

Refund Advantage

IMPORTANT DISCLOSURES RELATED TO THE REFUND DISBURSEMENT SERVICE

PLEASE READ THESE IMPORTANT DISCLOSURES BEFORE YOU SIGN THE APPLICATION

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 require you to pay fees for the Refund Disbursement Service 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 by U.S. Mail, or by direct deposit to your bank/credit union account. 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	You Pay Preparer Directly
Paper Return	IRS Direct Deposit	5 to 7 weeks	You Pay Preparer Directly
E-File	IRS Issued Check	21 to 28 days	You Pay Preparer Directly
E-File	IRS Direct Deposit	Less than 21 days	You Pay Preparer Directly

* The estimates shown above do not include any additional time that may be required for your bank to make the funds available to you after the refund is deposited to your account, or for IRS mail delivery.

You can file your tax return electronically and obtain your refund through our Refund Disbursement Service. If you choose to receive your refund through our 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 you select. These options and fees are set out in the chart below. Only the 1st disbursement fee is charged if you receive just one tax refund (whether federal or state). Both the 1st and 2nd disbursement fees are charged if you receive two tax refunds (whether you receive two federal refunds, or two state refunds, or one of each). If you use our Service, the disbursement fees charged will be deducted from the tax refund proceeds you receive and can reduce the amount you can expect from your tax refund.

Disbursement Options and Costs	Disbursement Fees
FasterMoney® Visa® Prepaid Card (previously enrolled for at www.myfastermoney.com). No fees for in-network ATM withdrawals. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card.	1 st Refund: \$35 2 nd Refund: \$12
New FasterMoney Visa Prepaid Card (obtained from your Tax Preparer). No fees to use the card at merchants to purchase goods or services during the first 30 days after issuance. Card will be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details including all other fees.	1 st Refund: \$35 2 nd Refund: \$12
Paper Check. 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.	1 st Refund: \$35 2 nd Refund: \$12
ACH Credit (direct deposit) to existing bank account or other prepaid card. Advance disbursements not available. Rejected disbursements will be disbursed via paper check and the paper check fees will apply.	1 st Refund: \$35 2 nd Refund: \$12

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.
- Once your tax return is filed, you may visit www.irs.gov and click on 'Where's My Refund' to learn information about the processing of your refund.

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 **Refund Disbursement Service Application** and the **Refund Disbursement Service Agreement** (collectively, "Application and 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:

Expected Refund Amount*		\$
(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) [†]	\$	
(5) Audit Fee paid to	\$	
(6) Other Authorized Deductions	\$ _____	
Estimated Total Deductions** [(1)+(2)+(3)+(4)+(5)+(6)]		- \$ _____
Estimated Refund Amount Paid to You^{††}		\$ _____

Please Note: If you apply and are approved for an Advance, your **Estimated Refund Amount Paid to You** will be reduced by the amount of the Advance. You may consult your Refund Advance Loan Disclosure and Agreement for more information.

* **Expected Refund Amount** is based upon the tax information to be filed with the IRS and/or state taxing authority by your Tax Preparer. If the actual refund amount is lower, the **Estimated Refund Amount Paid to You** will also be lower.

[†] Disbursement Fee(s) include the applicable fees in connection with your disbursement option. This amount may be higher if you receive a second tax refund, and we only anticipated one tax refund (in which case the fees for a second disbursement in connection with your disbursement selection will apply).

** The **Estimated Total Deductions** are a good faith estimate of associated fees. Fees will be due upon commencement of disbursement services.

^{††} The **Estimated Refund Amount Paid 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 higher or lower if the actual amount of your refund received from the IRS or state taxing authorities is different than the Expected Refund Amount set forth above.

NOTICE

You are paying \$ _____ in Disbursement Fee(s) to get your tax refund proceeds 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 PERSONAL ACCOUNT BY THE IRS OR STATE TAXING AUTHORITY. You also can wait for the Internal Revenue Service to mail you a tax refund check.

