You may request and receive text messages concerning your accounts on any text enabled Device. It is your responsibility to determine if your wireless carrier provider supports text messaging and your Device is capable of receiving text messages. BoFl's SMS messages are subject to the terms and conditions of your agreement(s) with your wireless carrier provider even if your use of the SMS service results in additional or changed fees.

Once you activate your Device for this service, you are responsible for keeping any personal information in your Device secure. For your protection, you agree to:

- Log in to Online Banking and cancel your SMS service if you or your wireless carrier provider is cancelled
- Log in to Online Banking and cancel your SMS service if your Device is lost or stolen
- Contact us if your Device is lost or stolen
- Log in to Online Banking and cancel or edit your SMS service if there are changes to your wireless carrier provider or Device number (cell phone number)

- Erase your "Sent Messages" and "Inbox" that may contain your SMS PIN number or other personal information. You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factors affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified herein. You also agree not to hold Bofl, its direct and indirect parents, subsidiaries, affiliates, officers, directors, employees, consultants, agents, service providers, licensors, successors, assigns, and the franchisees of any of them, liable for any losses, damages or costs that may arise in whole or in part, from:
 - Non-delivery, delayed delivery, or the misdirected delivery of any message
 - Inaccurate or incomplete content in any message
- Your reliance on or use of the information provided in any SMS service message for any purpose

Bofl provides this service as a convenience to you. We do not use text messaging for any purpose not included in this system and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the account to which it pertains. Bofl reserves the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by Law. All provisions of any agreements or disclosures previously made pertaining to your account(s) remain in effect and are not superseded or amended by this agreement.

Direct Prepaid Cell Phone Purchase Service

The direct prepaid cell phone purchase service (the "Purchasing Service") for H&R Block Emerald Prepaid MasterCard® cardholders is provided by Bofl.

You acknowledge and agree that Bofl acts merely as a distributor of prepaid telephone products for third-party telephone carriers. You acknowledge and agree that the Purchasing Service does not consist of exchanging electronic tokens issued by Bofl against electronic tokens issued by a wireless carrier. You also acknowledge and agree that the service does not result in any remittance of cash to the owner of the prepaid cell phone account, whether domestic or internationally. Using the direct prepaid cell phone service results in an amount of US dollars being debited from your Emerald Card account and remitted in the US to a domestic vendor of prepaid cell phone services, in exactly the same way as if you had made a purchase of service with your Emerald Card from a wireless carrier retail store.

Sales are Final

All prepaid cell phone service purchases made using web sites operated by Bofl are final. Bofl will not issue any refunds, credits, adjustments, or replacement of telephone PINs once the transaction has been submitted and confirmed by Bofl.

Transactions that Require a PIN

In some instances Bofl may need to request a personal identification number (PIN) from the telephone carrier so that the cardholder can complete the prepaid service purchase with the telephone carrier. This PIN will be displayed to the Emerald cardholder on one of Bofl's websites through a secure SSL session. Bofl shall not be held liable if the cardholder loses the PIN, or causes the PIN to be lost or stolen by communicating it to another person by unsecure means like email or SMS, or is unable to redeem the PIN with the telephone carrier and this shall not constitute a reason to claim for a refund either.

Pricing

Bofl does not charge a fee for this service. Pricing is determined solely by the participating carriers. Pricing for the prepaid cell phone service offered by Bofl may be subject to changes without any notice. The price for any cell phone service purchase will be provided to the Emerald cardholder and approved at the time of the transaction.

Participating Carriers

Some telephone carriers may be removed from the list of participating carriers without any notice from Bofl.

Limitations on Use of the Purchasing Service

The number and the aggregate monetary value of cell phone service purchase transactions Emerald cardholders may make from the service is limited to:

- Three (3) transactions and \$200 in any given 24-hour period
- Ten (10) transactions and \$1,000 per calendar month
- Bofl reserves the right to change these limits without any notice.

IMPORTANT: For more information about cell phone service purchases for each of the participating carriers, please check directly with the carriers' websites at the links provided below.

Prepaid AT&T Wireless Account

AT&T GoPhone: www.att.com/gophone

Prepaid Boost Mobile Account
www.boostmobile.com

Prepaid T-Mobile Account
T-Mobile To Go: www.t-mobile.com

Prepaid Verizon INpulse Account
INpulse: www.verizonwireless.com