

ONLINE AND MOBILE BANKING AGREEMENT

1. Introduction

Pathward®, National Association, together with certain of its third-party service providers (including program manager Emerald Financial Services, LLC), as applicable, strive to provide you with the highest quality online and mobile banking services available. Emerald Financial Services, LLC and their affiliates doing business under the brand name H&R Block are not banks. Bank products are from Pathward®, N.A., Member FDIC. This Online and Mobile Banking Agreement governs your use of these services. This Online and Mobile Banking Agreement includes:

- **the Electronic Fund Transfer Act Disclosures in Section 5; and**
- **an Arbitration Agreement, the terms of which are set forth below. Section 6.6 of the Arbitration Agreement includes procedures for resolving arbitrations of similar claims asserted by claimants represented by the same or coordinated counsel which, as explained below, may delay the arbitration of your claim.**

2. **Definitions.** The words used in this Agreement (except as otherwise provided in the Arbitration Agreement) have the following meanings:

- 2.1 **"Access Credentials"** means your user name, login identification, password, biometric identification (e.g., fingerprint) or other means of identification and authentication, or combination thereof, that is required for logging into or otherwise accessing the Services or a particular function of the Services.
- 2.2 **"Account"** means your eligible Emerald Card®, Emerald Advance®, or other Pathward account which can be accessed through Online Banking or Mobile Banking. The term "Account" may refer to multiple accounts if you have multiple eligible Accounts, as indicated by the context.
- 2.3 **"Account Alerts"** means the Text Alerts Service and the Email Alerts Service.
- 2.4 **"Agreement"** means this Online and Mobile Banking Agreement.
- 2.5 **"Business Day"** is every Monday through Friday, excluding federal holidays, even if we are open.
- 2.6 **"Card Account"** or **"Emerald Card Account"** means the account associated with your Emerald Card.
- 2.7 **"Check-to-Card Service"** means the Service within Mobile Banking offered to you by Ingo Money, Inc. and Sunrise Banks, N.A., that permits you to convert paper checks to electronic checks, negotiate them electronically, and load the proceeds to your Card Account.
- 2.8 **"Email Alerts Service"** means the Service by which you can opt in to receive email alerts of certain activity on your Emerald Card Account at an email address you provide.
- 2.9 **"Emerald Advance"** means the H&R Block Emerald Advance® line of credit, the H&R Block Emerald Advance® Loan, or both as applicable, each originated by Pathward.
- 2.10 **"Equipment"** means the equipment you use to access the Services, including but not limited to items such as a Mobile Device, desktop computer, or a laptop computer.
- 2.11 **"Emerald Card"** means the H&R Block Emerald Prepaid Mastercard® issued by Pathward.
- 2.12 **"Linked Accounts Service"** means the Service available through Online Banking through which you link your checking account at another financial institution to your Emerald Card Account to facilitate the transfer of funds from your checking account to your Card Account via the ACH network.

- 2.13 **"Pathward"** means Pathward, National Association, its successors, affiliates, parents, holding companies, or assignees.
- 2.14 **"Mobile App"** means the MyBlockSM app that you can download to your iPhone or Android device that allows you to access Mobile Banking with your Access Credentials.
- 2.15 **"Mobile Banking"** means the banking services offered through the Mobile App, including the Check-to-Card Service.
- 2.16 **"Mobile Device"** means a supportable device such as a cellular phone, smart phone, tablet or other mobile device that you use to access Online Banking or Mobile Banking and is web-enabled and allows Secure Sockets Layer (SSL) traffic capable of receiving text messages.
- 2.17 **"Online Banking"** means the banking services offered through the H&R Block website (www.hrblock.com), including but not limited to the Linked Accounts Service, the ability to obtain certain transaction history or other information for your Emerald Card or Emerald Advance, and the ability to make payments towards your Emerald Advance.
- 2.18 **"Payee"** is the person or entity to which you wish a payment to be directed.
- 2.19 **"Services"** means the services provided in Online Banking and Mobile Banking, and any other related services we make available to you (or, individually, a "Service," as indicated by the context). Not all Services are available through both the Online Banking and Mobile Banking channels.
- 2.20 **"Text Alerts Service"** means the Service by which you can opt in to receive text alerts on your Mobile Device of certain activity on your Emerald Card at a phone number you provide.
- 2.21 **"We," "Us," or "Bank"** means Pathward, together with certain of its third-party service providers (including program manager Emerald Financial Services, LLC), as applicable.
- 2.22 **"You" and "Your"** refers to each person with authorized access to your Account through the Services.

