

**IMPORTANT DISCLOSURES RELATED TO ELECTRONIC REFUND DISBURSEMENT SERVICE****PLEASE READ THESE IMPORTANT DISCLOSURES  
BEFORE YOU SIGN THE APPLICATION/AGREEMENT**

If you are owed a federal tax refund, you have the right to choose how you will receive the refund. There are several options available to you. Some options cost money and some options are free. Please read about these options below.

You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free. The IRS can send your refund either by check mailed directly to you through U.S. Mail, or by direct deposit to your bank/credit union account. Filing options available to you to receive your refund directly from the IRS include:

Filing Method	Disbursement	Estimated Availability Of Funds *	Tax Preparation Fees
Paper Return	IRS Issued Check	5 to 7 weeks	Paid Directly to Preparer
Paper Return	IRS Direct Deposit	5 to 7 weeks	Paid Directly to Preparer
E-File	IRS Issued Check	21 to 28 days	Paid Directly to Preparer
E-File	IRS Direct Deposit	Less than 21 days	Paid Directly to Preparer

\* The estimates shown above do not include any additional time that may be required for your bank to post the refund to your account, or for IRS mail delivery.

**You can file your tax return electronically and obtain your refund through our Electronic Refund Disbursement Service.** If you choose to receive your refund through our Electronic Refund Disbursement Service (the “Disbursement Service” or “Service”), your tax refund will be sent by the government to a temporary special purpose deposit account at a bank, from which we will send you the refund amount after we have made all deductions authorized by you. For comparison, the table below contains information about the Service:

Filing Method	Disbursement Options Available	Estimated Availability Of Funds	Tax Preparation Fees
E-File	Check, Direct Deposit*, Prepaid Card**	Less than 21 days	Can be Deducted from Refund

\* Please allow additional time for direct deposit processing at your bank.

\*\* Check with your tax preparer for availability.

**Fees related to this Service:** If you decide to use our Service, fees vary based upon the disbursement option that you select and are set forth below. However, refund disbursement fees will not apply if you pay your Tax Preparer directly for your tax preparation services and choose the FasterMoney Visa Prepaid Card as your disbursement option. If you are entitled to a state tax refund and use our Service to receive both your state and federal refund, an additional disbursement fee may apply. You may also have to pay certain other charges related to the preparation and filing of your tax return, including the cost of tax preparation, a transmitter fee, service bureau fee, and electronic filing fee, as may apply in your situation. If you use our Service, these fees and charges will be deducted from the refund before the remaining balance is delivered to you.

Disbursement Options and Costs (Fees vary)	Disbursement Fees
<b>FasterMoney™ Visa® Prepaid Card (previously enrolled for at <a href="http://www.myfastermoney.com">www.myfastermoney.com</a>).</b> No fees for in-network ATM withdrawals. Card must be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card.	1 <sup>st</sup> Refund: \$0 2 <sup>nd</sup> Refund (optional): \$12 Advance (if available): \$0
<b>FasterMoney™ Visa® Prepaid Card (obtained from your Tax Preparer).</b> No fees to use the card at merchants to purchase goods or services during the first 30 days after issuance. Card must be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details including all other fees.	1 <sup>st</sup> Refund: \$35* 2 <sup>nd</sup> Refund (optional): \$12 Advance (if available): \$0
<b>Paper Check.</b> By selecting the paper check option, you authorize and direct us to issue a check payable to you and deliver it to your Tax Preparer or to your address. If check is not cashed by January 1, 2017, a \$50 check re-issue fee will apply.	1 <sup>st</sup> Refund: \$35 2 <sup>nd</sup> Refund (optional): \$12 Advance (if available): \$0
<b>ACH Credit (direct deposit) to Existing bank account or other prepaid card.</b> Advance disbursements not available. Rejected disbursements will be disbursed via paper check and the paper check fees will apply.	1 <sup>st</sup> Refund: \$35 2 <sup>nd</sup> Refund (optional): \$12

\*Refund disbursement fees will not apply if you pay your Tax Preparer directly for your tax preparation.

**Other important information:**

- No one can guarantee whether, when or in what amount a tax refund will be issued. The IRS does not guarantee a specific date that a tax refund will be received by mail or deposited to a bank account, whether or not you use this Service. The use of our Service will not provide a speedier payment of your refund than you can obtain for yourself through electronic filing and requesting the direct deposit to your own bank or credit union account.
- Consult with tax advisor for tax planning advice. By changing your tax withholding in future years, you may be able to lower refund amounts you may receive but increase your wage income during those years.
- For information on opening a low-cost bank account, or to access financial education resources, go to [www.eta-find.gov](http://www.eta-find.gov).
- Once your tax return is filed, you may visit [www.irs.gov](http://www.irs.gov) and click on ‘Where’s My Refund’ to learn information about the processing of your refund.

**Electronic Refund Disbursement Fees and Authorized Deductions****APPLICANT(S) INFORMATION:** Joint Applicant information required if filing joint return.

Primary Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Joint Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Daytime Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone (optional): (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

In accordance with your instructions in the **Application/Agreement for the Electronic Refund Disbursement Service** ("Agreement"), upon receipt of your federal and/or state refund, you authorize The Ohio Valley Bank Company and Refund Advantage to disburse your refund(s) as indicated below:

<b>Expected Refund Amount*</b>		\$
(1) Tax Preparation fees paid to Tax Preparer	\$	
- Tax Preparation fees \$		
- E-File fees \$		
(2) Service Bureau fee paid to	\$	
(3) Transmitter Fee paid to	\$	
(4) Disbursement Fee(s) <sup>†</sup>	\$	
(5) Advance <sup>^</sup>	\$	
(6) Audit Fee	\$	
(7) Other Authorized Deductions	\$ _____	
<b>Estimated Total Deductions**</b> [(1)+(2)+(3)+(4)+(5)+(6)+(7)]		-\$ _____
<b>Disbursement Amount (to be paid directly to you)<sup>††</sup></b>		\$ _____

\* Expected Refund Amount is based upon the tax information to be filed with the IRS by your Tax Preparer. If the actual refund amount is lower, the Amount paid directly to you will also be lower.

