



**TAX REFUND DEPOSIT AND PAYMENT AUTHORIZATION**

Taxpayer's Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

As used herein, the terms "I", "you" and "your" refer to the person signing below as the "Primary Taxpayer" (or, if a joint return is being filed, both the "Primary Taxpayer" and "Spouse"). The term "BANK" refers to Civista Bank and the term "Servicer" refers to Santa Barbara Tax Products Group, LLC. "We" and "our" refer to BANK and/or Servicer. The term "tax preparer" refers to the person who prepared your 2015 tax return. By signing below, you authorize BANK to receive a direct deposit of your 2015 refund from the IRS and/or state taxing authorities. **You must separately pay your tax preparation fees. Tax preparation fees will not be paid from your refund proceeds.**

**If you obtain a loan or advance through IMC in 2016 ("Loan") and agree to apply a portion of your federal or state refund to payment of the Loan, you authorize BANK and Servicer to deduct the amount of all such Loan(s) from your federal or state refund amounts and pay or transfer such amounts to IMC on your behalf. Neither BANK nor Servicer is a provider of the Loan and neither is affiliated with IMC.**

**Balance of your refund, if any, to be disbursed to you by the following method:**

\_\_\_ **Green Dot Card ("Card"):** You request Servicer to deposit your refund proceeds to the Card you have obtained or are obtaining. The Card is issued by Green Dot Bank, member FDIC, pursuant to a license from Visa. **You represent that you have received and reviewed the Terms and Conditions applicable to the Card, including the additional fees and charges that apply to the Card.**

\_\_\_ **Direct Deposit:** You request Servicer to deposit your refund proceeds directly to your personal bank account or your existing prepaid debit card account. If you select this option, please enter your account information below. If you or your representative enters your account information incorrectly and your funds are returned to BANK, the funds will be disbursed to you by a cashier's check printed by your Tax Preparer. Refunds that cannot be Direct Deposited because of financial institution refusal, erroneous account or routing transit numbers, closed accounts, bank mergers or any other reason, will be issued as a paper checks to the physical address of record resulting in refund delays of up to ten weeks. The BANK and Servicer are **not** responsible for the misapplication of a direct deposit that results from error, negligence or malfeasance on the part of the taxpayer or the tax preparer. In cases where the BANK has received your refund but is unable to deliver the funds directly to you, funds will be returned to the IRS. You may be charged a fee for the additional handling required to return funds to the IRS.

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You understand that none of BANK, Servicer or your tax preparer can guarantee the amount of the refund that will be deposited by the IRS and/or state taxing authority. If your tax refund is not received, you will owe your tax preparer for preparing and filing your 2015 tax return.

\_\_\_\_\_  
**Primary Taxpayer Signature                      Date**

\_\_\_\_\_  
**Spouse's Signature                                      Date**



**FEDERAL ELECTRONIC FUND TRANSFER ACT DISCLOSURES:** The Federal Electronic Fund Transfer Act provides you with certain rights and obligations regarding the Federal and state income tax refund that will be electronically deposited into your Account established at Sunrise Banks N.A. for that purpose. If you believe that there is an error or if you have a question about your Account, write to Civista Bank, 11085 North Torrey Pines Road, Suite 210, La Jolla, CA 92037 or telephone (800) 901-6663 and provide Civista Bank with your name, a description or explanation of the error and the dollar amount of the suspected error. Civista Bank will advise you of the results of its investigation within 10 business days.

**Business Days:** Our business days are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission; or
- As explained in the Privacy section of this disclosure

**Our Liability:** If we do not complete a transfer to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. In addition to all other limitations of our liability set forth in this Agreement, we will not be liable to you if, among other things:

- Circumstances beyond our control (natural disasters, such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

The funds in your account are subject to legal process or other claim restricting such transfer.

Your refund may be held or returned to the IRS if it is suspected of fraud or identity theft. If your refund cannot be delivered for any reason you may be charged a fee for the additional handling required and additional attempts to deliver the refund. You may also be charged a fee for the additional handling required to return your funds to the IRS. Please refer to a complete description of fees in the Truth in Savings Disclosure section of this application.

