



H&R BLOCK EMERALD PREPAID MASTERCARD®

The H&R Block Emerald Prepaid Mastercard® is a tax refund-related deposit product issued by Axos Bank™, Member FDIC. Emerald Financial Services, LLC, an H&R Block entity, is the program manager for Axos Bank.

Monthly activity fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	N/A in-network \$3.00 out-of-network	\$4.95*
ATM balance inquiry			\$1.50
Customer service			\$0
Inactivity (after 60 days with no transactions)			\$4.95 per month
We charge 5 other types of fees. Here are some of them:			
Over the counter withdrawal			\$35
ATM decline			\$1.50

*This fee can be lower depending on how and where this Card is used.

No overdraft/credit feature.

Your funds are eligible for FDIC insurance.

For general information about prepaid accounts, visit cfpb.gov/prepaid.
Find details and conditions for all fees and services in the Cardholder Agreement.

H&R Block Emerald Prepaid Mastercard® Cardholder Agreement
IMPORTANT - PLEASE READ CAREFULLY

1. Agreement and Definitions

This document is the agreement (“Agreement”) outlining the terms and conditions under which the H&R Block Emerald Prepaid Mastercard® has been issued to you. By accepting and using the Card(s) or by requesting funds to be loaded to the Card Account associated with the Card(s) by us or any third party, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In this Agreement, “Card” or “Emerald Card®” means the H&R Block Emerald Prepaid Mastercard. “Issuer” means Axos Bank™ (“Axos”), Member FDIC. “Card Account” means the records we maintain to account for the value associated with the Card(s). “You” and “your” mean the person or persons who have received the Card(s) and are authorized to use the Card(s) as provided for in this Agreement. “We,” “us,” and “our” mean Axos, our successors, affiliates or assignees. **This Agreement includes a binding Arbitration Agreement (see Section 16, below).**

2. Obtaining Your Card

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a federal law, requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

You must be 18 years of age to obtain the Card, or the legal age of majority in Alabama (19), Nebraska (19), and Puerto Rico (21).

3. About the Card and Card Account

The Card is a prepaid card and is connected to a Card Account. The Card is not a credit card. Neither the Card nor the Card Account constitutes a checking or savings account. You will not receive any interest on your funds in the Card Account. You may not resell or transfer the Card. You agree to sign the back of the Card immediately upon receipt. You may use your Card on an ongoing basis. From time to time, we may issue a new Card associated with the Card Account, including because of Card loss, Card theft, convenience, or circumstances in which the security of the Card Account or your access to the Card Account is compromised.

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

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded or that have been loaded on your behalf into the Card Account.

Our business days are Monday through Friday, excluding Federal holidays, even if we are open. Any reference to “days” found in the Agreement are calendar days unless indicated otherwise. Customer Service is available 24 hours a day, 365 days a year.

4. Expired, Canceled or Inactive Cards

The expiration date of your Card is identified on the front of your Card. If a balance remains in your Card Account after expiration of all Cards associated with the Card Account, we may either mail a check less any fees owed, or issue a new Card with access to the remaining balance in the Card Account, in either case sending it to the address we have on record for you. If the balance in the Card Account is not used or the check is not negotiated, the funds may be turned over to the appropriate state government authority after the expiration of the appropriate escheat period.

The Card is our property and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, suspended, repossessed, or revoked at any time without prior notice, subject to applicable law. If any Card associated with the Card Account is canceled, suspended, repossessed, or revoked, you will be entitled to any remaining balance in the Card Account. You may not use an expired, canceled, or revoked Card. The Card is not designed for business use, and we may close your Card Account and cancel your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

In our discretion, we may determine your Card Account is inactive and close it, including after the Monthly Inactivity Fee depletes the balance to zero. Inactive status is defined as 60 days of no transactions on your Card Account, excluding fees. Inactive Card Accounts will not receive annual regulatory disclosure notices. In the instance of our receipt of any returned mail, mailed to the Cardholder's address of record, the Card Account may be deemed inactive for purposes of this section.