<sup>†</sup> Disbursement Fee(s) include the applicable fees in connection with your disbursement option. This amount may be higher if: (1) we are unable to complete disbursement in accordance with your selection due to incorrect information provided by you, or for any other reason, and we are required to issue your disbursement by check instead (in which case the check disbursement fees will apply), and/or (2) there is a second disbursement and we only anticipated one disbursement (in which case the fees for a second disbursement in connection with your disbursement selection will apply).

<sup>^</sup> Advance is the amount of any advance of your refund extended to you by Refund Advantage. This deduction is contingent upon approval for the Advance. If you are not approved for the Advance, the Disbursement Amount will be increased by the amount of the Advance.

\*\* The Estimated Total Deductions are a good faith estimate of associated fees. This amount may increase if you have requested the Advance and are not approved for it and/or it may decrease if you have provided incorrect information in connection with your disbursement selection and we have to provide your disbursement by check. Fees will be due upon commencement of disbursement services.

<sup>††</sup> The Amount to be paid directly to you equals the **Expected Refund Amount** less the **Estimated Total Deductions** and may be made in multiple disbursements. The actual amount paid directly to you may be less if the actual amount of your refund received from the IRS or state taxing authorities is less than the Expected Refund Amount set forth above or if an alternate disbursement method is required.

**NOTICE**

**You are paying \$ \_\_\_\_\_ to get your tax refund check(s) through Refund Advantage. YOU CAN AVOID THIS FEE AND STILL RECEIVE YOUR TAX REFUND IN THE SAME AMOUNT OF TIME BY HAVING YOUR TAX REFUND(S) DIRECT DEPOSITED INTO YOUR BANK ACCOUNT. You also can wait for the Internal Revenue Service to mail you a tax refund check.**

## Application/Agreement for Electronic Refund Disbursement Service

**APPLICANT(S) INFORMATION:** Joint Applicant information required if filing joint return.

Primary Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Joint Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Daytime Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone (optional): (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**APPLICANT SELECTION AND CERTIFICATIONS:** By signing this Agreement, I hereby certify:

Disbursement Selection – Please check one box on left to indicate your selection.		Disbursement Fees	
<input type="checkbox"/>	<b>FasterMoney™ Visa® Prepaid Card (previously enrolled for at <a href="http://www.myfastermoney.com">www.myfastermoney.com</a>).</b> Refund disbursement fees only apply if you use the Service in connection with a state return. No fees for Advance disbursements and no fees for in-network ATM withdrawals. Card must be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card.  Bank Routing Number: _____ Account Number: _____	1 <sup>st</sup> Refund: \$0 2 <sup>nd</sup> Refund (optional): \$12 Advance (if available): \$0	
<input type="checkbox"/>	<b>FasterMoney™ Visa® Prepaid Card (obtained from your Tax Preparer).</b> Refund disbursement fees apply. No fees for Advance disbursements and no fees to use the card at merchants to purchase goods or services during the first 30 days after issuance. Card must be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card.  Card Envelope Number: _____	1 <sup>st</sup> Refund: \$35* 2 <sup>nd</sup> Refund (optional): \$12 Advance (if available): \$0	
<input type="checkbox"/>	<b>Paper Check.</b> Refund disbursement fees apply. No fees for Advance disbursements. By selecting the paper check option, you authorize and direct us to issue a check payable to you and deliver it to your Tax Preparer or to your address. If check is not cashed by January 1, 2017, a \$50 check re-issue fee will apply.	1 <sup>st</sup> Refund: \$35 2 <sup>nd</sup> Refund (optional): \$12 Advance (if available): \$0	
<input type="checkbox"/>	<b>ACH Credit (direct deposit) to Existing bank account or other prepaid card.</b> Refund disbursement fees apply. Advance disbursements not available. If disbursement is rejected for any reason such as incorrect account information provided by you, we will disburse via paper check and the paper check fees will apply.  Bank Routing Number: _____ Account Number: _____ Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	1 <sup>st</sup> Refund: \$35 2 <sup>nd</sup> Refund (optional): \$12	

**\*Refund disbursement fees will not apply if you pay your Tax Preparer directly for your tax preparation.**

1. The information I have provided is true and accurate.
2. I am at least eighteen (18) years old and I have supplied my Tax Preparer with one of the following valid forms of Picture ID: Drivers License, BMV/DMV State ID, Military ID, Passport, Resident Alien ID, Other Government-Issued Picture ID.
3. I understand that the Electronic Refund Disbursement Service is not a loan or an extension of credit and that the Disbursement Service is an optional product and is not required in order to file my taxes or receive a tax refund.
4. I have received a separate listing of fees relating to tax preparation services and tax return filing.
5. I received a completed copy of this Application/Agreement and disclosure pages titled "Electronic Refund Disbursement Fees and Authorized Deductions" and "Important Disclosures related to Electronic Refund Disbursement Service" and I have carefully read and considered all of the provisions of this Agreement.
6. I authorize each of the amounts specified on the Electronic Refund Disbursement Fees and Authorized Deductions form prior to the proceeds of my tax refund being disbursed to me and I have selected my disbursement option above and I understand that **REFUND DISBURSEMENT FEES DO NOT APPLY IF I PAY MY TAX PREPARER DIRECTLY FOR MY TAX PREPARATION SERVICES AND SELECT THE FASTERMONEY PREPAID CARD AS MY DISBURSEMENT OPTION.**
7. I have read, understand, and agree to all of the terms of this Disclosure, including the **Jury Trial Waiver and Dispute Clause.**
8. I have authorized my tax preparer to submit this application on my behalf. I acknowledge that the services provided by my Tax Preparer and/or others are not complete and the fees for such services are not due until disbursement of my refund proceeds in accordance with this Agreement.

x \_\_\_\_\_  
Primary Applicant Signature

\_\_\_\_\_  
Date

x \_\_\_\_\_  
Joint Applicant Signature  
(Joint Applicant signature required if filing joint return.)