**TRUTH IN SAVINGS DISCLOSURE:** The Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) 2015 federal (and 2015 state, if applicable) income tax refund. No other deposits may be made to the Account. No withdrawals will be allowed from the Account except as set forth above. No interest will be paid on Account funds. The Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you. We will charge a Return Item Fee of \$20 if the refund cannot be delivered as directed above. An Account Research and Legal Processing fee of \$25 may be charged if we are required to provide additional processing to return the funds to the IRS. These fees will be paid to the Servicer.

**PRIVACY NOTICE:** Please see the privacy notice at the end of this Agreement.

**Civista Bank Tax Product Privacy Policy (Page 1 of 2)**

**FACTS**

What does Civista Bank 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?	<p>The types of personal information that we collect and share depend on the product or service you have with us. This can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• payment history and transaction history</li> <li>• overdraft history and account transactions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
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 Civista Bank chooses to share and whether you can limit the sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Civista Bank share?</b>	<b>Can you limit this sharing?</b>
For our everyday business purposes such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes- to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences.	No	We don't share
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We don't share
For non affiliates to market to you.	No	We don't share
Questions?	Toll Free: 800-604-9368 or go to <a href="http://www.civistabank.com">www.civistabank.com</a>	

**CUSTOMER SERVICE: 800-901-6663**

<b>Who we are</b>	
Who is providing this notice?	Civista Bank
<b>What we do</b>	
How does Civista Bank protect my personal information?	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.
How does Civista Bank collect my personal information?	We collect personal information about you when you apply for a tax related product. This includes information in your application, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transactions with us, tax preparers and similar providers, such as payment histories, balances due, and tax information. We may also collect information concerning your credit history from a consumer reporting agency.
Why can't I limit all sharing?	<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 non affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Civista Bank does not share with our affiliates.</li> </ul>
Non affiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Civista Bank does not share with non affiliates so they can market to you.</li> </ul>
Joint Marketing	<p>A formal joint marketing agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Civista Bank does not jointly market.</li> </ul>
<b>Other Important Information</b>	
This Notice is adopted in recognition of our obligations under Title V of Gramm-Leach Bliley Act of 1999.	
This Notice applies only to individuals who have applied for a tax-related bank product.	

**SUNRISE BANKS N.A. (“BANK”) REFUND TRANSFER  
APPLICATION AND AGREEMENT**

Page 1 of 4

**IMPORTANT DISCLOSURES:  
PLEASE READ ~~BEFORE YOU SIGN THIS AGREEMENT~~**

If you are owed a federal tax refund, you have a 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 and on the next page.

You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free. If you file your tax return electronically, you can receive a refund check directly from the IRS ~~in as little as 21 to 28 days from the time you file your tax return or the IRS can deposit your refund directly into your bank account~~ through the U.S. Postal Service in less than 21 days from the time you file your tax return unless there are delays by the IRS. If you file a paper return, ~~your refund will take 5 to 7 weeks to receive~~ through the U.S. Postal Service, you can receive a refund check directly from the IRS through the U.S. Postal Service in 6 to 8 weeks from the time the IRS receives your return or the IRS can deposit your refund directly into your bank account in 6 to 8 weeks from the time the IRS receives your return. If your tax return is electronically filed by a professional, you may have to pay certain fees related to electronic filing such as transmitter fees and electronic filing fees in addition to the fee charged by your tax preparer for preparing your taxes.

You can file your tax return electronically, select a Refund Transfer (“RT”) for an additional fee, and have ~~BANK process~~ your income tax refund processed through a bank and processor. An RT allows your refund to be deposited into a bank account at Civista Bank (“BANK”) and deducts your tax preparation and other fees you authorize from your refund. The balance is delivered to you via the disbursement method you select. If you file your tax return electronically ~~you can request the IRS to~~ and select an RT, the IRS will deposit your refund with BANK. If you file your tax return electronically and select an RT, the IRS will deposit your refund with BANK. Upon receipt of your refund, ~~BANK~~ Santa Barbara Tax Products Group, LLC (“Servicer”), a processor, will deduct and pay from your refund any fees charged by your tax preparer for the preparation and filing of your tax return and any other amounts authorized by you and disburse the balance of your refund proceeds to you. Refunds ~~Unless there are delays by the IRS, refunds~~ are received in less than 21 days from the time you file your tax return if your tax return is filed electronically and 5 to 7 weeks if you file by paper unless there are delays by the IRS. BANK charges a deposit product fee from \$14.95 to \$26.95 depending on the disbursement method. A processing fee of \$26.95 is charged to process your federal refund (and an additional \$9.95 to process your state refund). The RT is intended for one-time use unless you are also electing to have your state refund processed through an RT. An RT is not necessary to obtain your refund. If you have an existing bank account you can use to receive your refund directly from the IRS, you should seriously consider not obtaining an RT and having the refund sent to that bank account instead of having the BANK process your refund (Refund Transfer) and so you can avoid incurring the associated fees ~~RT fees~~.