Refund Disbursement Service Application

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 Application, I hereby certify:

Disbursement Selection – Please check one box on left to indicate your selection.		Disbursement Fees	
<input type="checkbox"/>	FasterMoney® Visa® Prepaid Card (previously enrolled for at www.myfastermoney.com). Refund Disbursement Fees apply. No fees for Advance disbursements and no fees for in-network ATM withdrawals. Refund proceeds will be disbursed to the account identified. See Cardholder Agreement for complete details, including all other fees, related to use of the prepaid card. Bank Routing Number: _____ Account Number: _____	1 st Refund:	\$35
		2 nd Refund:	\$12
<input type="checkbox"/>	New FasterMoney Visa Prepaid Card (obtained from your Tax Preparer). 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 will 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 st Refund:	\$35
		2 nd Refund:	\$12
<input type="checkbox"/>	Paper Check. 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.	1 st Refund:	\$35
		2 nd Refund:	\$12
<input type="checkbox"/>	ACH Credit (direct deposit) to existing bank account or other prepaid card. 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: _____	1 st Refund:	\$35
	Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	2 nd Refund:	\$12

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: Driver's License, BMV/DMV State ID, Military ID, Passport, Resident Alien ID, other Government-Issued Picture ID.
3. I understand that the Refund Disbursement Service is not a loan or an extension of credit and that the Refund 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 (i) this Application and Agreement and (ii) disclosure pages titled "Refund Disbursement Fees and Authorized Deductions" and "Important Disclosures related to Refund Disbursement Service". I have carefully read and considered all of the provisions of this Application and Agreement.
6. I authorize the deductions of each of the amounts specified on the 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.
7. I have read, understand, and agree to all of the terms of this Application and Agreement, including the **WAIVER OF RIGHT TO TRIAL BY JURY AND ARBITRATION PROVISION**.
8. By using Refund Advantage for disbursement, I understand and agree to be bound by the terms of the Refund Disbursement Service Agreement.
9. 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 Date

(Joint Applicant signature required if filing joint return.)

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. Refund Advantage will share certain of this information with The Ohio Valley Bank Company ("Bank"), which we have authorized to accept your refund and make the deductions and disbursements you are authorizing pursuant to the Privacy Policies below.

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

Refund Disbursement Service Agreement

1. GENERAL INFORMATION ABOUT THE REFUND DISBURSEMENT SERVICE: As used in this Agreement for the Refund Disbursement Service ("Agreement"), the terms "you" and "your" mean the person signing above as the "Applicant" (or, if a joint return is being filed, both "Primary Applicant" and "Joint Applicant"). 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 receive a direct deposit of your refund(s) from the Internal Revenue Service ("IRS") and/or state taxing authorities, on your behalf and to be held temporarily in escrow for your benefit, until Bank disburses any amounts, fees and charges authorized by this Agreement to be disbursed from your refund(s), including but not limited to any Refund Disbursement Fee (as set forth in this Agreement), and your tax preparation fees and any other amounts, fees and charges authorized by this Agreement from your Account. After deducting all fees and charges as provided for in this Agreement, we will disburse the remaining balance of your tax refund(s), if any, in accordance with your direction. **You understand that you have the ability to pay your tax preparation fees and file your tax return(s) without using the Service.**

2. TEMPORARY SPECIAL PURPOSE DEPOSIT ACCOUNT: By signing this Agreement, you authorize Bank to (i) receive the direct deposit of your federal and/or state tax refund(s) into a special purpose deposit account (the "Account") used by Bank solely for the receipt of tax refunds, (ii) make any authorized deductions specified by you on the attached itemization of Refund Disbursement Fees and Authorized Deductions and disburse them to third parties as authorized by this Agreement, and (iii) cause the remainder of your refund(s) received into the Account to be disbursed to you as directed by you in this Agreement. The Bank will hold your refund(s) in this Account solely for your benefit and only until your tax refund(s) have been fully disbursed. You will not be able to make any further deposits into or withdrawals from this Account, to close the Account, or to take any other action with respect to the Account. The Account is non-interest bearing, so you will receive no interest on your refund(s) while the Bank holds your refund(s). The Account is intended for use for the direct deposit and disbursement of tax refunds received by Bank. Once your tax refunds for the 2016 tax year have been fully disbursed from the Account, your interest in the Account will be terminated.