\_\_\_\_\_  
Date

**For questions complaints and concerns, call us toll free at 1-866-876-6648.**

## Application/Agreement for Electronic Refund Disbursement Service

**USA PATRIOT ACT DISCLOSURE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** In an effort to protect you and our country, the USA Patriot Act was signed into law. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account. As such, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask for a driver's license or other identifying documents. We will share this information with Bank in connection with the Account described in Section 2, pursuant to our Privacy Policy.

**1. GENERAL INFORMATION ABOUT THE ELECTRONIC REFUND DISBURSEMENT SERVICE:** As used in this Application/Agreement for the Electronic Refund Disbursement Service ("Agreement"), the terms "you" and "your" mean the person signing below as the "Taxpayer" (or, if a joint return is being filed, both "Taxpayers"). The term "Bank" means The Ohio Valley Bank Company, a FDIC insured depository institution. The term "Servicer" refers to Refund Advantage who acts as a third party processor for your return. The terms "we," "us," and "our" mean Bank and Servicer. By completing this Agreement, you hereby authorize Bank to receive your income tax refund(s) on your behalf, and to make disbursements from your refund(s) as authorized by this Agreement ("Service"). You authorize Bank to establish a temporary special purpose deposit account (the "Account") in your name for the purpose of receiving a direct deposit of your refund from the Internal Revenue Service ("IRS") and/or state taxing authorities. If, and when, Bank receives your income tax refund(s), you authorize us to deduct any Electronic Refund Disbursement Fee (as set forth in this Agreement), your tax preparation fees and any other amounts, fees and charges authorized by this Agreement from your Account. After deduction of all fees and charges as provided for in this Agreement, we will promptly disburse the remaining balance of your tax refund(s), if any, from the Account (as defined in Section 2 below) in accordance with your selection. **You understand that you have the ability to pay your tax preparation fees and file your tax refund without using the Service.**

**2. TEMPORARY SPECIAL PURPOSE DEPOSIT ACCOUNT:** By signing this Agreement, you authorize Bank to establish and maintain a special purpose deposit account (the "Account") to (i) receive the direct deposit of your federal and/or state tax refund(s), (ii) make any authorized deductions specified by you on the attached itemization of Authorized Deductions, and (iii) make any other disbursements called for in this Agreement. You authorize Bank to accept for deposit such tax refunds in your name transmitted to Bank. This Account is for the sole purpose of receiving tax refund payment(s) under the Service and you will not be permitted to make any deposits to or withdrawals from this Account. You will not be permitted to close the Account, but the Bank may close the Account at any time. The Account is non-interest bearing and does not have any minimum balance requirements. The Account is intended for use during the 2016 tax season and is not intended for any long-term use.

**3. RECEIPT AND APPLICATION OF TAX REFUND(S):** By signing this Agreement you authorize your Tax Preparer and Servicer to make arrangements with the IRS (and state taxing authority, if applicable) to remit your tax refund to the Bank by direct deposit for the 2015 tax year. You authorize Tax Preparer to submit this application on your behalf. You appoint Servicer as your agent for all purposes necessary to carrying out the Service, including assisting you with obtaining an electronic payment of your federal and/or state tax refund(s), making arrangements for your tax refund to be received into the Account and providing for the payments from this Account as described herein. You acknowledge that your refund may be delayed or returned to the IRS if fraud or identity theft is suspected.

**4. REFUND DISBURSEMENT OPTIONS AND FEES:** Enrolling in the Disbursement Service allows you to direct your refund proceeds to multiple entities from whom you have chosen to obtain various services. The Disbursement Service is an optional service and is not required in order to file your taxes or receive a tax refund. For your convenience, we offer multiple options for refund disbursements. You will select the option in which you wish to the proceeds that are to be provided to you under this Agreement. Please review the options carefully as the **fees associated with refund disbursements vary depending on the option you select (there are no disbursement fees if you pay your Tax Preparer directly for your tax preparation and select the FasterMoney Prepaid Card for disbursements).** If the account information supplied by you or your representative to us is inaccurate or incorrect, you will be responsible for any loss as a consequence of any funds transfer made using such erroneous information. In addition, if the transfer is rejected by your financial institution, or if transfer cannot be accomplished for any other reason, then your net tax refund proceeds will be delivered by paper check, and the applicable check fees will apply.

**5. SHARING INFORMATION:** By signing this Agreement, you authorize your Tax Preparer, any applicable service bureau and/or transmitter and the IRS (and any applicable state taxing authority) to disclose your 2015 tax return and refund information to Servicer, Bank, and to each other. You also authorize Servicer and Bank to share such information with (i) your Tax Preparer, (ii) any applicable service bureau, transmitter, and third parties involved in the Service, and/or (iii) others (including the government) as necessary for the Service and to detect or report suspicious or fraudulent tax returns and/or possible fraudulent activity, as permitted by law. You authorize us to provide your Tax Preparer and any applicable service bureau and/or transmitter information regarding the status of your account and to perform any actions they deem necessary to verify the accuracy of information contained in this Agreement. You authorize Servicer to inquire of the IRS as to the status of your tax refund. You also authorize Servicer to inquire of the Treasury Offset Program Call Center to determine whether your tax refund may be offset. You may not revoke any of the foregoing authorizations except as permitted by applicable law. You may authorize us to share information with certain of our affiliates and non-affiliates by your separate agreement. **For more information about our privacy policies, see the Privacy Policy at the end of this Agreement.**