If you select an RT, no prior debt you may owe to BANK will be deducted from your refund.

You can change your income tax withholdings which might result in you receiving additional funds throughout the year rather than waiting to receive these funds potentially in an income tax refund next year. Please consult your employer for additional details.

\* \* \*

The below chart shows the options for filing your tax return (e-file or paper return), when payment for services is due, the RT product, refund disbursement options, and estimated timing for obtaining your tax refund proceeds, and costs associated with the various options. Please read carefully and review all contract documents for specific information about your options.

<u>WHAT TYPE OF FILING METHOD?</u>	<u>WHEN IS PAYMENT FOR SERVICES DUE?</u>	<u>WHAT ARE YOUR DISBURSEMENT OPTIONS?</u>	<u>WHAT IS THE ESTIMATED TIME TO RECEIVE REFUND?</u>	<u>WHAT COSTS DO YOU INCUR IN ADDITION TO TAX PREPARATION FEES?</u>
<u>PAPER RETURN</u>  <u>No Refund Transfer</u>	<u>Payment is due when services are substantially complete at time of delivering paper return to you before filing tax return.</u>	<u>IRS Direct Deposit to your bank account.</u>	<u>Approximately 6 to 8 weeks</u>	<u>No additional cost.</u>
		<u>Check mailed by IRS to address on tax return.</u>	<u>Approximately 6 to 8 weeks</u>	
<u>ELECTRONIC FILING (E-FILE)</u>  <u>No Refund Transfer</u>	<u>Payment is due when services are substantially complete at the time of e-filing return.</u>	<u>IRS Direct Deposit to your personal bank account.</u>	<u>Usually within 21 days</u>	<u>No additional cost.</u>
		<u>Check mailed by IRS to address on tax return.</u>	<u>Approximately 21 to 28 days</u>	
<u>ELECTRONIC FILING (E-FILE)</u>  <u>Refund Transfer</u>	<u>Payment is due when services are substantially complete at time refund is delivered to Refund Deposit Account and disbursements are made from Refund Deposit Account as authorized.</u>	(a) <u>Electronic Refund Deposit to your bank account.</u> (b) <u>Load to your Green Dot Card<sup>1</sup>.</u> (c) <u>Check, or</u> (d) <u>Electronic disbursement via Walmart Direct2Cash</u>	<u>Usually within 21 days</u>	<u>\$26.95 plus any additional disbursement fees, as applicable</u>

<sup>1</sup>You may incur additional charges from the issuer of the Prepaid Debit Card if you select to have your tax refund loaded on a Prepaid Debit Card. The IRS (or state taxing authority) does not guarantee that you will be paid the full amount of an anticipated tax refund(s) and does not guarantee that an anticipated tax refund(s) will be deposited into your account or mailed to you on a specific date.

**Questions? Call 1-800-901-6663**

REFUND TRANSFER (~~RT~~) APPLICATION AND AGREEMENT (~~Page 2 of 4~~)

APPLICANT INFORMATION (Complete for both taxpayers if filing a joint return)

Taxpayer's Name \_\_\_\_\_ Taxpayer's Name \_\_\_\_\_

Social Security No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Taxpayer's Cell Phone No. \_\_\_\_\_

1. TEXTING: By checking the box to the left, you verify that the number provided above is your mobile number and you consent to receive automated text messages at this number by or on behalf of Santa Barbara Tax Products Group, LLC ("Servicer") and/or 1<sup>st</sup> Money Center, Inc. ("IMC"), which is not affiliated with Civista Bank ("BANK") or Servicer (though you will only receive such text messages by or on behalf of IMC if you separately express interest for a loan through IMC), including messages regarding status or approval regarding products and services related to your income tax refund and marketing messages regarding loans and/or other products or services offered by or through IMC or Servicer. You understand and agree that you do not need to sign up for text notifications in order to purchase any services from BANK, Servicer, and/or IMC. Your standard message and data rates may apply. You may text "STOP" to cancel at any time.

