H&R BLOCK EMERALD ADVANCE TERMS AND CONDITIONS

The H&R Block Emerald Advance[®] line of credit ("Emerald Advance") is an open-end line of credit provided by H&R Block Bank (the "Bank"), Member FDIC, to customers with an H&R Block Emerald Prepaid MasterCard[®] (an "Emerald Card") and related card account (a "Card Account"). Your most recent application and these Terms and Conditions (collectively, the "Agreement") constitute the agreement that governs your Emerald Advance.

In these Terms and Conditions, "you" and "your" mean the person shown on the application who applied to the Bank for an Emerald Advance. "We," "our" and "us" mean the Bank, and its successors and assigns. "H&R Block" means HRB Tax Group, Inc. and its current or former subsidiaries and affiliates, as well as the successors, agents, assigns, and franchisees of any of them, as applicable. The individual assisting you with your application is acting as an agent of, or under the instruction of an agent of, the Bank. The Bank may sell, participate or otherwise transfer all or a portion of your Emerald Advance and the Bank's rights and duties relating to your Emerald Advance to third parties, including our affiliates, without notice to you or your consent.

In order to obtain an Emerald Advance, you are required to have or open a Card Account at the Bank. If a conflict exists between this Agreement and the terms and conditions of your Card Account, this Agreement controls. Please read this Agreement carefully and contact us with any questions.

IMPORTANT INFORMATION

- Section 326 of the Federal USA PATRIOT Act requires all financial institutions to verify the identity of any person seeking to open an account. This law mandates that we verify certain information about you while processing your application.
- We may request additional information or use outside sources to confirm information provided in your application.
- By submitting this application for credit and the personal information it contains, you are instructing us to evaluate and take action on your application. You agree that your instructions to us include your consent to share your application and personal information with H&R Block and non-affiliated third parties, who assist us in our evaluation.
- You understand and agree that the Bank may request your credit report from a consumer reporting agency. If your credit report is obtained, your credit history and information will be an underwriting factor in the approval or denial of this credit request. You further understand that this credit report access will result in a credit inquiry on your credit report. We may report information concerning your performance under this Agreement to credit reporting agencies.
- We may keep your application regardless of whether credit is approved. Information you provide is protected by our privacy policy and Federal law.

DETERMINING YOUR CREDIT LIMIT; QUALIFICATION METHODS; RESTRICTIONS ON ADVANCES

We may, at our option, establish a promotional period from time to time (a "Promotional Period"). There is a Promotional Period from November 24, 2014 to January 15, 2015. If you apply and are approved for an Emerald Advance (or a temporary increase in the credit limit on your existing Emerald Advance) during a Promotional Period, then your credit limit is determined as described under the heading Promotional Period below. Otherwise, your credit limit will be determined by the method you use to meet the qualification requirements for continued use of your Emerald Advance. You agree to qualify (if you have not already done so) by one of the methods described below to maintain your Emerald Advance by April 1, 2015. If we approve your application, we will notify you whether you are eligible for the Unsecured Method, the Savings Secured Method or the Partial Savings Secured Method. Everyone approved for an Emerald Advance is eligible to qualify using the Savings Secured Method. If you do not qualify under one of the methods by April 1, we may terminate your Emerald Advance.

- Promotional Period. NOTE: The terms in this Section, including your credit limit, apply only to an Emerald Advance opened during a Promotional Period or if you apply for and are approved for a temporary increase in the credit limit on your existing Emerald Advance during a Promotional Period. Terms, including your credit limit, for an Emerald Advance opened outside of a Promotional Period are discussed after this Section. If you apply and are approved for an Emerald Advance (or a temporary increase in the credit limit on your existing Emerald Advance) during a Promotional Period, your promotional credit limit or temporary credit limit increase will be up to \$1,000 through the following February 15. We will disclose your credit limit to you when we approve your application. You will be eligible to draw from the Emerald Advance immediately even if a qualifying deposit to your Emerald Savings Account has not yet been made. The credit limit on your Emerald Advance will be subject to the annual Resting Period beginning on January 27 annually, and the outstanding balance of your Emerald Advance (including fees and accrued finance charges) must be paid down to zero by February 15 annually. Thereafter, to remain eligible for the Emerald Advance, unless you have been notified that you qualify under the Unsecured Method, you must qualify under either the Savings Secured Method or the Partial Savings Secured Method.
- Savings Secured Method. If you qualify under the method described in this paragraph (the "Savings Secured Method"), your credit limit will be the amount you select between \$350 and \$1,000, assuming you have made a deposit to your savings account at the Bank (an "Emerald Savings Account") that equals at least the amount of your selected credit limit. To qualify under the Savings Secured Method, you must both deposit and maintain at least \$350 in your Emerald Savings Account and select the amount of your credit limit by either designating the amount of your credit limit at an H&R Block tax office, or by contacting us at the number on the back of your Emerald Card. You may

