

H&R Block Emerald Prepaid Mastercard® Cardholder Agreement

IMPORTANT - PLEASE READ CAREFULLY

1. Agreement/Definitions for the H&R Block Emerald Card

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

2. Obtaining Your Card

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

3. About the Card

The Card is a prepaid card and is connected 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. The Card has no minimum balance requirements. You agree to sign the back of the Card immediately upon receipt. The Card is our property and must be surrendered upon demand. You may use your Card on an ongoing basis. From time to time, we may issue a new Card associated with the Card Account, including because of Card loss, Card theft, convenience, or circumstances in which the security of the Card Account or consumer access to the Card Account is compromised.

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

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded or that have been loaded on your behalf into the Card Account. The funds associated with your Card are insured by the FDIC up to the maximum amount permitted by law. Funds are FDIC insured when we receive the funds.

Our business days are Monday through Friday, excluding holidays, even if we are open. Any reference to “days” found in the Agreement are calendar days unless indicated otherwise. Customer Service is available 24 hours a day, 365 days a year. You must be 18 years of age to obtain the Card, or the legal age of majority in Alabama (19), Nebraska (19), and Puerto Rico (21).

4. Expired, Canceled or Inactive Cards

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

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

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

4.1 Personal Identification Number (“PIN”)

We will provide you a Personal Identification Number (“PIN”). With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by the merchant, which requires entry of a PIN and bears the Mastercard Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You should not write your PIN on your Card or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph titled “Your Liability for Unauthorized Transfers.”

5. Using Your Card/Features

(a) Loading Your Card. You may add funds to your Card Account at any time. You may add value or load your Card Account only via direct deposit, certain retail reload providers, through the Check-to-Card service and other approved sources. A list of authorized retail reload locations is available by logging in at www.hrblock.com/emeraldcard. The Check-to-Card service is provided by Ingo Money, Inc., our Check-to-Card service provider, and the terms and conditions for the Check-to-Card service are governed by the Sunrise Banks and Ingo Money Terms and Conditions (the “Check-to-Card Service Terms”).

Funds are available to you in your Card Account when we receive the funds. If the day of receipt, however, is not a business day for us, or if the funds are received by us after the cutoff time we establish from time to time, the funds will be available to you by the opening of our next business day. For security reasons, we may limit the number and amount of direct deposits that may be loaded to your Card Account. The minimum amount of each initial value load is \$0.00. The maximum amount of cash value you may load to your Card Account each day is \$1000.00. The maximum number of times you may load your Card Account per day is four (4). The maximum amount of cash value that you may load to your Card Account each month is \$9,500.00. The maximum number of times you may load your Card Account per month is ten (10). Retail reload providers may have additional load restrictions regarding minimum and maximum cash value loads and the minimum and maximum number of times you may load your Card Account using any of their retail card-loading locations in a day. We do not have authority over the retail card-loading entities that would enable us to override or attempt to override their policies and procedures regarding the loading of your Card Account. You may not load your Card Account by sending cash or checks directly to us or through any ATM. Personal checks, cashier's checks, and money orders mailed to the Issuer or by using an ATM are not an acceptable form of loading. All checks and money orders mailed to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card Account at the discretion of the Issuer.

If you have arranged to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company, you can call us at 1-866-353-1266 to find out whether or not the deposit has been made. For more information on reloading your Card Account, call 1-866-353-1266.

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

(c) Using your Card/Cash Access. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction plus applicable fees. You may use your Card to purchase or lease goods or services wherever Debit Mastercard is accepted as long as you do not exceed the daily transactional limit on your Card. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card or Card number we will treat this as if you have authorized such use and you will be responsible for any transactions made by that person. If you use your Card number without presenting your Card (such as for a mail or telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. You may not use your Card for any illegal transaction. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. We are not required to authorize any transaction that will create a negative balance in the Card Account. You agree to pay us the amount of any transaction(s) that exceed the balance of the funds available in your Card Account on demand. You do not have the right to stop payment on any non-recurring purchase or payment transaction originated by use of your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash through an ATM (except it may not be used at ATMs located outside the United States) or over the counter at