2. **REFUND TRANSFER AND TAX REFUND ACCOUNT:** As used in this Refund Transfer ("RT") Application and Agreement ("Agreement"), the terms "you" and "your" refer to the person signing below as the "Taxpayer" (or, if a joint return is being filed, both "Taxpayers"). The terms "~~BANK,~~" "we" and "our" refer to ~~Sunrise Banks N.A., a nationally chartered bank located in Saint Paul, MN ("BANK").~~ ~~The term BANK and/or Servicer refers to Santa Barbara Tax Products Group, LLC ("SBTPG").~~ You are having your ~~2014~~2015 federal (and state if applicable) income tax return prepared and filed by your Tax Preparer/Electronic Filer ("Tax Preparer") and hereby authorize BANK and Servicer to receive your income tax refund(s) on your behalf and to make disbursements from your refund(s) as authorized by this Agreement. You authorize BANK to establish a temporary 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 and/or Servicer receives your income tax refund(s), you authorize BANK and/or Servicer to deduct from your Account a ~~deposit product processing~~ fee as indicated below, your tax preparation fees, any other fees assessed by your tax preparer, and any other amounts, fees and charges authorized by this Agreement and to disburse any remaining balance in the Account to you using the disbursement method indicated below. According to the IRS, unless there are delays by the IRS, you can expect the IRS to issue your refund in less than 21 days from the time the IRS accepts your electronic tax return.

~~2.3.~~ **REFUND TRANSFER:** You hereby authorize BANK and/or Servicer to receive and process your federal tax refund as described in Section ~~4.2~~ using the disbursement method selected in Section ~~4.5.~~

~~3.4.~~ **STATE REFUND TRANSFER:** You hereby authorize BANK and/or Servicer to receive and process your state tax refund as described in Section ~~4.2~~ using the disbursement method selected in Section ~~4.~~ ~~The BANK charges~~ ~~5.~~ There is a \$9.95 ~~for~~ processing fee for your state refund.

~~4.5.~~ **DISBURSEMENT METHOD:**

Cashier's Check: You request BANK to disburse your refund proceeds by a cashier's check printed by your Tax Preparer. ~~The BANK's deposit product processing fee for this disbursement option is \$26.95.~~

Direct Deposit: You request BANK to deposit your refund proceeds directly to your personal bank account or your existing prepaid debit card account. If you select this option, please enter your account information below. If you or your representative enters your account information incorrectly and your funds are returned to BANK, the funds will be disbursed to you by a cashier's check printed by your Tax Preparer. Refunds that cannot be Direct Deposited because of financial institution refusal, erroneous account or routing transit numbers, closed accounts, bank mergers or any other reason, will be issued as a paper check to the physical address of record resulting in refund delays of up to ten weeks. The Bank and/or its Servicer is not responsible for the misapplication of a direct deposit that results from error negligence or malfeasance on the part of the taxpayer or the Tax Preparer. The Bank will make every effort to deliver your refund to you. In cases where the Bank has received your refund but is unable to deliver the funds directly to you, funds will be returned to the IRS. A return item and processing fee may be deducted from the refund for refunds that are undeliverable and must be returned to the IRS. You may be charged a fee for the additional handling required to return funds to the IRS. ~~The BANK's deposit product processing fee for this disbursement option is \$22.95.~~ 26.95.

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Xpress Refunds Green Dot Card ("Card"): You request BANK to deposit your RT proceeds to the Card you have obtained or are obtaining. The Card ~~product~~ is issued by ~~Four Corners Community~~ Green Dot Bank, member FDIC, pursuant to a license from ~~MasterCard~~ Visa. ~~The BANK's deposit product processing fee for this disbursement option is \$14.95.~~ 26.95. You represent that you have received and reviewed the Terms and Conditions applicable to the Card, including the additional fees and charges that apply to the Card.