select a credit limit equal to all or part of the amount you have on deposit in your Emerald Savings Account, but your credit limit may not be less than \$350 or more than \$1,000. For example, if you deposit \$500 to your Emerald Savings Account, you may elect to set your credit limit between \$350 and \$500. You may increase your credit limit by contacting us at the number on the back of your Emerald Card, but your credit limit may not exceed the lesser of the amount you have on deposit in your Emerald Savings Account or \$1,000. Except to make a payment on your Emerald Advance, you may not withdraw funds from your Emerald Savings Account if the remaining balance in your Emerald Savings Account after that withdrawal would be less than the credit limit on your Emerald Advance. You may direct the Bank to reduce your credit limit to an amount equal to your outstanding balance (including fees and accrued finance charges), but not less than \$350 (or terminate your Emerald Advance if you have no outstanding balance).

- Partial Savings Secured Method. If you are eligible for and qualify under the method described in this paragraph (the "Partial Savings Secured Method"), your credit limit will be \$350, assuming you have made a deposit of at least \$150 to your Emerald Savings Account. To qualify under the Partial Savings Secured Method, you must both deposit and maintain at least \$150 in your Emerald Savings Account and select the Partial Savings Secured Method by either designating this method at an H&R Block tax office, or by contacting us at the number on the back of your Emerald Card. Except to make a payment on your Emerald Advance, you may not withdraw funds from your Emerald Savings Account if the remaining balance in your Emerald Savings Account after that withdrawal would be less than \$150.
- Unsecured Method. The Unsecured Method is only available to those accountholders who have been advised of their eligibility for the Unsecured Method. If you are eligible for the Unsecured Method, you do not need to take any further action to qualify under the Unsecured Method.

If you are eligible and qualify under more than one method, you must contact the Bank to request a change from one method to the other method, in which event the change will take effect within seven days.

OBTAINING ADVANCES

You may request advances from time to time on your Emerald Advance by the following methods:

- During a Promotional Period, by requesting an advance at the time you apply for the Emerald Advance (or at the time you apply for a temporary increase in the credit limit on your existing Emerald Advance) at a participating H&R Block tax office.
- If you enroll in our optional automatic payment plan (described below) at the time of your application, you may schedule a second advance on your Emerald Advance at that time. The second advance will be available to you the next day.
- By calling the telephone number on the back of your Emerald Card, and following the instructions.

 By downloading the Emerald Card Mobile Banking AppTM, and following the instructions.

If you are not in default, we will honor your advance requests up to the amount of your available credit limit, although we reserve the right to limit the amount of any individual advance. You may request advances as often as you like. However, your total outstanding balance (including the annual fee, but excluding other fees and accrued finance charges) may not exceed your credit limit. The proceeds of each advance will be loaded onto your Card Account. You may not access your Emerald Advance during the Resting Period (*i.e.*, between January 27 and February 15 of each year however, if January 27 falls on a Sunday or Monday, the start of the Resting Period will begin January 25 or January 26 respectively).

ANNUAL RESTING PERIOD

The Emerald Advance is designed to meet your short-term credit needs. To ensure that you are not relying on the Emerald Advance as a means of satisfying long-term credit needs, between January 27 and February 15 of each year the Emerald Advance will be subject to a resting period (the "Resting Period"). However, if January 27 falls on a Sunday or Monday the start of the Resting Period will begin January 25 or January 26, respectively. During each annual Resting Period you may not obtain advances on your Emerald Advance, unless you currently qualify under the Unsecured Method, the Savings Secured Method, or the Partial Savings Secured Method. During the Resting Period, however, you may continue to use the proceeds of earlier advances loaded on your Emerald Card. In addition, you must pay down to zero the outstanding principal balance of your Emerald Advance, plus fees and accrued finance charges, by the end of each annual Resting Period (i.e., by February 15). After the end of each annual Resting Period (i.e. beginning on February 16), you may again obtain advances on your Emerald Advance if you are eligible for and qualify under the Unsecured Method, the Savings Secured Method or the Partial Savings Secured Method.

AGREEMENT TO REPAY ADVANCES, FINANCE CHARGES AND OTHER CHARGES

You agree to pay all amounts you owe us in accordance with the terms of this Agreement.