5. Personal Identification Number (“PIN”)

We will provide you a PIN. With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) (except it may not be used at ATMs located outside the United States) or any Point-of-Sale (“POS”) device, as permissible by the merchant, which allows entry of a PIN and bears the Mastercard Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You should not write your PIN on your Card or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in Section 7(a), titled “Consumer liability for unauthorized transfers.” You may contact us at 1-866-353-1266 to request your PIN be changed.

6. Using Your Card/Features

(a) Loading Your Card. You may add funds to your Card Account at any time. You may add value or load your Card Account only via direct deposit, transfer from your bank account, certain retail reload providers, through the Check-to-Card service and other approved sources. A list of authorized retail reload locations is available by logging in at www.hrblock.com/emeraldcard. The Check-to-Card service is provided by Ingo Money, Inc., our Check-to-Card service

provider, and the terms and conditions for the Check-to-Card service are governed by the Sunrise Banks and Ingo Money Terms and Conditions.

Funds are available to you in your Card Account when we receive the funds. If the day of receipt, however, is not a business day for us, or if the funds are received by us after the cutoff time we establish from time to time, the funds will be available to you by the opening of our next business day. We reserve the right to reject or limit transfers via direct deposit in our sole discretion; and may reject or suspend any direct deposit that has identifying information that does not match the identifying information we have on file for you or if we suspect fraud. The minimum amount of each initial value load is \$0.00. The minimum value of your Card Account is \$0.00. You may not load your Card Account by sending cash or checks directly to us or through any ATM. Personal checks, cashier's checks, and money orders mailed to the Issuer or by using an ATM are not an acceptable form of loading. All checks and money orders mailed to the Issuer for Card Account loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card Account at the discretion of the Issuer.

If you add funds to your Card Account and the item or transfer is not paid or is reversed for any reason, including that the sending bank or the originator of an item or transfer demands that we return the item or transfer because it was unauthorized, sent to the wrong account or procured by fraud, we may pay the return or demand and subtract the funds from your Card Account.

(b) Using your Card/Cash Access. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction plus applicable fees. You may use your Card to purchase or lease goods or services wherever Debit Mastercard is accepted as long as you do not exceed the daily transactional limit on your Card. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card or Card number, we will treat this as if you have authorized such use and you will be responsible for any transactions made by that person. You must notify us at 1-866-353-1266 to revoke permission for any person you previously authorized to use your Card. If you notify us to revoke another person's use of the Card, we may revoke your Card and issue a new Card with a different number. If you use your Card number without presenting your Card (such as for a telephone or Internet purchase), the legal effect will be the same as if you used the Card itself.

You may not use your Card for online gambling or any illegal transaction. You do not have the right to stop payment on any non-recurring purchase or payment transaction originated by use of your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash through an ATM (except it may not be used at ATMs located outside the United States) or over the counter at a financial institution. You may also obtain the funds in your Card Account by requesting that the balance be sent to you by check or automated clearing house transaction.

(c) Recurring Payments. You may make arrangements to pay certain recurring bills using your Card.

(d) Special Merchant Types. There are certain types of merchants that sell goods or services where the final amount the merchant will charge to the Card is unknown at the time the merchant first accepts the Card. Typical merchants in this category include rental car companies, hotels, restaurants, internet service providers and other time-based or variable cost merchants. Therefore, the Card may be "authorized" or "have funds held" for more than the actual amount of the purchase until the final transaction is complete, which means that those "authorized dollars" are not available for you to spend elsewhere.

Furthermore, transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or a "hold" on your available Card Account funds for up to thirty-three (33) days, which means you will not have access to the authorized dollar amount of these funds during that entire time. This is done to prevent fraud by Card users who may incur transaction amounts in excess of the amount first approved. Please note that we cannot manually release legitimate authorizations unless certain requirements have been met. In addition, if you do not have enough funds available in the Card Account to complete a POS transaction, you may instruct the merchant to use the remaining funds in your Card Account and pay the remaining amount of the purchase with cash, check, or another card. However, some merchants do not allow cardholders to conduct split tender transactions or will only allow you to do a split tender transaction if you pay the remaining balance in cash. We cannot control these limitations. You may want to avoid using your Card for these types of transactions.