Walmart Direct2Cash: You request BANK to disburse your refund proceeds electronically using the Walmart Direct2Cash disbursement option. You can pick up your funds at any participating Walmart by using a code that will be provided to you via an email from Servicer. You must have access to email to be able to use this service. Disbursements up to \$7,500 are eligible. ~~The BANK's deposit product processing fee for this disbursement option is \$26.95.~~ Servicer and Walmart will each receive a portion of this fee. BANK and Servicer are not responsible for the misapplication of funds that results from error, negligence or malfeasance on the part of the taxpayer or the tax preparer. You may be charged an additional fee by Servicer if

your refund is undeliverable for any reason. In cases where BANK has received your refund but is unable to deliver the funds, the funds may be returned to the IRS. You may be charged a fee for the additional processing required to return funds to the IRS.

~~5.6.~~ **CONSENT/AUTHORIZATION:** If and when BANK receives your tax refund(s), BANK and Servicer will process them in accordance with Section ~~4.2~~ using the disbursement method selected by you in Section ~~4.5~~. The ~~Bank's deposit product processing~~ fee and any other fees and charges authorized by this Agreement will be deducted from the Account before the balance of your refund proceeds are disbursed to you. Your refund may be held or returned to the IRS if it is suspected of fraud or identity theft. If your refund cannot be delivered for any reason you may be charged a fee for the additional handling required and additional attempts to deliver the refund. You may also be

~~REFUND TRANSFER (RT) APPLICATION AND AGREEMENT (Page 3 of 4)~~ charged a fee for the additional handling required to return your funds to the IRS. Please refer to a complete description of fees in the Truth in Savings Disclosure section of this application.

~~6.7.~~ **SHARING INFORMATION:** You authorize the Tax Preparer, the company that assists in transmitting your return to the IRS (the "Transmitter") and the IRS (and/or state taxing authority) to disclose your ~~2014~~2015 tax return and refund information to BANK and its Servicer, ~~Santa Barbara Tax Products Group, LLC~~. You acknowledge that BANK and its Servicer may share information about you with the Tax Preparer, the Transmitter and other third parties to the extent necessary to process your product request. This sharing is not subject to your consent or right to opt out. By signing below, you consent to BANK and its Servicer, the Tax Preparer, and the Transmitter sharing information about you with each other from time to time for other purposes, including without limitation to underwrite refund-related products that you may apply for in the future and to develop and offer you other refund-related products and services. **You may revoke this consent by contacting BANK and Servicer in writing at 11085 North Torrey Pines Road, Suite 210, La Jolla, CA 92037 or calling 855-300-3863. By signing below, you also authorize BANK, the Transmitter and its servicer to obtain consumer reports on you from time to time in connection with your product requests or to offer you additional products or services. 800-901-6663. For more information regarding our privacy policies please see the Privacy Policy at the end of this Agreement.**

8. CURRENT YEAR LOAN: If you obtain a loan or advance through IMC in 2016 ("Loan") and agree to apply a portion of your federal or state refund to payment of the Loan, you authorize BANK and Servicer to deduct the amount of all such Loan(s) from your federal or state refund amounts and pay or transfer such amounts to IMC on your behalf. Neither BANK nor Servicer is a provider of the Loan and neither is affiliated with IMC.

~~7.9.~~ **MISCELLANEOUS:** (a) The provisions in this Agreement survive the approval of this Agreement and the disbursement of any ~~bank product~~ proceeds to you. (b) The enforcement and interpretation of this Agreement and the transactions contemplated herein shall be governed by the laws of the United States and, to the extent state law applies, the substantive law of ~~Minnesota~~Ohio. (c) To the extent permitted by applicable law, you agree to pay any costs of collection, including reasonable attorneys' fees, if any amount due hereunder is not paid when due.