**6. ACKNOWLEDGEMENT REGARDING TAX PREPARER:** You have the right to complete and submit your own tax return(s) to the IRS (or state taxing authority) without the use of this Service or without the employment of a Tax Preparer. If you elect to use the Service, only returns transmitted to Servicer by a Tax Preparer acceptable to us will be eligible for the Service. Your Tax Preparer is solely responsible for preparing and/or filing your tax returns, and you affirm that you have chosen the Tax Preparer for your own reasons and/or convenience, without the recommendation or endorsement of Bank or Servicer. Bank and Servicer will not verify the Tax Preparer's returns for accuracy, compliance, completeness or filing errors. You agree that your Tax Preparer is fully authorized to act as your agent for all purposes necessary to effect the purpose of this Agreement and has so acted as your agent in connection with the completion and transmission to Bank and Servicer of this Application/Agreement for the Electronic Refund Disbursement Service, and is acting as your agent to arrange and/or accept delivery of your check(s) or Prepaid Card as selected by you under this Agreement, if any. You authorize us to rely upon information communicated on your behalf by the Tax Preparer. You absolve and will not hold Bank or Servicer liable should your Tax Preparer negligently or intentionally fail to deliver accurate information about yourself, should the Tax Preparer make a mistake in the computation of your tax return(s) or make any other error or omission in submitting the same, or should the Tax Preparer fail to deliver a check or Prepaid Card to you. You also agree that if Bank or Servicer is legally required to give you any specific notices or disclosures, Bank or Servicer may deliver such information to your Tax Preparer as your agent.

**9. ERROR RESOLUTION NOTICE:** In case of errors or questions about electronic transfers made to your own financial institution account, contact us by telephone at (866) 876 - 6648, or write Refund Advantage, PO Box 24462, Louisville KY 40224. It is very important that you contact us immediately if you dispute or are suspicious about a transfer made in connection with your refund, or if you need more information about a transfer. When you write or call, please provide your name, the account(s) involved in the questioned transaction, describe the error or transfer you are unsure about by date and dollar amount, and explain in as much detail as possible why you believe an error occurred or what type of additional information you need. If your contact was by telephone, you are required to send us written documentation about the possible error within 10 business days. We will attempt to determine whether an error occurred within 10 business days after your notice is given and will promptly correct any error. We have the right to take up to 90 days to investigate your complaint or question respecting transactions occurring pursuant to this Service and the Account set up for handling your tax refund receipt. We will tell you the results of the investigation within 3 business days after the investigation is completed. If it is decided an error occurred, we will correct it within 1 business day after completion of the investigation. If it is decided there was no error, you will be provided a written explanation. You may ask for copies of documents used in the investigation.

**8. MISCELLANEOUS:** No one can, and Servicer does not, guarantee the amount of your tax refund, if any, or the date on which it may be received. Furthermore, you understand that your requests made in this Application/Agreement may be denied for any reason. By signing this Agreement, you agree that Servicer may assign, sell or transfer all or part of its rights arising under this Agreement, in whole or in part, to a third party or to an affiliate.

You may not assign your rights and responsibilities under this Agreement. If you fail to cash any check issued to you pursuant to this Agreement before January 1, 2017, a check reissue fee of \$50 may be assessed, regardless of whether or not you request Servicer to reissue a replacement check. You agree that any document completed and/or signed by you that is sent to us by facsimile or electronic means will be valid and binding as the original of the document in question. This Agreement shall be governed by the laws of the State of South Dakota and applicable federal laws; except that the Dispute Clause contained in Section 10 below shall be governed solely by federal law. The provisions of this Agreement, including but not limited to Section 10, shall survive the termination of this Agreement and/or the completion of the transactions contemplated herein, including the disbursement to you of your tax refund proceeds and/or the filing for protection of the bankruptcy courts by any party to this Agreement. If any provision of this Agreement is deemed invalid or prohibited by applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition; but the remainder of such provisions or the remaining provisions of this Agreement will remain enforceable. Any headings or captions are intended solely for convenience or reference purposes and shall not constitute part of this Agreement.

**Liability Release and Damage Limitation:** You agree by signing this Agreement that Servicer and Bank (collectively, the “Released Parties”) are not responsible to you for any payment or disbursement which is made in accordance with this Agreement, and you hereby release Released Parties from any such liability for having made such payment or disbursement. You agree that Released Parties are not liable or responsible to you or joint recipients of your tax refunds, for: (a) a taxing authority's failure to make a refund payment, failure to make a refund in a complete or timely fashion, claiming a right in the nature of off-set against any refund to which you may be otherwise entitled, or paying the refund to an improper taxpayer or account; or (b) any act, error or omission of the Tax Preparer in preparing and/or filing your return, or in the handling or disbursement of any check or Prepaid Card, or complying with its duties under this Agreement. Subject to the foregoing, Released Parties will not be liable to you under the Agreement or Service, except for Released Parties' own and unilateral failure to exercise ordinary care in carrying out the Service expressly assumed under this Agreement and except for violations of law where you are granted a private right of action by the controlling law. Released Parties shall not be in violation of its obligation of “ordinary care” by a mistake in fact or judgment based upon Released Parties' honesty-in-fact reasoned belief and conduct. You further agree that clerical error, inadvertence or oversight, absent proven willful intent, will not be oppression, fraud or malice or a wrongful, intentional or grossly negligent act, error or omission. In any event where or when Released Parties are found to have breached this Agreement or otherwise acted negligently with respect to the Service, you will be entitled to recover your direct losses and damages; but in no event will you be entitled to recover from the Released Parties any indirect, consequential, punitive, reliance, exemplary or special damages, including but not limited to attorney fees or court costs, even if the same damage(s) were reasonably foreseeable or we had been advised in advance by you of its possibility. Released Parties will not be liable for physical or legal circumstances beyond its control (such as fire, flood, intervening conduct of others, etc.), or for delay that results if the contemplated transfer to you is delayed because of defect or interruption of any system associated with the transfer.