(e) Personalized Cards. We may elect to provide you with a personalized Card at no cost to you. You may also request a personalized Card by calling 1-866-353-1266. We are not obligated to honor your request for a personalized Card and may or may not issue to you a personalized Card on a case-by-case basis.

7. Electronic Fund Transfer Act Disclosures

This Section 7 applies to your Card Account pursuant to Regulation E. That regulation applies to transactions you can perform using your Card to access your Card Account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your Card Account, such as payments made using bill pay and the direct deposit of your paycheck into your Card Account. Regulation E sets forth the basic rights, liabilities and responsibilities of consumers who use electronic fund transfers and of the financial institutions or other persons who offer these services. It includes the actions you need to take if you believe your Card, Card number, or PIN has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your Card Account and the rules regarding your potential liability for transfers.

(a) Consumer liability for unauthorized transfers. Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made from your Card Account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft of

your Card, Card number, or PIN, you can lose no more than \$50 if someone used your Card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, Card number, or PIN, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic or written history shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after you electronically access your Card Account (if the unauthorized transfer could be viewed in your electronic history) or we sent the first written history reflecting the unauthorized transfer, whichever is earlier, you may not get back any money you lost after the 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 will extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your Card, Card number, or PIN has been lost or stolen, call 1-866-353-1266 or write us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

You should also call the number or write to the address listed above if you believe a transfer has been made from your Card Account without your permission.

(c) Business Days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

(d) Transfer types and limitations.

1. Account access. You may use your Card to:

- Withdraw cash from your Card Account.
- Pay for purchases at places that have agreed to accept the Card.
- Load funds to your Card Account.

Some of these services may not be available at all terminals.

2. Limitations on frequency of transfers.

- i. The maximum number of times you may load cash to your Card Account per day is six (6).
- ii. The maximum number of times you may load cash to your Card Account per month is ten (10).
- iii. For security reasons, and at our sole discretion for any

reason and without notice to you, we may limit the number of loads to your Card Account and/or the number of transactions you can make with your Card per day for each transaction type.

iv. Retail reload providers may have additional load restrictions regarding the minimum and maximum number of times you may load your Card Account using any of their retail card-loading locations in a day. We do not have authority over the retail card-loading entities that would enable us to override or attempt to override their policies and procedures regarding the loading of your Card Account.

3. Limitations on dollar amount of transfers.

- i. The maximum amount of cash value you may load to your Card Account each day is \$1,000.00.
- ii. The maximum amount of cash value you may load to your Card Account each month is \$9,500.00.
- iii. The maximum cumulative amount that may be withdrawn from an ATM per day is \$3,000.00 per Card, subject to any lower limits imposed by an ATM owner or operator.
- iv. The maximum cumulative amount that may be withdrawn from a participating bank in over-the-counter (OTC) transactions per day is generally the available balance of your Card Account; however, for security reasons, either we or a participating bank may limit the amount of any single OTC withdrawal or the maximum cumulative amount of all OTC withdrawals per day.
- v. The maximum that can be spent per Card per day is \$3,500.00 for PIN transactions and \$3,500.00 for signature transactions.
- vi. For security reasons, and at our sole discretion for any reason and without notice to you, the maximum value of your Card Account may be restricted, we may limit the dollar amount of loads to your Card Account, and/or we may limit the dollar amount of transactions you can make with your Card.
- vii. Retail reload providers may have additional load restrictions regarding the minimum and maximum cash value loads to your Card Account using any of their retail card-loading locations in a day. We do not have authority over the retail card-loading entities that would enable us to override or attempt to override their policies and procedures regarding the loading of your Card Account.

