

H&R Block Emerald Prepaid MasterCard® Cardholder Agreement

IMPORTANT - PLEASE READ CAREFULLY

1. Terms and Conditions/Definitions for the H&R Block Emerald Card.

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the H&R Block Emerald Prepaid MasterCard 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 Emerald Prepaid MasterCard which does not have your name embossed (“Non-Personalized Card”) or is embossed with your name (“Personalized Card”) which may be issued to you by H&R Block Bank. “Issuer” means H&R Block Bank, a Federal Savings Bank, member FDIC. “Card” means the records we maintain to account for the value associated with the Card. You acknowledge and agree that the value available on the Card is limited to the funds that you have loaded onto the Card, or have been loaded onto the Card on your behalf. “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 expiration date of your Card is identified on the front of your Card. If a balance remains on your Card after expiration, we will mail a check representing the remaining balance minus any fees owed to the address we have on record for you. 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, suspended, repossessed, or revoked at any time without prior notice subject to applicable law. If your Card is canceled, suspended, repossessed, or revoked, you will be entitled to a refund of any remaining balance. You must surrender a revoked Card. You may not use an expired, canceled, or revoked Card. Please read this Agreement carefully and keep it for future reference. At our discretion, inactive Cards may be deemed dormant and closed after the monthly inactivity fee depletes the balance. Inactive status may be defined as three (3) consecutive months of no credit or debit activity excluding fees. Inactive cards will not receive annual regulatory disclosure notices. In the instance of Bank’s receipt of any returned mail, mailed to the Cardholder’s address of record, the Card may be deemed inactive for purposes of this section.

Obtaining Your Card

The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account (including a prepaid card account). What this means for you: When you open an account (including a prepaid card account), we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. The Card is a prepaid card. The Card is connected only to the Card Account. The Card is not a credit card. The Card does not constitute a checking, savings or other bank account and is not connected in any way to any other account you may have. You will not receive any interest on your funds on the Card. The funds associated with your Card are insured by the FDIC up to the maximum amount permitted by law. Funds are FDIC insured when we receive the funds. Our business days are Monday through Friday, excluding holidays, even if we are open. Customer Service is available 24 hours a day, 365 days a year. You must be 18 years of age to obtain the Card, unless your state of residence is Alabama or Nebraska. If you reside in either Alabama or Nebraska, you must be at least 19 years of age to obtain the Card. If you reside in Puerto Rico, you must be at least 21 years of age to obtain the Card.

Personal Identification Number (“PIN”)

We will provide you a Personal Identification Number (“PIN”) upon request. With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by merchant, which requires entry of a PIN that bears the MasterCard® brand. All ATM transactions are treated as cash withdrawal transactions. You should not write your PIN on your card 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”.

2. Using Your Card/Features

(a) You may add funds to your Card, called “value loading”, at any time. The minimum amount of each initial value load is \$0.00. The minimum amount of each subsequent value load is \$10.00. The maximum amount of each cash value load is \$1,000.00. The maximum number of times you may load your Card per day is four (4). Retail card-loading entities such as Green Dot®, MoneyGram® and Western Union® may have additional load restrictions regarding minimum and maximum cash value loads and the minimum and maximum number of times you may load your Card using any of their retail card-loading locations in a day. We do not retain authority over the retail card-loading entities such that we will

override or attempt to override their policies and procedures regarding the value loading of your Card. The maximum cumulative amount that may be withdrawn from an ATM is \$3,000.00. The maximum cumulative amount that may be withdrawn from a participating bank per day is the available balance of your Card. The maximum that can be spent on your Card per day is \$3,500.00. The minimum value of your Card is restricted to \$0.00. You may add value or load your Card via direct deposit or retail reload providers. You may not add value or load your card by sending cash or check directly to the issuer or through any ATM. For more information on reloading your Card, call 1-866-353-1266.

(b) You may use your Card to purchase or lease goods or services wherever MasterCard debit cards are accepted as long as you do not exceed the daily transactional limit on your Card. You are responsible for all authorized transactions 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 transactions made subject to such use. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions 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 by the amount of the transaction plus applicable fees. You are not allowed to exceed the available amount on your Card through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges. We are not required to authorize any transaction that will create a negative balance (“Over Limit”) on the Card. You agree to pay us the amount of any Over Limit transaction on demand. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card.