3. The Services

- 3.1 **This Agreement.** By using the Services, you are agreeing to all terms and conditions in this Agreement. You represent that you are at least 18 years old (or 19 if you live in Nebraska or Alabama) and otherwise able to lawfully enter into this Agreement. You are responsible for all transactions you authorize using the Services under this Agreement.
- 3.2 **Your ability to use the Services.** You understand that the Services are provided to you for your convenience and at your request and that you are not required to use all or any of the Services. You understand that all Services may not be available to you at all times and that certain restrictions may apply to your use of the Services. We are not responsible for any errors or delays in your ability to use the Services. We reserve the right to limit the types and number of Accounts eligible for the Services. We also reserve the right to refuse to make any transaction you request. The Services may not be available outside the United States and your access of the Services outside the United States is at your own risk.
- 3.3 **Your other agreements with Us and our service providers.** This Agreement supplements the terms and conditions of your Account to which you have previously agreed or agree to in the future, including the Cardholder Agreement for the Emerald Card, the Emerald Advance Terms & Conditions, and the Emerald Advance Loan Application and Agreement. Your Account will continue to be subject to the agreements that otherwise govern them. If this Agreement conflicts with any Account agreement, the Account agreement will control. Additionally, each Account will be subject to the following:

- any separate terms and conditions governing a particular Service;
- the instructions appearing on a screen when using a Service;
- our rules, procedures and policies applicable to each Account;
- the Pathward Privacy Notice;
- the rules and regulations of any funds transfer system used in connection with the Services; and
- any applicable laws and regulations.

Your use of the Services is also governed by H&R Block's Online Services Agreement and the Mobile App Privacy Notice, as applicable to the Services.

3.4 Your other agreements with third parties. You agree that you remain subject to any agreement you have with an unaffiliated third party when using the Services, including but not limited to your mobile or online service providers. You understand that those agreements may impose certain fees, limitations and restrictions which might impact your use of the Services, such as data usage or text messaging charges imposed on you by your mobile service provider. It is your responsibility to determine if your third-party agreements impose such fees, limitations and restrictions, and to the extent they do, you agree that you are solely responsible for those fees, limitations and restrictions. You agree that only your mobile and online service providers are responsible for their products and services and that you will resolve any issues or problems directly with the provider without involving us.

3.5 Protecting your Account

(A) User security. You agree to take every reasonable precaution to ensure the safety, security and integrity of your Account and transactions when using the Services. You agree you will not leave your computer unattended while accessing the Services, and you will not allow or configure your computer to save your user name and password. You agree to completely log out when you are finished using the Services.

(B) Access Credentials. By enrolling in the Service and initiating transfers from your Account using your Access Credentials, you acknowledge and agree that it is commercially reasonable for us to verify the authenticity of a funds transfer order by receipt of your Access Credentials. You agree to be bound by instructions verified with your Access Credentials, whether authorized or unauthorized, unless you have given us prior notice of possible unauthorized use of your Access Credentials and we had a reasonable opportunity to act on such notice.

(C) Security of your Access Credentials. Your Access Credentials are used to gain access to the Services and should be kept confidential at all times. You are responsible for preserving the confidentiality of your Access Credentials, Account numbers and other Account data. If you make this information available to others, you are responsible for all transactions completed by those persons.

We recommend that you change your password regularly, and that you memorize it and do not write it down.

3.6 Your Equipment

(A) Your use of the Services with your Equipment. You represent that you are an authorized user of your Equipment. You understand that you must use the Services with Equipment that you select, and that some or all of the Services may not work with the Equipment you choose to use. It is your responsibility to make sure you can properly use your Equipment and to determine if your Equipment will support your use of the Services. You understand that your use of the Services is dependent on certain factors beyond our control, such as factors affecting your wireless carrier provider or the carrier settings on your Mobile Device. We do not guarantee the availability of the

Services or successful delivery of any particular Service, including Account Alerts. We are not responsible for your Equipment or the availability of the services provided by your online or mobile carrier, such as data outages or "out of network" issues.

