

## H&R Block Easy Savings™ ATM Card Cardholder Agreement IMPORTANT – PLEASE READ CAREFULLY

### 1. Terms and Conditions/Definitions for the H&R Block Easy Savings ATM Card.

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the H&R Block Easy Savings ATM Card has been issued to you. By accepting and using this Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement, “Card” means the H&R Block Easy Savings ATM Card issued to you by H&R Block Bank. “Issuer” means H&R Block Bank, a Federal Savings Bank. H&R Block Bank is a FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Card. You acknowledge and agree that the value available on the Card is limited to the funds accessed through your H&R Block Easy Savings Account. “You” and “your” means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” means H&R Block Bank, our successors, affiliates or assignees. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of H&R Block Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Cancellation of the Card does not cancel your H&R Block Easy Savings Account. Please read this Agreement carefully and keep it for future reference.

The Card is an ATM card. The Card is not connected in any way to any other account with H&R Block Bank. The Card is not a credit card. H&R Block Bank’s business days are Monday through Friday, 8 a.m. to 6 p.m. Central Standard Time, excluding holidays.

#### Authorized Users

You may request an additional Card for a secondary Card Account holder on your H&R Block Easy Savings Account. You may not request an additional Card for any person who is not an H&R Block Easy Savings Account holder on your H&R Block Easy Savings Account. You must notify us to revoke permission for any person you previously authorized to use your Card. You may not permit another person to have access to your Card or Card number. If you do, you are liable for all charges made by those persons. You are responsible for all charges and fees incurred by any other person you have authorized. If you notify us to revoke another person’s use of your Card, we may revoke your Card and issue a new Card with a different number. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

#### Personal Identification Number (“PIN”)

We will give you a Personal Identification Number (“PIN”). You may use your Card to obtain cash from any Automated Teller Machine (“ATM”), which requires entry of a PIN that bears the CIRRUS® or NYCE® brand. All ATM transactions are treated as cash withdrawal transactions. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.” If you have not received your PIN call 1-800-HRBLOCK.

### 2. Using Your Card/Features

#### Adding funds to your Card

You may not add funds directly to your Card.

#### Adding funds to your H&R Block Easy Savings Account

You may add funds to your H&R Block Easy Savings Account in accordance with the terms and conditions of the H&R Block Easy Savings Account provided to you earlier. The minimum amount of the initial deposit is \$300.00. There is no minimum amount for subsequent deposits. The maximum amount of the initial deposit is \$10,000.00. There is no maximum amount for subsequent deposits. There is no maximum number of times you may make deposits to your H&R Block Easy Savings Account per day. The maximum cumulative amount that may be withdrawn from an ATM per day is \$510.00 or the maximum amount permitted by the individual ATM. The minimum value of your H&R Block Easy Savings Account is \$0. There is not a maximum value on your H&R Block Easy Savings Account. Your H&R Block Easy Savings Account is FDIC-insured up to \$100,000. For deposit slips or direct deposit forms or instructions on making additional deposits to your H&R Block Easy Savings Account, go to [hrblock.com/easyproducts](http://hrblock.com/easyproducts) or call 1-800-HRBLOCK and select the ‘H&R Block Easy Savings Accounts’ option. You may also call 1-800-HRBLOCK for additional withdrawal methods.

You are responsible for all authorized withdrawals initiated by use of your Card. If you permit someone else to use your Card or Card number we will treat this as if you have authorized such use and you will be responsible for any withdrawals made subject to such use. For security reasons, we may limit the amount or number of withdrawals you can make on your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash at an ATM. You may not use your Card for any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available on your Card Account by the amount of the withdrawal and any applicable fees or charges. You are not allowed to exceed the available amount on your Card Account through an individual withdrawal or a series of withdrawals. Nevertheless, if a withdrawal exceeds the balance of the funds available on your Card you shall remain fully liable to us for the amount of the withdrawal and any applicable fees or charges.

### 3. Charges Made In Foreign Currencies

If you obtain your funds in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International into an amount in the currency of your Card. MasterCard International will establish a currency conversion rate for this convenience. This percentage amount is independent of any amount taken by the Issuer in accordance with the following paragraph of these terms and conditions.

If you obtain your funds in a currency other than the currency in which your Card was issued, the Issuer will increase the currency conversion rate (described in the immediately preceding paragraph) by an additional 2% and will retain this amount as compensation for its services. This charge is independent of the currency conversion rate established by MasterCard International.

### 4. Receipts

You should get a receipt at the time you obtain cash using your Card. You agree to retain your receipt to verify your transactions.

### 5. Periodic Statements

Statements will be mailed free of charge quarterly (Statements are mailed during the first two weeks of the following months: January, April, July, October), or each month in which a transaction occurs. Transactions include withdrawals and deposits. You will automatically receive paper statements.