(e) **Card and Card Account Fees.**

List of all fees for H&R Block Emerald Prepaid Mastercard®

All fees	Amount	Details
Add money		
Cash reload	\$4.95	Fees of up to \$4.95 may apply when reloading your Card Account at authorized retail reload providers. These fees may vary based on location and are assessed by the reload provider. Locations may be found by logging in at www.hrblock.com/emeraldcard .
Check to Card – 10 Day Funding (Funds in Days)	\$0	
Check to Card – Expedited Funding (Funds in Minutes)	4%	Fees of up to 4% of the check amount, based on accepted check type. This fee is reduced to 2% for pre-printed payroll and government checks with printed signature. Minimum fee of \$2.
Spend money		
Per purchase	\$0	
Bill payment (electronic or check)	\$0.95	Bill pay available when you log in at www.hrblock.com/emeraldcard or using the MyBlock™ mobile app. Regular electronic bill pay transactions will be completed within approximately 2 business days. If we have to mail a paper check, we will process the bill pay transaction within approximately 2 business days, plus additional time for mailing.
Expedited delivery for bill payment (electronic)	\$2.00	Expedited electronic bill pay transactions will be completed within approximately 1 business day. \$2 delivery fee is additional to \$0.95 bill payment fee.
Expedited delivery for bill payment (check)	\$15.00	Expedited bill pay transactions will be completed within approximately 2 business days if we have to mail a paper check to pay your bill. \$15 delivery fee is additional to \$0.95 bill payment fee.
Get cash		
Cash back at store	\$0	We do not charge a fee for requests for funds from your Card Account at a merchant. However, you may be charged a fee at the POS by the merchant processing the transaction.
ATM withdrawal	\$3.00	This is our fee. You may also be charged an additional fee by the ATM operator, even if you do not complete a transaction.
Over the counter withdrawal	\$35.00	This is our fee for an over the counter withdrawal at a financial institution.
Request check or one-time ACH	\$0	
Information		
Customer service	\$0	No fee for calling a live agent or our automated customer service line. No fee for online customer service. No fee for mobile customer service, but standard text message fees and data rates imposed by your service provider may apply.
ATM balance inquiry	\$1.50	This is our fee. You may also be charged an additional fee by the ATM operator.
Other		
ATM decline	\$1.50	This is our fee. You may also be charged an additional fee by the ATM operator.
Inactivity	\$4.95	You will be charged \$4.95 each month after you have not completed a transaction using your Card for 60 days. Fees do not count as a transaction.
Replacement Card (regular delivery)	\$0	No fee for regular mail delivery or in an H&R Block office.
Replacement Card (expedited delivery)	\$35.00	

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Axos Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Axos Bank fails. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Axos Bank by calling 1-866-353-1266, by mail at Cardholder Customer Service, PO Box 10170, Kansas City, MO, 64171, or visit www.hrblock.com/emeraldcard.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

(f) ATM fees. When you use an ATM, we charge a \$3 fee. You may be charged an additional fee by the ATM operator (and you may be charged a fee even if you do not complete a fund transfer). See the table of Card and Card Account fees in Section 7(e) above for details.

(g) Confidentiality. We will disclose information to third parties about your Card Account or the transfers you make:

- (1) where it is necessary for completing transactions;
- (2) in order to verify the existence and condition of your Card Account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders;
- (4) if you give us your written permission;
- (5) to our service providers, as well as the employees, auditors, affiliates, successors, assigns, attorneys of us or our service providers, or the franchisees of any of them; or
- (6) otherwise as necessary to fulfill our obligations under this Agreement or as permitted by applicable law.

(h) Documentation.

1. Terminal transfers. You can get a receipt at the time you make any transfer to or from your Card Account that was made at an ATM or point-of-sale terminal, however, please be aware that certain terminals may not provide receipts for small transactions (usually \$15 and under).

2. Preauthorized credits. If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you can call us at 1-866-353-1266 to find out whether or not the transfer has been made.

3. Information about your Card Account. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-866-353-1266. This information, along with a 12-month history of Card Account transactions, is also available by logging in online at www.hrblock.com/emeraldcard.