3. RECEIPT AND APPLICATION OF TAX REFUND(S): By signing the Application, 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 2016 tax year. You authorize Tax Preparer to submit the 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 receive the proceeds that are to be provided to you under this Agreement. Please review the options carefully. 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: You authorize your 2016 tax return and refund information to be shared with and among: the IRS, applicable state taxing authority, Tax Preparer, applicable service bureau, transmitter, Servicer, and Bank. 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 Policies 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 Agreement, 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.

7. QUESTIONS AND CONCERNS: If you have a question regarding the temporary account or Refund Disbursement Service, or believe an unauthorized transaction has been made, contact us IMMEDIATELY by telephone at (866) 876 - 6648, or write to Refund Advantage, PO Box 24462, Louisville, KY 40224 ("Notice Address"). Please include your name and account number, and a brief description of the issue, including the amount and date of the transaction in question. We will look into your question or your claim. You agree to cooperate with us. If you do not contact us within a reasonable time, it may affect our ability to help.

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 the Application and Agreement may be denied for any reason. By signing this Application and 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. 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 Ohio and applicable federal laws; except that the Waiver of Right to Trial by Jury and Arbitration Provision ("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 net 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.

9. LIABILITY RELEASE AND DAMAGE LIMITATION: You agree by signing this Application and 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 their 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 their 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.

10. WAIVER OF RIGHT TO TRIAL BY JURY AND ARBITRATION PROVISION:

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.

We have put this Arbitration provision in question and answer form to make it easier to follow. However, this Arbitration provision 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 indicated above, 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. 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.
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"> The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. 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	For Disputes subject to this Dispute Clause, you give up your right to: <ol style="list-style-type: none"> Have juries decide Disputes. Have courts, other than small-claims courts, decide Disputes. Serve as a private attorney general or in a representative capacity. Join a Dispute you have with a dispute by other consumers. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
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 individual arbitration or an individual 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.
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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 Income
- Account balances and Transaction history
- Credit history and Assets

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?
For our everyday business purposes – such as to process your transactions, 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	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes - Information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Go to www.metabank.com.

Who we are

Who is providing this notice?	This privacy policy is provided by MetaBank and applies to MetaBank products and services.
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What we do

How does MetaBank 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 MetaBank collect my personal information?	<p>We collect your personal information, for example when you</p> <ul style="list-style-type: none"> • Open an account or Apply for a loan • Make deposits or withdrawals from your account or Provide account information • Make a wire transfer <p>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <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

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>MetaBank does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>MetaBank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i>

Other important information

Special Notice for State Residents

Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent.

Residents of Nevada: We are providing this notice pursuant to Nevada law.

Refund Advantage
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 APPROXIMATELY 21 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.

There is no fee or interest for this Refund Advance Loan. The Annual Percentage Rate ("APR") is 0%. If approved, your loan proceeds will normally be disbursed to you within 1 business day. On average, your Refund Advance Loan 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 without obtaining a loan.

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*
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 Building, 1525
Sherman Street – 7th Floor, Denver, CO 80203
Phone: (303) 866-4494
Email: uccc@state.co.us

Refund Advance Loan Disclosure and 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 ^(e)	Total of Payments ^(e)
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>\$ XX</u> *	<u>\$ XX</u> *

Payment Schedule:^(e) We expect that the entire Amount Financed will be due on the day The Ohio Valley Bank Company ("Bank") receives your federal tax refund in the temporary special purpose deposit account established for you by Bank (the "Account").

Security: You are giving us a security interest in your 2016 tax refund(s) and any funds deposited into the Account.

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.