**9. Waiver of Right to Trial by Jury.** YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN SECTION 10, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

**10. Dispute Clause.** We have put this Dispute Clause in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding.

#### Background and Scope

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Dispute Clause?	Yes, within 60 days	If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after your first disbursement. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name and address. State that you “opt out” of the dispute clause.
What is this Dispute Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.
Who does the Dispute Clause cover?	You, us and certain “Related Parties”	This Dispute Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)	This Dispute Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your application, this Agreement, the Disbursement Service or our relationship with you. It includes claims related to collections, privacy, data security and customer information. It includes claims related to the validity in general of this Agreement. <b>However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> <li>The American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.org">www.jamsadr.org</a></li> <li>Any other company picked by agreement of the parties.</li> </ul> If all the above options are unavailable, a court will pick the administrator. <b>No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause.</b> The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	<p><b>For Disputes subject to this Dispute Clause, you give up your right to:</b></p> <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> <p><b>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</b></p>
Can you or another consumer start a class arbitration?	No	The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and the Service involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Dispute Clause ineffective?	No	This Dispute Clause stays in force even if: (1) you or we end this Agreement; (2) we transfer or assign our rights under this Agreement; or (3) you go into or through bankruptcy.

#### Process

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide your name and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. Except for FAA appeal rights and except for Disputes involving more than \$50,000 (including Disputes involving requests for injunctive relief that could cost more than \$50,000), the Arbitrator's award will be final and binding. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's award.

#### Arbitration Fees and Awards

Who bears arbitration fees?	Usually, us.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.
Can our failure to resolve a Dispute informally result in a larger recovery for you?	Yes	You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Dispute on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Dispute Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the Arbitrator awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Disputes you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Dispute Clause. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

**FACTS****WHAT DOES METABANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances,
- Payment history and account transactions and
- Transaction history and purchase history

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MetaBank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MetaBank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - Information about your transactions and experiences	No	We do not share
<b>For our affiliates' everyday business purposes</b> - Information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For nonaffiliates to market to you</b>	No	We do not share

**Questions?**

Call 1-866-876-6648

## Who we are

<b>Who is providing this notice?</b>	This privacy policy is provided by MetaBank and applies to MetaBank card products, and related products and services.
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## What we do

<b>How does MetaBank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does MetaBank collect my personal information?</b>	<p>We collect your personal information, for example when you</p> <ul style="list-style-type: none"> <li>• Register your card (open the card account) or pay a bill</li> <li>• Make a purchase or other transaction</li> <li>• Provide us card account information</li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State law and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MetaBank has no affiliates with which it shares your personal information.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MetaBank does not share your personal information with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>We may partner with nonaffiliated financial companies to jointly market financial products or services to you.</i></li> </ul>

## Other important information

If you are a resident of California or Vermont, we will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent. Nevada residents: We are providing this notice pursuant to Nevada law.



## State Disclosures

### **NOTICE**

**THIS IS A LOAN AND IS NOT YOUR ACTUAL INCOME TAX REFUND. YOU ARE BORROWING MONEY AGAINST YOUR TAX REFUND. YOU CAN USUALLY GET YOUR REFUND IN 8 TO 15 DAYS WITHOUT GETTING A LOAN OR PAYING EXTRA FEES. YOU CAN HAVE YOUR TAX RETURN FILED ELECTRONICALLY AND YOUR REFUND DIRECT DEPOSITED INTO YOUR BANK ACCOUNT WITHOUT OBTAINING A LOAN OR PAYING FEES FOR AN EXTRA PRODUCT.**

On average, the full amount of your Refund Advance will be repaid in less than 21 days.

**You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free.** The IRS can send your refund either by check mailed directly to you through U.S. Mail, or by direct deposit to your bank/credit union account. Filing options available to you to receive your refund directly from the IRS include:

<b>Filing Method</b>	<b>Disbursement</b>	<b>Estimated Availability of Funds*</b>
Paper Return	IRS Issued Check	5 to 7 weeks
Paper Return	IRS Direct Deposit	5 to 7 weeks
E-File	IRS Issued Check	21 to 28 days
E-File	IRS Direct Deposit	Less than 21 days

\* The estimates shown above do not include any additional time that may be required for your bank to post the refund to your account, or for IRS mail delivery. The IRS does not guarantee that a person will be paid the full amount of an anticipated tax refund and does not guarantee that an anticipated tax refund will be deposited into a person's account or mailed to a person on a specific date.

CALIFORNIA RESIDENTS: You may apply for an account in your name alone, regardless of your marital status.

COLORADO RESIDENTS: You may direct complaints regarding your refund anticipation loan to the administrator of the Uniform Consumer Credit Code at:

**Address:** Office of the Attorney General, State Services Bulding, 1525 Sherman Street – 7<sup>th</sup> Floor, Denver, CO 80203

**Phone:** (303) 866-4494

**Email:** [uccc@state.co.us](mailto:uccc@state.co.us)

# Refund Advantage

(a division of MetaBank®)

## Refund Advance Disclosure and Conditional Agreement

**MetaBank Contact Information** (Subject to Change Upon Notice to You):  
PO Box 91607, Sioux Falls, SD 57109 ("Notice Address")  
1-866-674-1025 ("Toll-Free Customer Service Number")

### FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<u>0%</u>	<u>\$0.00</u>	<u>\$500.00</u>	<u>\$500.00</u>

#### Payment Schedule<sup>(e)</sup>:

Your payment schedule will begin upon receipt of funds from the IRS or State Taxing Authority for any refund received via your use of our Electronic Refund Disbursement Service and may continue through December 31, 2016. We will attempt to satisfy the entire amount of \$500 from the first refund amount received from the IRS or State Taxing Authority. If the refund received is insufficient to repay the entire \$500, we will deduct any remaining balance from any subsequent refunds received through December 31, 2016.

**Security:** You are giving us a security interest in your 2015 tax refund(s) and the temporary special purpose deposit account established with The Ohio Valley Bank Company in accordance with the Disbursement Service Agreement in which such federal and or state tax refunds will be deposited.

**Late Charge:** There are no late charges for late payments.

**Prepayment:** If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

<sup>(e)</sup> means an estimate

Itemization of the Amount Financed of \$500.00

\$500.00 Amount given to you directly

SECTION 12 OF THIS DISCLOSURE IS AN ARBITRATION PROVISION. WE CALL IT THE "DISPUTE CLAUSE." UNLESS YOU ACT PROMPTLY TO REJECT THE DISPUTE CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN ANY CLASS PROCEEDING SUBJECT TO ARBITRATION.