### 6. Fee Schedule\*

■ ATM: Balance Inquiry**	\$0.50 (each)
■ ATM: Cash Withdrawal**	\$0.50 (each)
■ Voice Response Unit (VRU) Card Account Inquiry	\$0.00
■ Customer Service Live Agent	\$0.00
■ Additional Card (One free additional Card may be requested for joint H&R Block Easy Savings Accounts. Second and subsequent Cards are \$15.00 each)	\$15.00 (each)
■ Replacement Card ((Lost/Stolen Only)	\$15.00 (each)
■ Reissued Card (Damaged Cards Only)	\$15.00 (each)
■ H&R Block Easy Savings Account Setup	\$0.00
■ Annual H&R Block Easy Savings Account Maintenance	\$0.00 (per year)
■ H&R Block Easy Savings Account Terminations	\$0.00
■ Returned Check/ACH	\$20.00 (each)
■ Wire Transfer Out	\$15.00 (each)
■ Withdrawal by Mail	\$0.00
■ Priority Card Production and Delivery	\$55.00 (each)
■ Priority Check Disbursement	\$25.00 (each)
■ Duplicate Periodic Statement (Charged per statement after third duplicate statement request)	\$3.00

\*Fees are subject to change.

\*\*If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged an additional fee by the ATM operator even if you do not complete a withdrawal. This additional ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by H&R Block Bank. This additional ATM fee amount along with the \$.50 withdrawal and balance inquiry fee charged by the H&R Block Bank, will be charged to your Card.

## Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing withdrawals;
- (2) In order to verify the existence and condition of your Card for a third party, such as ATM network;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

## 7. Our Liability for Failure to Complete Transactions

If we do not properly complete a withdrawal from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. The instances we will not be liable for include, but may not be limited to the following:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the withdrawal;
- (2) If an ATM refuses to accept your Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested withdrawal is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- (9) Any other exception stated in our Agreement with you.

## 8. Your Liability for Unauthorized Transfers

Contact H&R Block at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call H&R Block at 1-800-HRBLOCK. If you notify H&R Block within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do not notify H&R Block within two (2) business days after you learn of the loss or theft of your Card and H&R Block can prove that they could have stopped someone from using your Card without your permission if you had promptly notified them, you could lose as much as \$500.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify H&R Block at once. If you do not notify H&R Block within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if H&R Block can prove that they could have stopped someone from taking the value if you had notified them in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, your Card Account will be closed to keep losses down.

## 9. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Missouri except to the extent governed by federal law.

## 10. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

## 11. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic withdrawals, call 1-800-HRBLOCK or write to Cardholder Services, P.O. Box 44215, Jacksonville, FL 32332-4215 if you think your statement or receipt is wrong or if you need more information about a withdrawal listed on the statement or receipt. You must contact us no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared.

1. Provide your name and Card number (if any).
2. Describe the error or the withdrawal you are unsure about, and explain why you believe it is an error or why you need more information.
3. Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting:

H&R Block Customer Service  
Cardholder Services  
PO Box 44215  
Jacksonville, FL 32232-4215

## 12. ARBITRATION

If you or we request, any controversy or claim ("Controversy") concerning your Card or this Agreement, including any claim based on or arising from an alleged tort, will be determined by arbitration or trial by a judge as provided below. A Controversy that involves an amount in dispute of less than one (\$1) million will be determined by arbitration as described below. Any other Controversy will be determined by trial by a judge without a jury, as described below. The arbitration or trial by a judge will take place on an individual basis without resort to any form of class action.

WHETHER THE CONTROVERSY IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, YOU AGREE AND UNDERSTAND: (1) THAT YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY, AND THERE WILL BE NO JURY AND (II) THAT THIS SECTION PRECLUDES YOU AND US FROM HAVING THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY FORM OF CLASS ACTION OR ANY OTHER LITIGATION FILED IN COURT BY OTHERS.

Since this Agreement touches and concerns interstate commerce, an arbitration under this Agreement will be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in this Agreement. Arbitration, including selection of an arbitrator, will be conducted in accordance with the then-current rules for arbitration of financial services disputes of J.A.M.S. ("JAMS"). You may call JAMS at the telephone number in your local directory or at 1-800-352-5267 to obtain rules and forms to initiate arbitration or visit their web site at [www.jamsadr.com](http://www.jamsadr.com) for more information. If JAMS is unable or unwilling to serve as the provider of arbitration, we may substitute another national arbitration organization with similar procedures. The arbitrator(s) will follow the law and will give effect to statutes of limitation in determining any claim. Any Controversy concerning whether an issue is arbitrable will be determined by the arbitrator(s). The award of the arbitrator(s) will be in writing and include a statement of reasons for the award. The award will be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award will be entertained except as provided by Section 10 of the United States arbitration Act or upon a finding of manifest injustice.

**Trial by a Judge:** If you or we request, any Controversy that is not submitted to arbitration as provided above will be determined by trial by a judge without a jury.

**Self-Help and Provisional Remedies:** Either you or we may exercise self-help remedies such as asset-off or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or reference. Neither the obtaining nor the exercise of any such remedy will waive the right of either party to demand that the related or any other Controversy be determined by arbitration provided above.

**Jurisdiction and Venue:** Any arbitration lawsuit, or other proceeding regarding your Card Account, must be brought in the state in which you applied for your Card.

For purposes of the arbitration provision in this Section 14, the term "we" shall mean H&R Block Bank and H&R Block Services, Inc., and each of their parents, subsidiaries, affiliates, or predecessors, assignees and the franchisees of any of them, and each of their offices, directors, agents, and employees.

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