You also have the right to obtain at least 24 months of written history of Card Account transactions by calling 1-866-353-1266, or by writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171. You will not be charged a fee for this information.

(i) Preauthorized payments.

1. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Here's how:

Call us at 1-866-353-1266, or write us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

2. Notice of varying amounts. If these regular payments may vary in amount, the person or company you are going to pay should tell you, 10 days before each payment, when it will be

made and how much it will be.

3. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(j) Our liability for failure to make transfers. If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your Card Account to make the transfer.
- (2) If the automated teller machine where you are making a withdrawal does not have enough cash.
- (3) If the terminal was not working properly and you knew about the breakdown when you initiated the transaction.
- (4) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
- (5) If the Payee rejects or returns the payment for any reason.
- (6) If your equipment, software, or any communication link is not working properly.
- (7) If you have provided us incorrect information about the Payee you wish to pay.
- (8) If access to your Card has been blocked after you reported your Card lost or stolen.
- (9) If there is a hold on your funds, or if they are subject to legal process or other encumbrance restricting their use.
- (10) If we have reason to believe the requested transaction is unauthorized.
- (11) There may be other exceptions stated in our agreements with you.

We will maintain procedures reasonably adapted to avoid errors. However, if we fail to complete a transfer to or from your Card Account on time or in the correct amount according to our Agreement with you because of an unintentional, *bona fide* error, we will be liable only for actual damages proved.

(k) In Case of Errors or Questions about your Card Account. Telephone us at 1-866-353-1266 or write us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171 as soon as you can if you think an error has occurred in your Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-866-353-1266 or writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171. You will need to tell us:

- Your name and Card Number or Card Account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card Account.

For errors involving new Card Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask us 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.

8. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. All disputes regarding purchased goods or services must be addressed and handled directly with the merchant from whom those goods or services were obtained. Please be aware that we have no control over when a merchant sends a credit transaction and even though merchants typically post refunds as soon as they are received, the refund may not be available for a number of days after the date the refund transaction occurred; therefore, the amounts credited to your Card Account for refunds may not be immediately available.

9. Charges Made In Foreign Currencies

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your Card Account will be converted by Mastercard International Incorporated into an amount in the currency of your Card. Mastercard will establish a currency conversion rate for this convenience using a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer.

10. Mastercard Zero Liability Protection

In addition to the limitations of your liability for unauthorized transfers contained in Section 7(a), your Card is covered by Mastercard Zero Liability Protection. Under Mastercard Zero Liability, your liability for unauthorized Mastercard transactions on your Card is \$0 if you notify us promptly and you

are not grossly negligent or fraudulent in the handling of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. If your Card is lost or stolen, we will not hold you responsible for "unauthorized purchases" if certain conditions are met. Mastercard Zero Liability applies to purchases made in the store, over the telephone or made online. As a Mastercard cardholder you will not be responsible in the event of unauthorized purchases provided that the following preconditions are met:

- You have exercised reasonable care in safeguarding your Card from any loss, theft, or unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your Card and you received no benefit from the "unauthorized" purchase (failure to register certain Cards will be considered as not safeguarding your Card);
- You promptly notify us upon becoming aware of the loss, theft or unauthorized use of your Card.

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

If the Mastercard Rules are changed as they affect your liability, those changes will become applicable to your transactions under this Agreement to the maximum extent permitted by law.

11. Limitation of Liability

Unless otherwise required by law or this Agreement, we will not be liable to you for delays or mistakes resulting from any circumstances beyond our control, the failure of a merchant to perform or provide services, communication system failures, or failures of any payment system. If we are held liable to you, you will only be able to recover your actual damages and you will not be entitled to recover any indirect, consequential, exemplary or special damages, even if you have advised us of the possibility of such damages. This provision will only be effective to the extent permitted by applicable law.

12. Legal Process

If we receive any legal process or other legal notice, including a garnishment, attachment, execution, levy or similar order, affecting your Card Account ("Legal Process"), you authorize us to comply with such Legal Process. In complying with such Legal Process, we may suspend your access to your Card Account, refuse to permit withdrawals or transfers from or loads to your Card Account, and take such action as we deem appropriate or legally required in our judgment and discretion. We will not be responsible to you for any damages you may suffer as a result of any act or omission on our part in connection with any such Legal Process.