Periodic Interest. You agree to pay a finance charge in the form of periodic interest on the outstanding principal balance of, and the amount of the annual fee advanced against, your Emerald Advance. Periodic interest is determined each billing cycle by multiplying the Average Daily Balance of your Emerald Advance (including current transactions) by the applicable Daily Periodic Rate identified below by the number of days in the billing cycle. The Daily Periodic Rate depends on which method you have used to satisfy the qualification requirements for an Emerald Advance (the Savings Secured Method, the Partial Savings Secured Method or the Unsecured Method). If you have qualified during a Promotional Period or if you have not otherwise qualified under the Savings Secured Method. the Partial Savings Secured Method or the Unsecured Method, the Daily Periodic Rate will be calculated in

accordance with the Unsecured Method. If you change your qualification method during a billing cycle, the applicable Daily Periodic Rate will change effective as of the first day of that billing cycle.

Qualification Method	<u>Daily Periodic</u> Rate	Corresponding ANNUAL
		PERCENTAGE
		RATE
Unsecured Method	0.0986301%	36%
Partial Savings	0.0493151%	18%
Secured Method		
Savings Secured	0.0246575%	9%
Method		

To get the "Daily Periodic Rate," we divide the applicable corresponding Annual Percentage Rate by 365. The Annual Percentage Rate is a measure of the cost of credit, expressed as a yearly rate.

Balance Computation Method: To get the "Average Daily Balance," we take the beginning balance of your Emerald Advance account each day, add any new advances and subtract any principal payments or credits and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Grace Period. There is no grace period in which to repay your balance before a finance charge will be imposed.

- Annual Fee. You agree to pay an annual fee for your Emerald Advance of \$45 during the first year and \$30 in subsequent years. The \$30 annual fee in subsequent years only applies if you have qualified under the Unsecured Method, the Savings Secured Method or the Partial Savings Secured Method and have maintained uninterrupted access to your line of credit throughout the first year and each subsequent year. The first annual fee is due and payable when you are approved for an Emerald Advance and have an available credit limit. During a Promotional Period, this will generally be the day you apply for the Emerald Advance, so we will deduct the annual fee from your available credit limit at that time. We will collect the annual fee by taking an advance against the available credit on your Emerald Advance. If your Emerald Advance remains open, subsequent annual fees of \$30 per year will be assessed in the anniversary month of the month your first annual fee was assessed.
- Late Payment Fee. You agree to pay a late payment fee in the amount of \$7.50 for each payment due on your Emerald Advance that is not paid within 14 days after its due date. We agree not to assess you late payment fees exceeding \$37.50 in the aggregate in any calendar year.
- Returned Check Fee. If you use a check to make any
 payment for your Emerald Advance, and the financial
 institution on which the check is drawn dishonors or returns
 it unpaid for any reason, we may charge you a fee of \$20
 per returned check.

STATEMENTS

We will make monthly statements available to you which will show, as of approximately the 20th of each month (the "Statement Cut-off Date"), your Emerald Advance account information, including new advances, accrued finance charges, previous payments, your new balance and the Minimum Payment.

PAYMENT DUE DATE

Payment is due on or before the payment due date shown on your periodic statement. The payment due date will be approximately 25 days following the Statement Cut-off Date, or approximately the 15th of each month as disclosed on your statement. The "Minimum Payment" will be the greater of \$25 or 4 percent of the outstanding balance of your Emerald Advance. If your outstanding balance (including fees and accrued finance charges) is less than \$25, however, your Minimum Payment will be your total outstanding balance. You generally must pay at least the Minimum Payment every month, provided that, notwithstanding the amount of the minimum payment due shown on your January statement, you must completely pay down the Emerald Advance by February 15 of each year. You may elect to pay more than the Minimum Payment.

If the outstanding balance of your Emerald Advance (including the annual fee, but excluding other fees and accrued finance charges) exceeds your credit limit at any time, you must immediately pay down your balance so that it does not exceed your credit limit. If you have qualified by the Savings Secured Method you may also deposit additional funds to your Emerald Savings Account so that its balance equals or exceeds your Emerald Advance credit limit. If you have qualified by the Partial Savings Secured Method, you may deposit additional funds to your Emerald Savings Account so that its balance equals or exceeds \$150.

The outstanding balance of your Emerald Advance, including fees and accrued finance charges must be paid down to zero by the end of each annual Resting Period (*i.e.*, by February 15 of each year).

You may prepay your Emerald Advance in whole or in part at any time without penalty.