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

(d) **Recurring Payments.** You may make arrangements to pay certain recurring bills using your Card. You may stop any of these recurring payments by calling us at 1-866-353-1266 or writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If these recurring payments may vary in amount, the person you are going to pay will inform you ten (10) days before each payment, when payment will be made, and how much it will be. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

6. Fee Schedule

Furthermore, transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or a “hold” on your available Card Account funds for up to thirty-three (33) calendar days, which means you will not have access to the authorized dollar amount of these funds during that entire time. This is done to prevent fraud by Card users who may incur transaction amounts in excess of the amount first approved. Please note that we cannot manually release legitimate authorizations without a letter or fax from the merchant. In addition, if you do not have enough funds available in the Card Account to complete a POS transaction, you may instruct the merchant to use the remaining funds in your Card Account and pay the remaining amount of the purchase with cash, check, or another card. However, some merchants do not allow cardholders to conduct split tender transactions or will only allow you to do a split tender transaction if you pay the remaining balance in cash. We cannot control these limitations. You may want to avoid using your Card for these types of transactions.

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

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

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

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

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

⁴You may be charged an additional surcharge fee by the ATM operator for any transaction, including a balance inquiry, even if you do not complete a withdrawal.

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

7. Returns and Refunds

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

8. Charges Made In Foreign Currencies

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

9. Receipts

You may get a receipt at the time you make a transaction or obtain cash using your Card for any purchase in excess of \$15.00. You agree to retain your receipt to verify your transactions.

10. Statement of Transactional History

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction.

You may obtain information about the amount of money you have remaining in your Card Account by calling 1-866-353-1266. This information, along with a sixty (60)-day history of account transactions, is also available online at www.hrblock.com/emeraldcard. You also have the right to obtain a sixty (60)-day written history of Card Account transactions by calling 1-866-353-1266, or by writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

11. Confidentiality

We may disclose information to third parties about your Card or Card Account or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card or Card Account for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission;
- (5) To our service providers, as well as the employees, auditors, affiliates, successors, assigns, attorneys of us or our service providers, or the franchisees of any of them, or
- (6) Otherwise as necessary to fulfill our obligations under this agreement or as permitted by applicable law.

12. Beneficiary Information

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

13. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

- (5) If access to your Card Account has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) Any other exception stated in our Agreement with you.

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

14. Your Liability for Unauthorized Transfers

Contact us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. Sending us an email or text message is not sufficient and will not give rise to or protect any rights you may have in this Agreement. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us toll-free at 1-866-353-1266. We will require you to give written confirmation of the error within ten (10) business days of the oral notification. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card to minimize losses.

In addition, your Card is covered by Mastercard Zero Liability Protection. Under Mastercard Zero Liability, your liability for unauthorized Mastercard transactions on your Card is \$0 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely with BofI in attempts to recover funds from unauthorized users and to assist in their prosecution. If your Card is lost or stolen, we will not hold you responsible for "unauthorized purchases" if certain conditions are met. Mastercard Zero Liability applies to purchases made in the store, over the telephone or made online. As a Mastercard cardholder you will not be responsible in the event of unauthorized purchases provided that the following preconditions are met:

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

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

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

15. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement 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 18, this Agreement will be governed by the law of the State of Nevada except to the extent governed or preempted by federal law. You agree to provide BofI with your current contact information in the instance it differs from the contact information you provided when the Card was initiated. Contact information includes but is not limited to: name, physical address, telephone number(s) and email address, if applicable. 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.

16. Amendment and Cancellation

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

17. Information About Your Right to Dispute Errors

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

You will need to tell us:

- (1) Your name and Card number (if any).
- (2) Why you believe there is an error and the dollar amount involved.
- (3) Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card Account. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For errors involving new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at 1-866-353-1266 or write us at: Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

18. Resolving Disputes:

ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)

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

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

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

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

18.3. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys’ fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. **You and the BofI Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the BofI Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular claim of relief, then that claim of relief (and only that claim of relief) must remain in court and be severed from any arbitration. The BofI Parties do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

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

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

19. No Warranty Regarding Goods and Services

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

20. Your Payment of Outstanding Negative Balances Owed

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

21. Reserve Reclassification

This Card Account consists of a stored value sub-account and a savings sub-account. We may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the stored value sub-account. The savings sub-account will be non-interest-bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, FDIC insurance protection, or your transaction history.

22. English Language Controls

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

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