13. Contact Information

You agree to provide us with your current contact information in the instance it differs from the contact information you provided when the Card was issued. Contact information includes: name, physical address, telephone number(s) and email address, if applicable. If you provide us with a change of address notice and subsequently request an additional or replacement Card within the first thirty (30) days after we receive the change of address notification, we must first verify the change of address is valid prior to mailing the requested Card. At our discretion, address changes may be validated/verified using non-documentary methods, via personal contact with you; and/or via mailed notifications. In any event, we will not issue an additional or replacement Card until such time as we have determined the change of address to be valid. If you receive notice from us that we have received notification of change of address for your Card, and you have not changed your address, contact us IMMEDIATELY using the number on the back of your Card (1-866-353-1266). This action allows us to proactively assist you in the deterrence and/or identification of possible identity theft of your personal, confidential information specifically as it may relate to your Card.

14. Consent to Electronic Communications and Monitoring

You agree that we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by applicable law. You further agree that we may call you using an automatic telephone dialing system or otherwise, leave you a voice or prerecorded message, or send you a text, email or other electronic message to service your Card or for other informational purposes related to your Card.

15. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time, except as otherwise provided in this Agreement. We will notify you at the address or through other contact information that we have for you in our records. You will be notified if required by, and in the manner provided by, applicable law. If the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel the Card and close the Card Account by returning the Card to us. Your cancellation of the Card or closure of the Card Account will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation. You agree that the Arbitration Agreement will remain in force and effect even after cancellation, unless you opt out through the process described below. If your Card Account is canceled, closed, or terminated for any reason, the unused balance will be returned to you via a check to the mailing address we have in our records. We also may return the funds via ACH to a different account, at your request.

16. Resolving Disputes:

ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)

16.1. Scope of Arbitration Agreement. All disputes and claims between you and any one or more of the Covered 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 Covered Parties may bring an individual claim in small claims court, as long as it is brought and maintained as an individual claim. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of paragraph 16.3 below, shall be determined by the court and not the arbitrator. For purposes of this Arbitration Agreement, the term “Covered Parties” shall include Axos Bank; HRB Tax Group, Inc.; and Emerald Financial Services, LLC; as well as any of their respective direct or indirect parents, subsidiaries, and affiliates. This term also includes the predecessors, successors, officers, directors, agents, employees and franchisees of any of them.

Right to Opt Out of This Arbitration Agreement: You are not required to accept arbitration even though you must agree to the Terms and Conditions of this Agreement in order to receive and use your Card. You may opt out of this Arbitration Agreement within the first 60 days after you accept this Agreement by fully filling out the form found at www.arbitrationoptout.com/axos, or by sending a signed letter to Axos Arbitration Opt-Out, P.O. Box 5846, Kansas City, MO 64171. The letter should include your printed name, the first five digits of your Social Security Number, state, zip code, and the words “Reject Arbitration.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

16.2. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at 1-800-778-7879. 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 Covered Parties agree otherwise, any arbitration hearing shall take place in the county of your residence. We encourage you to call 1-866-353-1266 in advance of filing a claim for arbitration to see if the dispute can be resolved prior to arbitration.

16.3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys’ fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the 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 for relief, then that claim for relief (and only that claim for relief) 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.

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

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

17. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality or any other aspect of any goods or services you may purchase with your Card.

18. Your Payment of Outstanding Negative Balances Owed

We are not required to authorize any transaction that will create a negative balance in the Card Account. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges.

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

19. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. Except as provided in Section 16, if any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected. Except as provided in Section 16, this Agreement will be governed by the law of the State of Nevada except to the extent governed or preempted by federal law.

20. English Language Controls

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

This Card is covered by one or more of the following U.S. Patents: 7,072,862, 7,127,425 and 7,177,829.