^(e) means an estimate

* You are applying for a loan up to the amount indicated in the Amount Financed box above. If your loan is approved, the Amount Financed and Total of Payments may be reduced based on your creditworthiness or information from the Internal Revenue Service. We will notify you of our decision.

Itemization:

Amount Financed: \$XX

Amount given to you directly: \$XX

REFUND ADVANCE LOAN AGREEMENT

1. **Definitions.** In this Refund Advance Loan Agreement ("Agreement"), 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 national savings association headquartered in Sioux Falls, South Dakota. "Refund Advance Loan" and "Advance" mean the Refund Advance Loan by Refund Advantage.

2. **Military Lending Act.** The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this paragraph apply to Covered Borrowers. If you would like more information about whether you are a Covered Borrower and whether this paragraph applies to you, please contact us at 1-866-674-1025.

Statement of MAPR: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an Annual Percentage Rate (APR) of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain applications fees for specific credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures: Before signing this Agreement, in order to hear important disclosures and payment information about this Agreement, you may call 1-866-674-1025.

3. **About the Refund Advance Loan and Costs.** We do not charge any fees or interest for the Refund Advance Loan. However, you may pay fees to other parties for other products that you choose, including fees to your tax preparer for your tax preparation, fees for your temporary deposit account depending on the number of refunds processed through that account, fees associated with the bank account to which your direct your refund, or fees for other third party services. Choices made pursuant to the Refund Disbursement Service Agreement will not change the terms of the Refund Advance Loan; however, the amount of your tax refund may impact the Refund Advance Loan amount you qualify for. If your application is denied, you will still receive your tax refund on a FasterMoney® Visa® Prepaid Card, unless you have chosen a different disbursement method through a Refund Disbursement Service Application. All Refund Advance Loans will be repaid from a customer's expected federal and/or State 2016 tax refund. You choose the method by which we disburse the Refund Advance proceeds. The options for disbursement of the Refund Advance Loan include the following:

Refund Advance Loan Options	Fees
New FasterMoney® Visa® Prepaid Card (obtained from your Tax Preparer). No fees to use the card at merchants to purchase goods or services during the first 30 days after issuance. Card will be issued to Primary Applicant in the case of a joint return. See Cardholder Agreement for complete details including all other fees. If you have also accepted a Refund Disbursement Service Agreement, fees will apply to disbursements under that Agreement.	\$0
Paper Check. Customers choosing to receive the Refund Advance Loan proceeds by check agree and acknowledge that there are no fees for advance disbursements. Customers may incur fees in connection with any account to which the check may be deposited or to cash the check. This option is available only if you have chosen to submit a Refund Disbursement Service Application, in which case refund disbursement fees will apply.	\$0

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.

4. **Your Expected 2016 Tax Refund.** You acknowledge and agree that you (i) consulted with a tax preparer participating in the Program, and (ii) delivered to the tax preparer true and accurate financial information regarding your taxable income for 2016.

5. **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 the Amount Financed 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 select for the Refund Advance Loan. You promise to pay the Refund Advance Loan at the APR of 0% from the date of our approval of any Refund Advance Loan until paid in full. We charge \$0.00 in fees, charges, points, etc. in connection with this Refund Advance Loan.

6. **Repaying Your Refund Advance Loan and No Personal Liability.** To repay your Refund Advance Loan, you have authorized us and the Bank to repay the Refund Advance Loan directly from your 2016 tax refund. You authorize us to establish a temporary special purpose account on your behalf to receive your 2016 tax refund(s). You agree that payments will be made first to MetaBank from any state (if applicable) or federal tax fund deposited to the Account. For example, if

your 2016 federal refund is insufficient to repay the Refund Advance Loan, then your state tax refund(s) (if permitted by applicable state law), if any, will be used to repay the Refund Advance Loan. Any 2016 tax refund balance remaining after the Advance is repaid (and any other fees you may owe, as applicable) will be disbursed to your FasterMoney Visa Prepaid Card unless you have selected another option pursuant to a separate Refund Disbursement Service Agreement you have entered. *If your 2016 federal and state tax refund(s) are insufficient to pay the Refund Advance Loan in full after applying such refund amount to the outstanding balance of the Refund Advance Loan, you are not obligated to repay any difference, and you shall not be personally liable to repay any remaining balance of the Refund Advance Loan.*