## ADDITIONAL TERMS OF CONDITIONAL AGREEMENT

1. **Parties.** In this Refund Advance Disclosure and Conditional Agreement ("Disclosure"), the words "customer," "you," and "your," mean the customer signing below. The words "Refund Advantage," "MetaBank," "we," "us," and "our" mean MetaBank d/b/a Refund Advantage, a federally chartered savings bank headquartered in Sioux Falls, South Dakota. "Refund Advance" and "Advance" mean the Refund Advance by Refund Advantage.
2. **Choices for Tax Preparation and Optional Bank Products.** Please note that you have a number of choices involving the preparation of your income taxes. These choices may also involve whether to purchase and/or apply for "optional bank products." Enrollment in our Electronic Refund Disbursement Service ("Disbursement Service") is an eligibility requirement for the Refund Advance. There are no fees to enroll in the Disbursement Service. **However, the fees for disbursement vary by disbursement method. THERE IS A DISBURSEMENT METHOD THAT DOES NOT INCLUDE ANY FEES FOR DISBURSEMENT.** You have the option to (i) apply for the Refund Advance, and (ii) select the method for disbursement of your refund and your Refund Advance. Please carefully review the Disbursement Service Agreement for a complete disclosure of all costs associated with disbursements.
3. **Refund Advance Program.** We have coordinated with certain participating tax preparers to give qualified customers a "refund advance" based on their expected tax refund. That is, eligible customers may apply for the Refund Advance as part of the Refund Advance Program (the "Program"). **The Refund Advance is an optional product.** You are not required to apply for the Refund Advance to obtain tax preparation services from the participating tax preparer.
4. **About the Refund Advance and Costs.** The Refund Advance is a single advance of funds (*a loan*) to qualified customers who expect to receive for the 2015 calendar year a federal tax refund from the Internal Revenue Service ("IRS"). As such, the Refund Advance is *not* the actual income tax refund a customer may receive. We do not charge any amount for providing the Refund Advance. Choices made pursuant to the Disbursement Service Agreement will not change the terms of the Refund Advance. If your application is not submitted or is denied, you will still receive your refund in accordance with your disbursement choice pursuant to the Disbursement Service Agreement. All Refund Advances will be repaid from a customer's (i) expected 2015 tax refund from the United States Department of Treasury; (ii) state tax refund from any state taxing authority, or (iii) both a federal or state refund. You choose the method by which we disburse the Refund Advance proceeds. For your convenience, we will disburse the Refund Advance in the same manner that you choose for your refund disbursement. The options for disbursement include the following:

**Notice of Refund Advance Disbursement Options and Costs.** There are no fees for Refund Advance disbursements. However, fees for refund disbursements vary (see Disbursement Service Agreement).

**FasterMoney™ Visa® Prepaid Card (enrolled for at [www.myfastermoney.com](http://www.myfastermoney.com)).** Customers choosing their FasterMoney™ Visa® Prepaid Card agree and acknowledge that refund disbursement fees only apply if you use the Service in connection with a state return and there are no fees for advance disbursements and advance funds can be withdrawn using ATMs in the MoneyPass® Network (contact FasterMoney Customer Service if you are unable to locate a MoneyPass® Network near you). However, all other standard cardholder transaction fees apply. Visit: <https://www.myfastermoney.com/cardholder-agreement>.

**FasterMoney™ Visa® Prepaid Card (obtained from your Tax Preparer).** Customers choosing the FasterMoney™ Visa® Prepaid Card distributed by approved tax preparers agree and acknowledge that there are no fees for advance disbursements and there is no cost to use the card at merchants to purchase goods or services during the first 30 days after issuance. However, refund disbursement fees apply (see Disbursement Service Agreement) and all other standard ongoing periodic maintenance and cardholder transaction fees apply. Ask your Tax Preparer for complete Cardholder Agreement for more information.

**Check.** Customers choosing to receive the Refund Advance proceeds by check agree and acknowledge that there are no fees for advance disbursements. However, refund disbursement fees apply (see Disbursement Service Agreement). Customers may incur fees in connection with any account to which the check may be deposited or to cash the check.

Please carefully review and evaluate each disbursement option before making a selection, and contact us with any questions. For information on opening a low-cost bank account, or to access financial education resources, go to [www.eta-find.gov](http://www.eta-find.gov).

5. **Your Expected 2015 Tax Refund.** Among other criteria, only customers whose estimated disbursement amount after all other authorized deductions is at least \$700 for calendar year 2015 may receive a Refund Advance. Therefore, you acknowledge and agree that you (i) consulted with a tax preparer participating in the Program, (ii) delivered to the tax preparer true and accurate financial information regarding your taxable income for 2015, and (iii) expect (based upon such consultation with your tax preparer) that upon the filing of your 2015 tax return with the IRS, your estimated disbursement amount after all other authorized deductions will be at least \$700.00.
6. **Promise to Pay and No Interest or Charges.** Based upon your tax preparer's assessment of your estimated tax refund and your representations made herein, we agree, upon approval of your application if properly submitted by your Tax Preparer, to deliver \$500.00 to you as an advance of funds to be repaid as set forth herein. You agree that such loan proceeds will be delivered in accordance with the Disbursement option you selected or as otherwise provided for pursuant to the Disbursement Service Agreement. **You** promise to pay (as set forth below) the Refund Advance of \$500.00 plus simple interest on the outstanding principal balance at the rate of 0% per annum from the date of our approval of any Refund Advance until paid in full. We charge \$0.00 in fees, charges, points, etc. in connection with this Refund Advance.
7. **Repaying Your Advance and No Personal Liability.** In order to repay any Refund Advance, you agree to instruct us and the bank holding the limited special purpose deposit account pursuant to the Disbursement Service Agreement to repay the Refund Advance directly from your tax refund deposits received. In accordance with the Disbursement Service Agreement, you agree that payments will be made first to MetaBank from any state or federal tax fund deposited to the Account. For example, if your