~~8.10.~~ **ACKNOWLEDGEMENT REGARDING TAX PREPARER ~~AND THE~~ TRANSMITTER, BANK, AND SERVICER:** You agree that ~~neither one of~~ your Tax Preparer ~~nor~~ the Transmitter, BANK, or Servicer is acting as your agent or is under any fiduciary duty to you regarding this Application. Among other things, you agree and consent to the receipt by your Tax Preparer ~~and/or~~ the Transmitter, BANK, and Servicer of fees as set forth in this Agreement. You acknowledge that the services provided by your Tax Preparer and/or Transmitter pursuant to this agreement are not complete and the fees paid to your Tax Preparer and/or Transmitter for these services are not earned until your refund proceeds have been disbursed to you by the BANK or Servicer.

~~9.11.~~ **COMPENSATION:** BANK or its Servicer will pay compensation to the Transmitter and may pay compensation to the Tax Preparer in consideration of rights granted by the Transmitter and Tax Preparer to BANK and/or Servicer and the performance of services by the Transmitter and Tax Preparer ~~on behalf of BANK~~. Additionally, ~~the BANK~~ Servicer will pay compensation to ~~its Servicer~~ BANK for its ~~role as a banking services and will retain a portion of the~~ processing agent fee for its services.

~~10.12.~~ **ARBITRATION:** This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. You agree that any and all disputes which in any way arise out of or relate to this agreement, shall be resolved solely by binding arbitration before the American Arbitration Association ("AAA") before a single arbitrator in arbitration commenced as close as possible to where you reside. Any and all disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party to any such arbitration shall bear its own separate costs and expenses of the arbitration and shall share equally in the charges of the AAA, including the fee of the arbitrator. However, if you are unable to pay any fee of the AAA or the arbitrator, we agree to pay those fees for you. By agreeing to arbitration, you and we are waiving our rights to file a lawsuit and proceed in court and to have a jury trial to resolve disputes. The word "disputes" is given its broadest possible meaning, and includes all claims, disputes or controversies, including without limitation any claim or attempt to set aside this arbitration provision. You may choose to opt-out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the date of this RT Agreement at the following address: Santa Barbara Tax Products Group, LLC, 11085 North Torrey Pines Road, Suite 210, La Jolla, CA 92037, Attn. Arbitration Opt-Out. Your written notice must include your name, address, Social Security Number, the date of this RT Agreement, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this RT Agreement



**SIGNATURES:** By signing below, you represent that everything you have stated in this Agreement is true and correct. You represent that you have read and understand each of the terms and conditions herein and that you agree to each of these terms and conditions. You acknowledge receiving a completed copy of this Agreement and, among other things, consent to the Arbitration Provision in Section ~~10~~12 above which may substantially limit your rights in the event of a dispute.

\_\_\_\_\_  
**Taxpayer/Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Joint Taxpayer/Co-Applicant**

\_\_\_\_\_  
**Date**

BANK and Servicer agree to all of the terms of this Agreement.

## REFUND TRANSFER ~~(RT)~~-APPLICATION AND AGREEMENT ~~(Page 4 of 4)~~

**FEDERAL ELECTRONIC FUND TRANSFER ACT DISCLOSURES:** The Federal Electronic Fund Transfer Act provides you with certain rights and obligations regarding the Federal and state income tax refund that will be electronically deposited into your Account established at ~~Sunrise Banks N.A. Civista Bank~~ for that purpose. If you believe that there is an error or if you have a question about your Account, write to ~~Sunrise Banks N.A. Civista Bank~~ 11085 North Torrey Pines Road, Suite 210, La Jolla, California 92037 or telephone (800) 901-6663 and provide ~~Sunrise Banks N.A. Civista Bank~~ with your name, a description or explanation of the error and the dollar amount of the suspected error. ~~Sunrise Banks N.A. Civista Bank~~ will advise you of the results of its investigation within 10 business days.

**BUSINESS DAYS:** Our business days are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission; or
- As explained in the Privacy section of this disclosure

**OUR LIABILITY:** If we do not complete a transfer to your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. In addition to all other limitations of our liability set forth in this Agreement, we will not be liable to you if, among other things:

- Circumstances beyond our control (natural disasters, such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- The funds in your account are subject to legal process or other claim restricting such transfer.