(B) **Viruses.** You understand that your Equipment may be susceptible to viruses, worms, malware, or other malicious programs that could result in damage to you, such as harm to your Equipment or your personal information being intercepted by a third party. You are responsible for ensuring the Equipment you use is free from any such programs, and you agree that we are not responsible or liable for any such programs. You agree you will not send us any such program, access the Services with any Equipment containing any such program, or engage in any activity that could have a harmful effect on the Services.

(C) **Your responsibility to maintain security on your Equipment.** You understand that certain Services we offer, such as Account Alerts, allow you to access certain information on your Equipment without logging in to Online Banking or Mobile Banking. Once you opt in to any such Service, you are responsible for keeping any personal information on your Equipment secure. You should take all reasonable steps to keep this information secure, such as enabling the security features on your Equipment. If your Equipment is lost or stolen, or if your online or mobile service provider changes, you agree to take reasonable steps to protect this information. These steps include contacting us as soon as possible and logging in to Online Banking and cancelling the Text Alerts Service or Email Alerts Service.

3.7 **User conduct.** You are responsible for your use of the Services and all transactions and activity that you authorize through the Services. You certify to us and agree that your use of the Services will not in any way, directly or indirectly, violate applicable law, including 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 or any other agreement to which you are bound. You also agree not to make commercial use of the Services or resell, lease, rent, or distribute access to the Services.

3.8 **Fees for the Services.** We do not charge a monthly or other fee for accessing Online Banking or Mobile Banking, although there are fees for your use of certain Services, as described below in this Agreement and your Account agreements. All other fees which have been separately disclosed to you in connection with your Account will continue to apply to that Account and to the Services. We may begin charging a fee for a Service at any time even if we did not do so previously. Your use of the Services can also result in fees being charged by third parties, such as data fees charged by your wireless carrier.

3.9 **Assumption of Risk.** You understand and accept all risk associated with your use of the Services to the maximum extent permitted by applicable law and this Agreement. We are not and will not be responsible for losses caused by your failure to properly use the Services, for any error or delay in your ability to access any Service, any cost of upgrading your Equipment to remain current with the Service, or any damage to your Equipment or the data therein.

3.10 **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, THE SERVICES ARE 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 COST, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INCLUDING ATTORNEYS' FEES AND LOST PROFITS, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES) CAUSED BY THE SERVICES 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 SERVICES ON YOUR EQUIPMENT, INCLUDING YOUR COMPUTER OR MOBILE DEVICE.

- 3.11 Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree, to the extent permitted by applicable law, to indemnify, defend and hold harmless Pathward and our third-party service providers (including Emerald Financial Services, LLC), as well as our or 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 liabilities, damages, expenses and costs (including attorneys' fees) arising from third-party claims, disputes, actions or allegations, including those related to infringement, misuse, or misappropriation of information or otherwise, in connection with your use of the Services, your violation of any law or rights of a third party, or related activity.
- 3.12 Modification of the Services.** We may modify the Services from time to time in our sole discretion. Features within Mobile Banking and Online Banking are subject to change without notice. We may revise the limits on type, frequency and amount of transfers for security purposes and may change or impose limits without notice. In the event of modifications, you are responsible for making sure you understand how to use the Services as modified. You may agree to or reject the changes by continuing or discontinuing, respectively, your use of the Services. We may also offer additional Services and features from time to time. Any added Services and features will be governed by this Agreement and by any terms and conditions provided to you at the time when you use the new Service or feature.
- 3.13 Termination of the Services.** We reserve the right to suspend or terminate the Services in whole or in part at any time with or without cause and without prior written notice to you, except as required by law. We may (but are not obligated to) suspend your use of the Services in our sole discretion, such as in the case of suspected fraudulent activity. If you provide us with 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 yet made. Termination of your use of the Services does not affect your obligations under this Agreement.
- 3.14 How to Contact Us Regarding the Services.** You agree to contact us via telephone or mail rather than email for inquiries relating to the Services or your Accounts. To contact us by phone, call 1-866-353-1266. To contact us by mail, write to us at: Pathward, N.A., c/o Emerald Financial Services, P.O. Box 10170, Kansas City, MO 64171.
- 3.15 Services Availability.** We use commercially reasonable efforts to make the Services available for your use with minimal interruptions. However, the Services may be temporarily unavailable for system maintenance. In addition, access to the Services may be interrupted because of conditions beyond our control, including outages in Internet or telecommunications availability. We will use commercially reasonable efforts to reestablish the Services in those instances, but we do not guarantee the Services will always be available for your use. We do not guarantee functionality of the Services on any Mobile Device or through all web browsers, on all communications networks, in all geographic regions, or at all times. In no event will we be liable to you for unavailability of the Services or your inability to access the Services or particular functions within a Service.