7. **Security.** You grant us a security interest in your 2016 federal and state tax refund(s) (if permitted by applicable state law) and the limited special purpose deposit account established with the Bank to which they will be deposited. As such, any deposits (your federal and/or state tax refunds if applicable) to the limited special purpose deposit account serve as security for your obligations.

8. **Right to Rescind and Prepayment, Default and Account Closure.** You have the right to cancel this Refund Advance Loan if you call our Customer Service Center at 1-866-674-1025 before the Refund Advance Loan funds are disbursed to you. You also may prepay the Refund Advance Loan at any time before the due date so that the payment is not taken out of your 2016 tax refund. To prepay, you must call our Customer Service Center at 1-866-674-1025. We will ask you to authorize a payment from your bank account or make other arrangements. You will not be charged a fee or penalty if you choose to prepay the Refund Advance Loan. You will be in default if you break any promise in this Agreement. All Refund Advance Loan accounts will be closed upon the earlier of full repayment from your tax refund or 90 days after account opening, but not later than December 31, 2017.

9. **Governing Law and Assignment.** MetaBank is regulated by the Office of the Comptroller of Currency and insured by the FDIC. This Agreement is made pursuant to federal law. To the extent federal law does not preempt state law, then this Agreement shall be governed by and construed in accordance with the laws of South Dakota. We may assign or transfer this Agreement or any of our rights.

10. **Waiver of Right to Trial by Jury and Arbitration Provision.** **THIS JURY TRIAL WAIVER PROVISION DOES NOT APPLY TO YOU IF, AS OF THE DATE YOU ENTER THIS AGREEMENT, YOU ARE A MEMBER, OR A DEPENDENT OF A MEMBER, OF THE ARMED FORCES COVERED BY THE FEDERAL MILITARY LENDING ACT. THIS MEANS THAT YOU HAVE THE RIGHT TO FILE A LAWSUIT AND HAVE YOUR DISPUTE RESOLVED IN COURT, AND BY A JURY TRIAL, IF YOU CHOOSE.**

FOR ALL CUSTOMERS NOT COVERED BY THE MILITARY LENDING ACT, 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.

We have put this Arbitration Provision 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 Dispute Clause ("Clause").

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
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 we approve your Refund Advance Loan. 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.
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 Disclosure, the Refund Advance Loan, 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. 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.
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"> The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.org Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. 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	For Disputes subject to this Dispute Clause, you give up your right to: <ol style="list-style-type: none"> Have juries decide Disputes. Have courts, other than small-claims courts, decide Disputes. Serve as a private attorney general or in a representative capacity. Join a Dispute you have with a dispute by other consumers. Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
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 individual arbitration or an individual 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 Loan 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.

Arbitration Fees and Awards.

Who bears arbitration fees?	Usually, we do.	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.
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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.

11. 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 Agreement 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.

12. Verifications. We verify your name, date of birth, social security number, residence or other identifying information as required by applicable law.

13. Privacy Policy. We respect the privacy of information about you and the Refund Advance Loan 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.

14. 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.

15. Communications. You must send all written notices to us at the Notice Address, with such further detail as other provisions of this Agreement 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.

16. 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 Loan or service contemplated by this Agreement. However, we are not under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

17. Third-Party Claims or Defenses. Except as otherwise provided in this Agreement 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 Loan.