**USA PATRIOT ACT DISCLOSURE:** 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 an account. What this means for you: When we open an Account for you for the purpose of receiving your IRS refund deposit or if you apply for one of our products, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**TRUTH IN SAVINGS DISCLOSURE:** The Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) ~~2014~~2015 federal (and ~~2014~~2015 state, if applicable) income tax refund. We will charge the fees set forth in Section 1, for opening and maintaining the Account. No other deposits may be made to the Account. No withdrawals will be allowed from the Account except the payments set forth in Section ~~1~~2 above. No interest will be paid on Account funds. The Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you. We will charge a Return Item Fee of \$20 if the refund cannot be delivered as directed in Section ~~4~~5 of this application. An Account Research and Legal Processing fee of \$25 may be charged if we are required to provide additional processing to return the funds to the IRS. ~~These fees will be paid to the Servicer by the BANK.~~

~~**LOW-COST DEPOSIT ACCOUNTS:** For information regarding low cost deposit accounts and other banking services, please visit our website at [www.sunrisebanks.com](http://www.sunrisebanks.com).~~

**PRIVACY POLICY:** To get more information on our privacy policies, see our Privacy Policy at the end of this Agreement.

What does ~~Sunrise Banks, N.A.~~Civista Bank do with your Personal Information?

# FACTS

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?	<p>The types of personal information that we collect and share depend on the product or service you have with us. This can include:</p> <ul style="list-style-type: none"> <li>• <del>Social Security Number</del><u>number</u> and <del>Date of Birth</del><u>account balances</u></li> <li>• <del>Address of Residence</del><u>payment history and transaction history</u></li> <li>• <del>Government Issued Identification Card</del><u>overdraft history and account transactions</u></li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All Financial Companies need to share customers' personal information to run their everyday business. In the section below we list the reasons <del>Financial Companies</del> <u>financial companies</u> can share their customers' personal information; the reasons <del>Sunrise Banks, N.A.</del> <u>Civista Bank</u> chooses to share and whether you can limit the sharing.

Reasons we can share your personal information	Does <del>Sunrise Banks, N.A.</del> <u>Civista Bank</u> share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transaction, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes- to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	<del>Yes</del> <u>No</u>	<del>No</del> <u>We don't share</u>
For our affiliates' everyday business purposes- information about your transactions and experiences.	<del>Yes</del> <u>No</u>	<del>No</del> <u>We don't share</u>
For our affiliates' everyday business purposes- information about your creditworthiness.	No	We <del>Don</del> <u>don't Share</u> <u>share</u>
<del>For our affiliates to market to you.</del>	<del>No</del>	<del>We Don't Share</del>
For non affiliates to market to you.	No	We <del>Don</del> <u>don't Share</u> <u>share</u>
Questions?	Toll Free: <del>855800-300604-3863</del> <u>9368</u> or go to <a href="http://www.civistabank.com">www.civistabank.com</a>	



Who we are	
Who is providing this notice?	<del>Sunrise Banks, N.A.</del> <a href="#">Civista Bank</a>
What we do	
How does <del>Sunrise Banks, N.A.</del> <a href="#">Civista Bank</a> protect my personal information?	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. <del>Your information is accessible only to employees who need the information in order to process your product request, answer your questions or determine the types of additional products or services that we think may interest you. We train our employees on their responsibility to maintain the privacy of your personal information.</del>
How does <del>Sunrise Banks, N.A.</del> <a href="#">Civista Bank</a> collect my personal information?	We collect personal information about you when you apply for a tax related product. This includes information in your application <del>and your tax return in each year that you applied for a tax related bank product,</del> such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transactions with us, <a href="#">tax preparers and similar providers</a> , such as payment histories, balances due, and tax information. We <a href="#">may</a> also collect <del>your personal information from others, such as credit bureaus, affiliates, or other companies</del> <a href="#">information concerning your credit history from a consumer reporting agency.</a>
Why can't I limit all sharing?	Federal law gives you the right to limit only: <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 non affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <del>Our affiliates include financial companies such as University Financial Corp. dba Sunrise Banks.</del><a href="#">Civista Bank does not share with our affiliates.</a></li> </ul>
Non affiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> <li>• <del>Sunrise Banks, N.A.</del><a href="#">Civista Bank</a> does not share with <del>nonaffiliates</del><a href="#">non affiliates</a> so they can market to you.</li> </ul>
Joint Marketing	A formal joint marketing agreement between non affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <del>We may disclose all of the Confidential Information that we collect as described above to companies that perform marketing services on our behalf or to other tax product providers with whom we have joint marketing agreements.</del><a href="#">Civista Bank does not jointly market.</a></li> </ul>
Other Important Information	
This Notice is adopted in recognition of our obligations under Title V of Gramm-Leach Bliley Act of 1999.	
This Notice applies only to individuals who have applied for a tax-related bank product.	