4. Available Services

- 4.1 Access.** To use Online Banking or Mobile Banking, you must first set up your Access Credentials and complete a verification process. Once completed, you may use the Services to obtain certain information about your eligible Accounts. For example, you may be able to obtain your Account balance, access certain transaction history and statements, and other limited information. You may access certain Services related to your eligible Emerald Card or Emerald Advance through either Mobile Banking or Online Banking.
- 4.2 Transfers.** The following categories of transfers may be made via the Services. You must have sufficient funds available in the selected Account at the time the transfer is initiated. We do not generally approve

transfers that we know will exceed your available balance, however, you will be responsible for any transfers that do exceed your available balance.

- (A) **Transfers between Pathward Accounts.** You may use the Services to transfer funds between your eligible Pathward Accounts, including but not limited to making payments from your Emerald Card Account to your Emerald Advance.
 - (i) **Separateness of Accounts.** Each of your Accounts is a separate account and you must take affirmative steps to transfer money between them or make payments from one toward the other. Your Emerald Card Account does not directly access your Emerald Advance, therefore you may never directly access Emerald Advance by using your Emerald Card to make a transaction.
 - (ii) **Fees.** We do not charge a fee for transfers between Pathward Accounts.
- (B) **Transfers from third-party accounts to Pathward Accounts.** You may also be able to transfer funds from accounts at another financial institution to your Pathward Account.
 - (i) **Linked Accounts.** The Linked Accounts Service is the service available through Online Banking by which you may transfer funds from a checking account at another financial institution and load those funds to your Card Account via the ACH network.
 - (a) **Use of Linked Accounts.** To use the Linked Accounts Service, you must provide the account number and routing transit number associated with your checking account at another financial institution and complete the verification process.
 - (b) **Linked Accounts Limits.** Transfers using the Linked Accounts Service are subject to the limits described in Section 5.4.
 - (c) **Linked Accounts Fees.** We do not charge any fee for transfers using the Linked Accounts Service. However, you should check with your other bank for any of its applicable limits or fees.
 - (d) **Timing.** Your funds may not be available in your Card Account for up to four (4) Business Days after the scheduled transfer is initiated.
- (C) **Emerald Advance Payments.** You may use Online Banking to make payments toward your Emerald Advance by providing the debit card number associated with the payment account. We reserve the right to reject any payment made in excess of the outstanding balance on your Emerald Advance.

- 4.3 **Check-to-Card.** The Check-to-Card Service is a Service within Mobile Banking. The Check-to-Card Service is not a service provided by Pathward; rather, it is a third-party service provided by Ingo Money, Inc. and Sunrise Banks, N.A. and enables you to convert paper checks to electronic checks, negotiate them electronically, and load the proceeds to your Card Account.

The Check-to-Card Service is governed by the Sunrise Banks, N.A. and Ingo Money, Inc. Ingo Money Service Terms and Conditions (the "[Check-to-Card Service Terms](#)") as well as Ingo's Privacy Policy. Please refer to the Check-to-Card Service Terms for full information on the Check-to-Card Service, including important information on limits and fees. Please note that fees apply for "Funds in Minutes" transactions, as described in Section 5.5, the Emerald Card Cardholder Agreement, and the Check-to-Card Service Terms.