PAYMENT OPTIONS

You can make a payment on your Emerald Advance by mailing a check or money order to H&R Block Bank, PO Box 30040, Tampa, FL, 33630 -3040, by calling the number on the back of your Emerald Card to authorize a one-time transfer of money from your Card Account or your Emerald Savings Account to your Emerald Advance, or with your debit card or bank account by visiting www.myemeraldadvance.com. You may also make a payment (fees may apply) by visiting a MoneyGram location and using the MoneyGram Express Payment Service or visiting a 7-Eleven location and using the PayNearMe service. If paying by check or money order, to ensure that your payment reaches us by its due date, we suggest that you mail it at least 7 days before the payment is due. With respect to your first monthly Minimum Payment only, if we have not received your Minimum Payment by 5:00 p.m., Central time, on the date your

payment is due, you authorize us to make that payment on your behalf by: *first*, deducting available funds from your Card Account; *second* (if necessary), deducting available funds from your Emerald Savings Account; and *third* (if necessary), taking an advance against any available credit on your Emerald Advance. As stated above, this applies only to your first monthly payment. For all other monthly Minimum Payments, we will only make them on your behalf if you have elected, during the application process, to take advantage of the optional automatic payment plan described below.

The Bank offers an optional automatic payment plan that is a convenient way for you to make each monthly required Minimum Payment on your Emerald Advance and help you avoid late charges. You are not required to use the automatic payment plan to obtain an Emerald Advance – it is completely voluntary. If you would like to take advantage of this optional plan, you may elect to do so during the application process. By doing so, you authorize us to make each required Minimum Payment on your behalf by: first, deducting available funds from your Card Account; second (if necessary), deducting available funds from your Emerald Savings Account; third (if necessary), deducting available funds from other accounts that may be accessed through the Card; and fourth (if necessary), taking an advance against any available credit on your Emerald Advance. You may terminate this authorization by notifying us in writing at least three business days before the due date of your next required Minimum Payment.

If you are approved for an Emerald Advance outside of a Promotional Period, you hereby agree to make payment using one or more of the options described in this Payment Options Section and acknowledge and agree that use of the Alternative Payment Method (described below) which involves directing an Emerald Advance payment from your income tax refund or settlement product proceeds, as the case may be, is not available for any Emerald Advance opened outside of a Promotional Period.

ALTERNATIVE PAYMENT METHODS; EARLY REPAYMENT

You are not required to return to H&R Block for income tax preparation or to purchase a settlement product to be eligible for the Emerald Advance.

If you (1) return to H&R Block for income tax preparation, and (2) authorize the Internal Revenue Service and/or other taxing authority to direct your tax refund to a refund account at the Bank, then you authorize the Bank to deduct from a refund account an amount we reasonably estimate to be sufficient to pay the balance of your Emerald Advance to zero, whether or not you are otherwise required at that time to pay the balance of your Emerald Advance to zero.

If you return to H&R Block for income tax preparation after February 15, 2015, and H&R Block does not facilitate the opening of a refund account for you during the tax preparation process, then you have the option to (1) direct the Internal Revenue Service to deposit your federal income tax refund to your Card Account at the Bank and (2) authorize and direct us to deduct from your Card Account the amount required to pay the balance of your Emerald Advance to zero, whether or not

you are otherwise required at that time to pay the balance of your Emerald Advance to zero.

If you return to H&R Block for income tax preparation on or before February 15, 2015, you must either (1) direct the Bank to open a refund account for you during the tax preparation process for the purpose of receiving your tax refund, or (2) authorize and direct the Internal Revenue Service to deposit your federal tax refund to your Card Account at the Bank. Regardless of the option you select, you authorize and direct us to deduct from your Card Account the amount required to pay the balance of your Emerald Advance to zero, whether or not you are otherwise required at that time to pay the balance of your Emerald Advance to zero.

APPLICATION OF PAYMENTS

Unless we elect otherwise, payments on your Emerald Advance will be applied in the following order: first to interest, second to fees including late and NSF, third to accruing annual fees, fourth to unpaid advances, and last to non accruing annual fees.

DEFAULT

You will be in default under this Agreement if (1) you fail to make any payment as required under this Agreement or (2) our prospect of payment, performance or ability to realize on any collateral is significantly impaired. The burden of establishing significant impairment is on us. Upon a default, at the option of the Bank, to the extent permitted by applicable law, we may suspend your right to receive advances on your Emerald Advance and we may declare all amounts owing on your Emerald Advance to be immediately due and payable without notice or demand.

TERMINATION OF YOUR EMERALD ADVANCE

We may close your Emerald Advance at any time if: (1) you have an outstanding balance on your Emerald Advance, but have not made any payments for a period of 90 days, or (2) you have not met the eligibility and qualification requirements under the Savings Secured Method, the Partial Savings Secured Method or the Unsecured Method for a period of 90 days, or (3) you maintained your Emerald Advance using the Savings Secured Method or, the Partial Savings Secured Method, and you no longer meet the requirements of that method. We may terminate your right to obtain credit under your Emerald Advance if your Card Account is closed.