Document comparison by Workshare Compare on Wednesday, September 30, 2015 3:59:32 PM



Input:	
Document 1 ID	file://F:\schmidtb\Forms and Disclosures\2015\CCH\3fund\23 - RT Application_3Fund final_12_2_2014.docx
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Document 2 ID	file://F:\schmidtb\Forms and Disclosures\2016\CCH\33b.RT APP cch 3Fund_9.28.2015_clean version.docx
Description	33b.RT APP cch 3Fund_9.28.2015_clean version
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
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Padding cell	

Statistics:	
	Count
Insertions	179
Deletions	119
Moved from	2
Moved to	2
Style change	0
Format changed	0

Total changes	302
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Name: SSN:  
Name: SSN:

**REFUND TRANSFER FEE DISCLOSURE**

In this Refund Transfer (RT) fee disclosure form, the term "you", "your" and "yours" refers to either "Taxpayer" signing below. The words "we", "us" and "our" refer to Civista Bank Sunrise Banks N.A. ("BANK"). In accordance with your instructions in the REFUND TRANSFER APPLICATION AND AGREEMENT ("AGREEMENT"), upon receipt of your IRS refund, BANK will pay out your refund as indicated below:

Expected Federal Refund Amount	\$ _____
—Authorized Deductions:	
<b><u>Fees Related to Tax Preparation and/or Other Services or Products:</u></b>	
1. Amount paid for tax preparation services	\$ _____
2. Amount paid to Transmitter	\$ _____
<u>Subtotal</u>	<u>(\$ _____)</u>
<b><u>RT Fee:</u></b>	
<u>3. Processing fee for disbursement option<sup>1</sup></u>	<u>(\$ _____)</u>
<u>3. Deposit product fee paid to BANK<sup>4</sup></u>	<u>\$ _____</u>
Amount paid directly to you <sup>2</sup>	\$ _____

<sup>1</sup>A portion of BANK's this fee will be retained by may be shared with the RT processor, Santa Barbara Tax Products Group (TPG) and a portion may be shared with the transmitter of your return. This fee is increased by \$9.95 if BANK also processes your state refund is also processed but the \$9.95 will only be collected from a state refund. If Walmart Direct2Cash is selected, Walmart will also receive a portion of the fee.

<sup>2</sup>The actual amount paid directly to you may be less if the IRS does not send us your full refund. If the amount actually paid to you is less than the amount shown above, you can view an updated itemization on our website by logging on to [www.sbtpg.com](http://www.sbtpg.com).

**State refund:** If BANK receives your state refund before your IRS refund, BANK will deduct the \$9.95 state fee and the fees indicated in 1, 2, and 3 before disbursing any balance of the state refund to you. The deposit product fee and any fees shown above that are still unpaid after the state refund is disbursed will be paid from the IRS refund when the IRS refund is received.

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**ADDITIONAL DISCLOSURES:** Once your AGREEMENT has been signed and transmitted to BANK and Servicer and BANK and/or Servicer has received an acknowledgement from the Internal Revenue Service (IRS) that your electronically filed tax return has been received and accepted by the IRS, BANK will open your Account to receive your IRS refund. If and when the federal refund has been deposited by the IRS to your Account, BANK and/or Servicer will make all deductions indicated above and disburse the balance of the Account to you in accordance with the disbursement method chosen by you. BANK and Servicer have has no control over and cannot guarantee if or when the IRS or state tax agency will issue you a refund or what the amount of your expected tax refund will be.



**BY SIGNING BELOW**, I (we, if joint return filed) acknowledge that I have received this Fee Disclosure concerning my Refund Transfer and I agree to have my refund disbursed as indicated above.

\_\_\_\_\_  
Taxpayer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint Taxpayer

\_\_\_\_\_  
Date