- 4.4 **Account Alerts.** Account Alerts may include both the Text Alerts Service and the Email Alerts Service. You can sign up for Account Alerts in Online Banking.
- (A) **Text Alerts.** The Text Alerts Service allows you to opt in to receive text alerts on your Mobile Device relating to certain activity on your Emerald Card.
- (i) **Authorization.** By opting into the Text Alerts Service, you are asking us to send you text messages about certain activity on your Emerald Card and/or your Emerald Card Account at the phone number you provide. You understand that the Text Alerts Service depends on sending and receiving text messages and may involve an automated dialing system. You may opt for alerts when funds are added, when funds are removed, and/or when signature transactions occur based on criteria you select. You may also request your Emerald Card balance at any time by texting "BAL" to 58084. We will not respond to text messages sent to us that do not comply with appropriate action codes. You represent that any phone number you provide is yours, and you agree to inform us immediately if the phone number you have provided us changes.
- (B) **Email Alerts.** The Email Alerts Service enables you to receive email alerts relating to certain activity on your Emerald Card.
- (i) **Authorization.** By opting into the Email Alerts Service, you are asking us to send you email messages about certain activity on your Emerald Card and/or Card Account at the email address you provide. You understand that the Email Alerts Service requires that you receive email messages. You may opt for alerts when funds are added, when funds are removed, and/or when signature transactions occur based on criteria you select. You represent that any email address you provide is yours, and you agree to inform us immediately if the email address you have provided us changes.
- (C) **Your obligation to maintain security.** You understand that each Account Alert is sent to you without being encrypted and will include certain information about your Card Account. You should enable the security features on your Equipment, because anyone who has access to your Equipment may be able to view your Account Alert.
- (D) **Assumption of Risk.** You understand that Account Alerts are intended as a convenience and courtesy to you. An Account Alert does not constitute an official record for the Card Account to which it pertains. Account Alerts are not a complete transaction history and will not include all transactions related to your Card Account, such as certain fee transactions or transactions related to the Emerald Card of a joint cardholder. Although we will attempt to send you an Account Alert based on the criteria you select, you understand that in certain circumstances, such as network outages or depending on carrier settings, you may not receive the Account Alert. You agree that we are not responsible for any non-delivery, delayed delivery, or misdirection of any message; inaccurate or incomplete content in any message; or your reliance on any message.
- (E) **Fees for Account Alerts.** We do not charge a fee for Account Alerts, although your use of Account Alerts may result in fees charged by third parties, such as text messaging or data rates charged by your wireless carrier.

5. ELECTRONIC FUND TRANSFER ACT DISCLOSURES

This Section 5 applies to your use of Services as it relates to your Card Account pursuant to Regulation E. Regulation E applies to certain types of electronic fund transfers you can make from or to 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 Access

Credentials, Emerald Card, Emerald Card number, or Personal Identification Number ("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.

- 5.1 Consumer liability for unauthorized transfers.** Tell us AT ONCE if you believe your Access Credentials, Emerald Card, Emerald 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 Access Credentials, Emerald Card, Emerald Card number, or PIN, you can lose no more than \$50 if someone used your Access Credentials or Emerald Card without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, Emerald Card, Emerald Card number, or PIN, and we can prove we could have stopped someone from using your Access Credentials or Emerald 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.

- 5.2 Contact in event of unauthorized transfer.** If you believe your Access Credentials, Emerald Card, Emerald 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.

- 5.3 Business Days.** For purposes of these disclosures, our Business Days are Mondays through Fridays, excluding federal holidays, even if we are open.

- 5.4 Transfer types and limitations.**

(A) Account access. You may use your Access Credentials to:

- Transfer funds between your Card Account and your other Accounts at Pathward.
- Transfer funds from a checking account you own at another financial institution to your Card Account.

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

(B) Limitations on frequency of transfers.

- (i)** The maximum number of transfers you can make using the Linked Accounts Service is one (1) transfer every five (5) Business Days.
- (ii)** 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 Emerald Card or Access Credentials per day for each transaction type.

(C) Limitations on dollar amount of transfers.

- (i)** The maximum amount of money you may transfer using the Linked Accounts Service per request is \$500.00. The maximum amount of money you may transfer using the Linked Accounts Service per month is \$2,500.00.
- (ii)** 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 Emerald Card or Access Credentials.