SET-OFF AND DEBT COLLECTION

NOTE: If you have debt, the Bank and its affiliates may be acting as debt collectors. Any information obtained will be used for that purpose.

You authorize and direct us to set-off any amount you owe us or H&R Block under this Agreement or any other agreement you have with us or H&R Block against any account you have with us or against your right to receive money from us, unless prohibited by applicable law. Some government payments (such as Social Security, Supplemental Security Income, Veterans, and other federal or state benefits) may be protected from attachment, levy or other legal process under federal or

state law. If such protections would otherwise apply to funds we take or set-off from your Card Account or Emerald Savings Account, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your Card Account or Emerald Savings Account to pay amounts you owe us or H&R Block.

CHANGE IN ADDRESS OR TELEPHONE NUMBER

You agree to notify us immediately if you change your address or your telephone number. You also agree to provide us with your new address or telephone number.

ARBITRATION AGREEMENT

The Arbitration Agreement titled "ARBITRATION IF A DISPUTE ARISES" of the document titled "CLIENT SERVICE AGREEMENT TAX SEASON 2015—TAX YEAR 2014" is incorporated into this Agreement by reference. You and we agree that any dispute or claim between us or relating to this Agreement shall be included within the scope of the Arbitration Agreement. You agree that you have 60 days from the date of your application to reject the Arbitration Agreement by following the process described in the Client Service Agreement.

CHANGE OF TERMS

We may change the terms of this Agreement from time to time in the future to the extent and in the manner permitted by applicable law. In doing so, we may add terms, remove terms or change existing terms. We will give you notice of any changed terms if and to the extent required by law. We may elect to have the changed terms apply to all indebtedness existing on or after the effective date of the change, or only to indebtedness arising after the effective date of the change. You may avoid the effect of changed terms by paying all amounts due us before the effective date of the change.

SECURITY INTEREST IN EMERALD SAVINGS ACCOUNT AND CARD ACCOUNT

You grant us a security interest in your Emerald Savings Account and your Card Account to secure the payment of the Emerald Advance. This security interest is subordinate to any right of setoff we have against your Card Account or Emerald Savings Account.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at:
H&R Block Bank

P.O. Box 10170

Kansas City, MO 64171-0170

In your letter, give us the following information:

- Account information: Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.

• Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

APPLICABLE LAW

This Agreement shall be governed by and interpreted and enforced in accordance with federal law and, to the extent state law applies, the law of the State of Missouri (without reference to conflict of laws principles).

RESCISSION RIGHT

You may cancel your Emerald Advance by notifying the Bank of your decision to cancel within five (5) business days after you apply for the Emerald Advance by calling the number on the back of your Emerald Card. To do so, you must return to the Bank all advances drawn on your Emerald Advance by calling the number on the back of your Emerald Card and authorizing a transfer of money from your Card Account or your Emerald Savings Account to repay your Emerald Advance. You must

return and the Bank must receive all advances within seven days after notification of your decision to cancel. If you use your right to cancel, any finance charges or annual fee paid by you will be refunded to you only if you have returned any advances (other than the annual fee) that have been drawn on your Emerald Advance within seven days after notification of your decision to cancel. The right to cancel applies to your Emerald Advance as a whole and not to any individual advance made under your Emerald Advance.

H&R Block Emerald Advance Disclosures

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Advances	36% (during the Promotional period or if you qualify under the Unsecured Method) 18% (if you qualify under the Partial Savings Secured Method) ¹ 9% (if you qualify under the Savings Secured Method) ¹	
Paying Interest	You will be charged interest from the Transaction Date	

Fees		
Annual Fee	\$45 for the first year; \$30 for each year thereafter.	
Penalty Fees • Late Payment	• \$7.50	
Returned Payment	• \$20	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See the Emerald Advance Terms and Conditions for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Emerald Advance Terms and Conditions.

Promotional Period: If you apply and are approved for Emerald Advance, or obtain a temporary increase in your credit limit, during a Promotional Period, 36% APR will apply to your entire balance, unless you currently maintain your Emerald Advance via the Savings Secured Method or the Partial Savings Secured Method, in which case the 9% APR or 18% APR, as applicable, will apply to your entire balance.

¹Information about qualifying under the Savings Secured Method and Partial Savings Secured Method is included in the Emerald Advance Terms and Conditions under the heading "Determining Your Credit Limit; Qualification Methods; Restrictions on Advances".