2015 federal refund is insufficient to repay the Refund Advance, then your state tax refund(s), if any, will be used to repay the Refund Advance. *If your 2015 federal and state tax refund(s) are insufficient to pay the Refund Advance in full after applying such refund amount to the outstanding balance of the Refund Advance, you are not obligated to repay any difference and you shall not be personally liable to repay any remaining balance of the Refund Advance.*

8. **Security.** You grant us a security interest in your 2015 federal and state tax refund(s) and the limited special purpose deposit account established with The Ohio Valley Bank Company to which they will be deposited. As such, any deposits (your federal and/or state tax refunds) to the limited special purpose deposit account serve as security for your obligations hereunder.
9. **Right to Rescind and Prepayment, Default and Account Closure.** The amount of the tax refund(s) in excess of your repayment obligations pursuant to this Disclosure will be disbursed as you authorized pursuant to the Disbursement Service Agreement. You may rescind this Disclosure by repaying the Refund Advance to us not later than the end of the third business day following the day on which the Refund Advance was made. We will not charge you any amount for rescinding the Refund Advance. To make arrangements for a rescission or to prepay, you must contact Customer Service. We will then communicate with you to arrange an authorization to debit funds from your bank account, or make other arrangements. Even though you have no personal liability to repay hereunder, you may prepay the Refund Advance, rather than having such amount deducted from your 2015 tax refund. You will not be charged an additional fee or penalty if you choose to prepay the Refund Advance. You will be in default if you break any promise in this Disclosure. All Refund Advance accounts will be closed upon the earlier of full repayment from your tax refund or 120 days after account opening.
10. **Governing Law and Assignment.** MetaBank is a federal savings bank with its home office in South Dakota and is regulated by the Office of the Comptroller of Currency and insured by the FDIC. This Disclosure is made pursuant to federal law. To the extent federal law does not preempt state law, then this Disclosure shall be governed by and construed in accordance with the laws of South Dakota. Any dispute arising out of this Disclosure will be subject to the JURY TRIAL WAIVER AND ARBITRATION CLAUSE, which is governed by the Federal Arbitration Act 9 U.S.C Sections 1-16 ("FAA"). We may assign or transfer this Disclosure or any of our rights hereunder.
11. **Waiver of Right to Trial by Jury. YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS DISCLOSURE. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN SECTION 12, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.**
12. **Dispute Clause.** We have put this Dispute Clause in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Note and is legally binding. By signing below, you agree to this Jury Trial Waiver and Arbitration Clause ("Clause").

#### **Background and Scope.**

<b><u>Question</u></b>	<b><u>Short Answer</u></b>	<b><u>Further Detail</u></b>
<b>What is arbitration?</b>	<b>An alternative to court</b>	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
<b>Is it different from court and jury trials?</b>	<b>Yes</b>	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
<b>Can you opt-out of this Dispute Clause?</b>	<b>Yes, within 60 days</b>	If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after we approve your Refund Advance. You must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. Provide your name, address and Social Security number. State that you "opt out" of the dispute clause.
<b>What is this Dispute Clause about?</b>	<b>The parties' agreement to arbitrate Disputes</b>	<b>Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.</b>
<b>Who does the Dispute Clause cover?</b>	<b>You, us and certain "Related Parties"</b>	This Dispute Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
<b>What Disputes does the Dispute Clause cover?</b>	<b>All Disputes (except certain Disputes about this Dispute Clause)</b>	This Dispute Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your application, this Disclosure, the Refund Advance, the Disbursement Service or disbursement method, or our relationship with you. It includes claims related to collections, privacy, data security and customer information. It includes claims related to the validity in general of this Disclosure. <b>However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.</b>
<b>Who handles the arbitration?</b>	<b>Usually AAA or JAMS</b>	Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either:

		<ul style="list-style-type: none"> <li>The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.org">www.jamsadr.org</a></li> <li>Any other company picked by agreement of the parties.</li> </ul> <p>If all the above options are unavailable, a court will pick the administrator. <b>No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause.</b> The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	<p><b>For Disputes subject to this Dispute Clause, you give up your right to:</b></p> <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> <p><b>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</b></p>
Can you or another consumer start a class arbitration?	No	<b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Dispute Clause must be decided in an <b>individual</b> arbitration or an <b>individual</b> small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Disclosure and the Refund Advance involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Dispute Clause ineffective?	No	This Dispute Clause stays in force even if: (1) you default; (2) you or we end this Disclosure; (3) we transfer or assign our rights under this Disclosure; or (3) you go into or through bankruptcy.

#### Process.

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address, Attn: General Counsel. You or an attorney you have personally hired must sign the notice and must provide your social security number and a phone number where you (or your attorney) can be reached. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. Except for FAA appeal rights and except for Disputes involving more than \$50,000 (including Disputes involving requests for injunctive relief that could cost more than \$50,000), the Arbitrator's award will be final and binding. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's award.

<b>Arbitration Fees and Awards.</b>		
<b>Who bears arbitration fees?</b>	<b>Usually, we do.</b>	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
<b>When will we cover your legal fees and costs?</b>	<b>If you win</b>	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
<b>Will you ever owe us for arbitration or attorneys' fees?</b>	<b>Only for bad faith</b>	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.
<b>Can our failure to resolve a Dispute informally result in a larger recovery for you?</b>	<b>Yes</b>	You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Dispute on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Dispute Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the Arbitrator awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Disputes you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Dispute Clause. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.
<b>Can an award be explained?</b>	<b>Yes</b>	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