5.5 Emerald 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 and may be subject to change without notice. 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	
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	\$3.50	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	1.5%	Of the withdrawal amount. 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	\$1.00	This is our fee. You may also be charged an additional fee by the ATM operator.
Other		
ATM decline	\$0	
Inactivity	\$9.95	You will be charged \$9.95 each month after you have not completed a transaction 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)	\$15.00	

Your funds are eligible for FDIC insurance on a pass-through basis, subject to applicable limitations, restrictions, and requirements for such FDIC pass-through insurance. Your funds will be held at Pathward, an FDIC-insured institution, or placed by Pathward as custodian of your funds at one or more FDIC-insured Program Banks. In either event, your funds are insured up to \$250,000 by the FDIC if the institution holding them fails. See Section 4 of your Cardholder Agreement for more information. See also fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Customer Service 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.

- 5.6 **ATM fees.** When you use an ATM to make a withdrawal, we charge a \$3.50 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 Emerald Card and Card Account fees in Section 5.5 above for details.
- 5.7 **Confidentiality.** We will disclose information to third parties about your Card Account or the transfers you make:
- (A) where it is necessary for completing transactions;
 - (B) in order to verify the existence and condition of your Card Account for a third party, such as a credit bureau or merchant;
 - (C) in order to comply with government agency or court orders;
 - (D) if you give us your written permission;
 - (E) 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
 - (F) otherwise as necessary to fulfill our obligations under this Agreement or as permitted by applicable law.

- 5.8 **Documentation.** 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.

- 5.9 **Preauthorized payments.**

- (A) **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.
- (B) **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.
- (C) **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.

- 5.10 **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:
- (A) If, through no fault of ours, you do not have enough money in your Card Account to make the transfer.
 - (B) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
 - (C) If the Payee rejects or returns the payment for any reason.
 - (D) If your equipment, software, or any communication link is not working properly.

- (E) If you have provided us incorrect information about the Payee you wish to pay.
- (F) If access to your Emerald Card has been blocked after you reported your Emerald Card lost or stolen.
- (G) If there is a hold on your funds, or if they are subject to legal process or other encumbrance restricting their use.
- (H) If we have reason to believe the requested transaction is unauthorized.
- (I) 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.

5.11 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 Emerald 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 Card 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.

6. ARBITRATION IF A DISPUTE ARISES ("Arbitration Agreement")

6.1 Scope of Arbitration Agreement. You and the Covered Parties agree that all disputes and claims between you and the Covered Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below.

- (A) All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of and compliance with Sections 6.2, 6.4, and 6.6 below, shall be decided by a court and not an arbitrator.

- (B) The terms “Covered Parties” or “we” or “us” in this Arbitration Agreement include Pathward, HRB Digital LLC, Emerald Financial Services, LLC, along with their predecessors, successors, and assigns, and each of the past, present, and future direct or indirect parents, subsidiaries, affiliates, officers, directors, agents, employees, and franchisees of any of them.
- (C) As an alternative to arbitration, you and the Covered Parties agree, to the fullest extent permitted by applicable law, that either party may file and pursue an individual action in an appropriate small claims court, as long as the action is brought and maintained as an individualized claim both in that court and on any appeal to an applicable court, and the relief sought by the claimant at all times falls within the jurisdiction of the small claims court. If the action satisfies the requirements of federal subject-matter jurisdiction, the defendant in the action may remove the action to federal court, and you and the Covered Parties agree that such an action shall then be resolved in arbitration in accordance with this Arbitration Agreement instead of in that federal court.

Arbitration Agreement Opt Out: You may opt out of this Arbitration Agreement within 30 days after you accept this Agreement by filling out the form at www.arbitrationoptout.com/bank or by sending a signed letter to Pathward Arbitration Agreement Opt Out, P.O. Box 5846, Kansas City, MO 64171. The letter should include your printed name, address, the last four digits of your Social Security Number, and the words “Arbitration Agreement Opt Out.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

6.2 Commencing Arbitration. You or we may commence an arbitration proceeding only if you and we do not reach an agreement to resolve the dispute or claim during the Informal Resolution Period (defined below).