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

Primary Applicant: _____ SSN: _____

Joint Tax Filer: _____ SSN: _____

Customer Representations. By signing below, you hereby certify:

1. You have chosen to apply for a Refund Advance Loan in the amount indicated by checking one of the boxes below:
- ☐ \$1,200.00 ☐ \$800.00 ☐ \$500.00

2. You have chosen the following method for receiving your Refund Advance Loan:

	Refund Advance Loan Choice
<input type="checkbox"/>	New FasterMoney Visa Prepaid Card (obtained from your Tax Preparer). Card Envelope Number: _____
<input type="checkbox"/>	Paper Check. This option is available only if you have chosen to submit a Refund Disbursement Service Application.

3. You understand and agree that you have authorized your tax preparer to submit this application on your behalf. We may decline your application based on our review of information we receive from the Internal Revenue Service, such as if you have if you have delinquent child support or outstanding unpaid taxes, student loans, or other federal debt. We may also decline your application if you fail to meet our credit underwriting criteria, which we may change at any time. We will notify you of our decision.
4. 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.
5. You understand that **THERE ARE NO FEES FOR THE REFUND ADVANCE LOAN.** However, you may pay fees to other parties for other products that you choose including fees to your tax preparer for your tax preparation, fees for additional payments from your temporary deposit account, fees associated with the bank account to which you direct your refund, or fees for other third party services. If you are required to pay fees to other parties, you acknowledge having received a list of those fees.
6. You understand that the Refund Advance Loan is a single advance of funds and no additional advances will be extended;
7. You agree that the amount of the Refund Advance Loan as set forth in the Total of Payments section of the Refund Advance Loan Disclosure and Agreement 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) or the applicable tax authority for information about tax refund processing;
9. If your application is approved, **YOU ARE RECEIVING A LOAN AND NOT A TAX REFUND;**
10. You have reviewed the cost of the Refund Advance Loan and compared it with the costs of other sources of credit and consider the Refund Advance Loan to be consistent with your personal needs and financial circumstances;
11. This Agreement 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 Loan is an 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 Agreement is declared invalid, the rest of the Agreement remains valid;
16. You agree this written Agreement (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 Agreement must be in writing, and signed by both parties;
17. You have read, understand, and agree to all of the terms of this Agreement, including the **Waiver of Right to Jury Trial and Arbitration Provision** (unless you are covered under the Military Lending Act); and
18. You certify that the information you have provided to us prior to signing this Agreement 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 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.

X _____
Primary Applicant Signature Date

X _____
Joint Tax Filer Consent Date
(Joint Applicant signature required if filing joint return.)

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 pursuant to our Privacy Policies.

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

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 Income
- Account balances and Transaction history
- Credit history and Assets

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?
For our everyday business purposes – such as to process your transactions, 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	Yes	No
For our affiliates' everyday business purposes - Information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes - Information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Go to www.metabank.com.

Who we are

Who is providing this notice?	This privacy policy is provided by MetaBank and applies to MetaBank products and services.
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What we do

How does MetaBank 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 MetaBank collect my personal information?	<p>We collect your personal information, for example when you</p> <ul style="list-style-type: none"> • Open an account or Apply for a loan • Make deposits or withdrawals from your account or Provide account information • Make a wire transfer <p>We also may collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <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

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>MetaBank does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>MetaBank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partner(s) include nonaffiliated financial companies that we may partner with to jointly market financial products or services to you.</i>

Other important information

Special Notice for State Residents

Residents of California or Vermont: We will not share with nonaffiliates except for our own marketing purposes, our everyday business purposes, or with your consent.

Residents of Nevada: We are providing this notice pursuant to Nevada law.

MetaBank®
PO Box 91607
Sioux Falls, SD 57109
1-866-876-6648

Notice of Incomplete Application and Request for Additional Information

Dear Applicant,

Thank you for your application for a Refund Advance Loan.

Until we receive information that the Internal Revenue Service (IRS) has accepted your tax return, your application is not complete, and we cannot begin our evaluation. We will promptly request this information from your tax preparer. However, if we don't receive the IRS acceptance of your tax return by February 28, 2017, your application will be declined.

Regards,

MetaBank Lending Department

NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney St., Suite 3450, Houston, TX 77010-9050.