13. **Delay in Enforcement.** We may at any time and in our sole discretion delay enforcing or choose not to enforce any of our rights or remedies under this Disclosure or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date.
14. **Verifications.** We verify your name, date of birth, social security number, residence or other identifying information as required by applicable law.
15. **Privacy Policy.** We respect the privacy of information about you and the Refund Advance and encourage you to read our Privacy Policy. Changes may be made to our Privacy Policy from time to time and we will provide you with any notice of such changes required by applicable law. Our current Privacy Policy is available at [www.metabank.com](http://www.metabank.com).
16. **Change of Address and Other Information.** You must notify us of any changes to your name, mailing or email address, home, cell or business phone number, employment or income within 15 days of any change. You can notify us by calling the Toll-Free Customer Service Number or by writing us at the Notice Address, Attn: Information Change. We will rely on your contact information as it appears on our records for any and all communications we send to you unless and until either you or, in the case of your mailing address, the U.S. Postal Service, notifies us of a change of address and we have had a reasonable opportunity to act on such notice.
17. **Communications.** You must send all written notices to us at the Notice Address, with such further detail as other provisions of this Disclosure require. You should direct all phone calls to us to the Toll-Free Customer Service Number. To the extent permitted under applicable law, any written or email correspondence you send to us will not be effective until we receive and have had a reasonable opportunity to act on such correspondence. However, any written or email correspondence we send you will be effective and deemed delivered when mailed to you at your mail address (or your email address if you have authorized electronic communications) as it appears on our records.
18. **Telephone Monitoring and Recording.** You agree that we may monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, for training and quality control purposes and as evidence of your authorization to act in connection with any Refund Advance or service contemplated by this Disclosure. However, we are not under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.
19. **Third-Party Claims or Defenses.** Except as otherwise provided in this Disclosure and as required by applicable law, we will not be responsible for any claim or defense you may have against any third party that provides you with goods or services with the proceeds that arises out of or in connection with any Refund Advance.

#### **Customer Identification Program**

In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts.

**What This Means To Our Customers:** When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow us to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer. Thank you for helping us to follow this Federally-mandated procedure.

**APPLICANT(S) INFORMATION:** Joint Applicant information required if filing joint return.

Primary Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

Joint Applicant: \_\_\_\_\_ SSN: \_\_\_\_\_

**Customer Representations.** By signing below, you hereby certify:

1. You understand and agree that the eligibility requirements for the Refund Advance require: (i) enrollment in our Disbursement Service and selection of a disbursement option available for disbursement of the Refund Advance, (ii) an Expected Refund Amount less all other Authorized Deductions equal to \$700 or more, (iii) receipt of a valid IRS Acknowledgment of acceptance of your tax return, and (iv) satisfaction of our underwriting criteria (for example, your application may be denied if you have any delinquent child support or outstanding unpaid taxes, student loans, or other federal debt) which is subject to change in our sole discretion. You have authorized your tax preparer to submit this application on your behalf upon receipt of the IRS Acknowledgement of acceptance of your tax return.
2. You understand and agree that no application for credit will be submitted without an IRS Acknowledgment of acceptance of your tax return and that the FEDERAL TRUTH IN LENDING Disclosures and this Agreement are contingent upon approval of your application if submitted to us.
3. You authorize us to call the Department of Treasury's Bureau of the Fiscal Service Treasury Offset Program call center on your behalf in connection with our review of any application for credit submitted to us.
4. You have received a separate listing of fees relating to tax preparation services and tax return filing, and a separate statement of the total cost for your elections pursuant to the Electronic Refund Disbursement Service Agreement, and our Privacy Policy prior to receiving this Disclosure and Conditional Agreement;
5. You understand that there are no fees for disbursement of the Refund Advance and that the fees for refund disbursements vary by disbursement method. However, you understand that **THERE IS A DISBURSEMENT METHOD THAT DOES NOT INCLUDE ANY FEES FOR DISBURSEMENT.**
6. You understand that the Refund Advance is a single advance of funds and no additional advances will be extended;
7. You agree that the amount of the Refund Advance as set forth in the Total of Payments will be deducted from and can reduce the amount you can expect to receive from a tax refund;
8. You may consult the IRS Web site ([www.irs.gov](http://www.irs.gov)) or the applicable tax authority for information about tax refund processing;
9. If your application is submitted and approved, YOU ARE RECEIVING A LOAN AND NOT A TAX REFUND;
10. You have reviewed the cost of the Refund Advance and compared it with the costs of other sources of credit and consider the Refund Advance to be consistent with your personal needs and financial circumstances;
11. This Disclosure does not contain any provision authorizing us to deduct any amounts necessary to repay any past-due debt from your refund;
12. You acknowledge that this Refund Advance is optional product and is not required in order to file your taxes or receive a tax refund;
13. You are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code;
14. You are at least 18 years of age;
15. You agree that if any part of this Disclosure is declared invalid, the rest of the Disclosure remains valid;
16. You agree this written Disclosure (a) is the final agreement between the parties, (b) may not be changed by prior, current, or future oral agreements between you and us, and (c) any change to this Disclosure must be in writing, and signed by both parties;
17. You have read, understand, and agree to all of the terms of this Disclosure, including the **Jury Trial Waiver and Arbitration Clause**; and
18. You certify that the information you have provided to us prior to signing this Disclosure is true and accurate.
19. Your Tax Preparer is solely responsible for preparing and/or filing your tax returns, and you affirm that you have chosen the Tax Preparer for your own reasons and/or convenience, without our recommendation or endorsement. We will not verify the Tax Preparer's returns for accuracy, compliance, completeness or filing errors. You agree that your Tax Preparer is fully authorized to act as your agent for all purposes necessary to effect the purpose of this Agreement and has so acted as your agent in connection with the completion and transmission of this Application/Agreement to us, and is acting as your agent to arrange and/or accept delivery of your check or Prepaid Card as selected by you under this Agreement, if any. You authorize us to rely upon information communicated on your behalf by the Tax Preparer. You absolve and will not hold us liable should your Tax Preparer negligently or intentionally fail to deliver accurate information about yourself, should the Tax Preparer make a mistake in the computation of your tax return(s) or make any other error or omission in submitting the same, or should the Tax Preparer fail to deliver a check or Prepaid Card to you. You also agree that if we are legally required to give you any specific notices or disclosures, we may deliver such information to your Tax Preparer as your agent.

x \_\_\_\_\_  
Primary Applicant Signature

Date

x \_\_\_\_\_  
Joint Applicant Signature

Date

**For questions complaints and concerns, call us toll free at 1-866-674-1025.**