- (A) **Pre-Arbitration Notice of Dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute (“Notice”) to the other party. The Notice to the Covered Parties should be addressed to: EFS-Legal Department, Attention: Notice of Dispute, 1301 Main Street, Kansas City, MO 64105. The Notice to you will be sent to the last known address on file with the Covered Parties. The Notice must be on an individual basis and include all of the following: (1) the claimant’s name, address, telephone number, e-mail address, and last four digits of Social Security Number; (2) the nature or basis of the dispute or claim; (3) the specific relief sought; and (4) the claimant’s signature.
- (B) **Informal Settlement Conference.** After the Notice containing all of the information required above is received, within 60 days either party may request an individualized discussion (by telephone or videoconference) regarding informal resolution of the dispute (“Informal Settlement Conference”). If timely requested, the parties will work together in good faith to select a mutually agreeable time for the Informal Settlement Conference. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing. Any counsel representing you or us may also participate; however, if you have retained counsel, federal law and regulations may require a signed consent form from you to authorize certain Covered Parties to disclose your confidential tax and account records to your counsel. Any applicable statute of limitations will be tolled for the claims and relief set forth in the Notice during the period between the date that either you or we send the other a fully complete Notice, until the later of (1) 60 days after receipt of the Notice; or (2) if a Settlement Conference is timely requested, 30 days after completion of the Settlement Conference (the “Informal Resolution Period”). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed, except as provided by applicable law.

(C) **Enforcement of Pre-Arbitration Requirements.** The Notice and Informal Settlement Conference requirements are essential so that you and we have a meaningful chance to resolve disputes informally before proceeding to arbitration. A court will have authority to enforce this Section 6.2, including the power to enjoin the filing or prosecution of an arbitration or the assessment of or demand for payment of fees in connection with an arbitration, if the party who intends to seek arbitration does not first provide a fully complete Notice and participate in a timely requested Informal Settlement Conference. In addition, unless prohibited by applicable law, the arbitration administrator shall not accept, assess or demand fees for, or administer an arbitration commenced during the Informal Resolution Period.

6.3 **How arbitration works.** Arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its then-current Consumer Arbitration Rules and, if applicable, the then-current AAA Mass Arbitration Supplementary Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on AAA’s website, www.adr.org. The AAA modifies the AAA Rules from time to time. If AAA is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or the court shall select, another arbitration provider. Unless the parties agree otherwise, any arbitration hearing shall take place in the county of your residence. Except for a ruling on the basis of a dispositive motion, unless the parties agree otherwise, the arbitrator will conduct the arbitration hearing by telephone, videoconference, or in person. The arbitrator will be either a retired judge or an attorney specifically licensed to practice law in the state of your residence and selected by the parties from the arbitration provider’s national roster of arbitrators. The arbitrator will be selected using the following procedure: (1) the arbitration provider will send the parties a list of five candidates meeting this criteria; (2) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the arbitration provider within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (3) the arbitration provider shall appoint as arbitrator the candidate with the highest aggregate ranking; and (4) if for any reason the appointment cannot be made according to this procedure, the arbitration provider will provide the parties a new list of five candidates meeting the above criteria until an appointment can be made. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences, as well as the arbitration hearing, by telephone, videoconference, or in person. Either party may file a motion to dismiss and/or a motion for summary judgment. The arbitrator shall set a briefing schedule for such motion(s) upon the request of either party. Both parties shall have the right to discovery in support of their claims and defenses. Discovery shall consist of an exchange of all documents and exhibits that the party intends to use at the hearing in support of that party’s claims and defenses, as well as a list of witnesses intended to testify at the hearing, along with the subjects of their anticipated testimony. The arbitrator may allow limited and reasonable additional discovery to the extent the arbitrator deems necessary to provide for a fundamentally fair process, with consideration to the expedited nature of arbitration and the need to ensure that the cost and burden of discovery is commensurate with the amount in controversy. To the extent allowed by applicable law, the arbitrator may impose any sanction available under the AAA Rules, the standards set forth in Federal Rule of Civil Procedure 11, or applicable federal or state law against any appropriate represented party or counsel.

6.4 **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, the arbitrator’s rulings or any relief granted must be individualized to you and shall not apply to or 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, after exhaustion of all appeals, a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must remain in court and be severed from any arbitration. No arbitration shall proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

6.5 Arbitration Fees. Payment of all filing, administrative, case-management, arbitrator, and hearing fees will be governed by AAA Rules, but if you inform us that you cannot afford to pay your share of the fees, we will consider advancing those fees to the AAA on your behalf and will do so if required by applicable law. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration (regardless of who wins) so long as (i) you complied with the requirements in Sections 6.2 and 6.4 above and Section 6.6 below, and (ii) neither the substance of your claim nor the relief you sought was determined to violate the standards set forth in Federal Rule of Civil Procedure 11(b); if these conditions are not met, the payment of fees will be governed by AAA Rules and you agree to reimburse the Covered Parties for all fees advanced on your behalf.

6.6 Arbitration of Similar Claims by Claimants Represented by the Same or Coordinated Counsel. If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the cases are submitted simultaneously), the AAA's then-current Mass Arbitration Supplementary Rules, as modified by this Arbitration Agreement, shall apply, and all of the claims must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved during the Informal Resolution Period. You agree to this process even though it may delay the arbitration of your claim. You and the Covered Parties each agree to notify the AAA if the conditions for applying the provisions in this section 6.6 have been satisfied. In the first stage, each side shall select 15 claimants (30 claimants total) whose claims will be filed in arbitration and resolved individually by different arbitrators, with each claimant's claim assigned to an arbitrator from the claimant's home state. In the meantime, no other claims may be filed in arbitration, and the AAA shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this section. Unless otherwise agreed by the parties in writing, each claimant whose claim is selected for a bellwether proceeding shall file an arbitration demand within 30 days after being selected. The arbitrators are encouraged to resolve the claims within 120 days of appointment or as swiftly as possible, consistent with principles of fundamental fairness. If the remaining claimants' claims are unable to be resolved after the conclusion of the first stage bellwether proceeding, the process will be repeated until all claims are resolved through settlement or arbitration, with two alterations. First, each side shall select up to another 50 claimants (100 claimants total). Second, arbitrators who were previously assigned arbitrations may be appointed to new arbitrations to the extent required if the AAA does not have a sufficient number of arbitrators available. If any claims remain after the second stage, the second stage process will be repeated until all claims are resolved through settlement or arbitration, except that a total of 200 claimants may file claims each round (unless a higher number of claimants is mutually agreed upon in writing) and the appointment of the arbitrators shall be governed by the AAA rules rather than section 6.3 above.

If this Section 6.6 applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the beginning date of the Informal Resolution Period until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this Section 6.6, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations. To the fullest extent permitted by applicable law, if this section 6.6 applies to a Notice, you and the Covered Parties agree that any of the claimants or the Covered Parties may bring a single court proceeding to enforce the requirements of this Arbitration Agreement, including the

interpretation of and compliance with Sections 6.2 and 6.6, as to all of the claims that qualify as similar claims under this Section 6.6.

6.7 Other terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, both the procedural and substantive provisions of the Federal Arbitration Act and other applicable federal law. For the avoidance of doubt, the parties agree that the provisions of the California Arbitration Act, including but not limited to California Code of Civil Procedure Sections 1281.2(c), 1281.97, 1281.98, and 1281.99, shall not apply. If the FAA does not apply to a particular dispute or to one or both parties, the parties stipulate and agree that the Delaware Arbitration Act will apply. Except as set forth above in Section 6.4, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law. Notwithstanding any provision in this Agreement to the contrary, the Covered Parties will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change by following the directions provided. Rejection of any future change will not impact this or any prior Arbitration Agreement to which you have agreed.

7. General Provisions Relating to this Agreement

7.1 Modification and Termination of this Agreement. Except for the Arbitration Agreement in Section 6, we may modify or terminate this Agreement at any time without notice to you, except to the extent notice is required by law. When we make changes, we will update this Agreement and post the revised Agreement within Online Banking and/or Mobile Banking, unless an immediate change is necessary to maintain the security of our systems. You may agree to or reject changes by continuing or discontinuing your use of the Services.

7.2 Severability. Except as provided in the Arbitration Agreement in Section 6, if any provision of this Agreement is found to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement will remain operative and in full force and effect.

7.3 Assignment. We may assign this Agreement, as well as certain of our rights and obligations under this Agreement, to our affiliates, service providers, or third parties. Your rights and obligations under this Agreement may not be assigned.

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

7.5 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.

7.6 Choice of Law. Except for the Arbitration Agreement in Section 6, this Agreement will be governed by federal law or, to the extent state law applies, the law of the state of South Dakota (without regard to the laws regarding conflicts of laws).