(c) There are certain types of merchants that sell goods or services where the final amount the merchant will charge to the Card is unknown at the time the merchant first accepts the Card. Typical merchants in this category include rental car companies, hotels, internet service providers, certain time-based or variable cost merchants and others where the final purchase amount is not known up front. Therefore, the Card may be “authorized” or “have funds held” for more than the actual amount of the purchase until the final Transaction is complete, which means that those “authorized dollars” are not available for you to spend elsewhere. Furthermore, transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an “authorization” or a “hold” on your available Card funds for up to thirty (30) calendar days, which means you will not have access to the authorized dollar amount of these funds during that entire time. This is done to prevent fraud by Card users who may incur transaction amounts in excess of the amount first approved. Please note that we cannot manually release legitimate authorizations without a letter or fax from the merchant. In addition, if you do not have enough Card Value to complete a point-of-sale transaction, you may instruct the merchant to use the remaining funds on your Card and pay the remaining amount of the purchase with cash, check, or another card. However, some merchants do not allow cardholders to conduct split tender transactions or will only allow you to do a split tender transaction if you pay the remaining balance in cash. We cannot control these limitations. You may want to avoid using your Card for these types of transactions.

(d) You may request a personalized card by calling 1-866-353-1266. H&R Block Bank is not obligated to honor your request for a personalized card and may or may not issue to you a personalized card on a case-by-case basis.

(e) If your Card was obtained in conjunction with the tax preparation process in which the filing status was married filing joint, the spouse reflected on the Card application may receive inquiry only ability. The spouse will not receive an additional card and may only exercise inquiries using the Card issued to the primary taxpayer. If at such time the spouse wishes to obtain a Card of their own, they may apply online at www.hrblock.com/bank. Cards obtained and issued in this manner are not linked or connected to other Emerald Cards.

3. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. Please be aware that we have no control over when a merchant sends a credit transaction and even though merchants typically post refunds as soon as they are received, the refund may not be available for a number of days after the date the refund

transaction occurred; therefore, the amounts credited to your Card for refunds may not be immediately available.

4. Charges Made In Foreign Currencies

If you obtain your funds (or make a purchase) in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard into an amount in the currency of your Card. MasterCard will establish a currency conversion rate for this convenience using a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Issuer. This percentage amount is independent of any amount taken by the Issuer in accordance with the following section of these Terms & Conditions. On MasterCard transactions, you may be charged up to 2% by the Issuer. If you obtain your funds in a currency other than the currency or country in which your Card was issued, the Issuer may increase the currency conversion rate (described in the immediately preceding section) 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.

5. Receipts

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

6. Statement of Transactional History

Statements of transactional history in electronic format will be made available free of charge at www.onlinecardaccess.com/hrblockcard during each month in which a transaction occurs. You may choose to have a paper statement mailed to you by contacting customer service at 1-866-353-1266.

7. Fee Schedule

- **Domestic ATM: Cash Withdrawal Fee:** **\$1.95**
(ea./each/per occurrence, etc.)
- **Domestic ATM: Balance Inquiry Fee:** **\$1.00**
(ea./each/per occurrence, etc.)
- **International ATM: Cash Withdrawal Fee:** **\$2.50**
(ea./each/per occurrence, etc.)
- **International ATM: Balance Inquiry Fee:** **\$1.50**
(ea./each/per occurrence, etc.)
- **ATM Denial** **\$0.50**
(ea./each/per occurrence, etc.)
- **Voice Response Unit (VRU) Account Inquiry Fee:** **no charge**
(per inquiry/per call/VRU# 1-866-353-1266)
- **Internet Web Account Inquiry Fee:** **no charge**
(per inquiry/per call/ <https://www.onlinecardaccess.com/hrblockcard>)
- **Customer Service Live Agent Fee:** **\$2.00**
(per call, first 5 live agent calls per year are FREE)
- **Signature/PIN Purchase Transactions Fee:** **no charge**
(ea./each/per transaction, etc.)
- **Over the Counter Withdrawal Fee thru 11/30/09:** **\$20.00**
(ea./each/per transaction, etc.)
- **Over the Counter Withdrawal Fee after 12/01/09:** **1.5% of funds requested**
(ea./each/per transaction, etc.)
- **Value Load (Payroll Direct) Fee:** **no charge**
- **Value Load (Retail Reload Provider) Fee:** **no charge**
(ea./each/per load, etc.)
- **Replacement Card Fee:** **\$10.00**
(each; when Card is lost or stolen)
- **Express Delivery Fee for replacement card:** **\$35.00**
(each; delivery fee only. Express delivery is optional at customer's request)
- **Check Request Fee:** **\$20.00**
(charged if a check is issued for funds on your Card)
- **Paper Statement Fee:** **free upon request**
- **Duplicate Paper Statement Fee:** **free upon request** (per statement requested)
- If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal.
- Retail Reload Providers may charge a convenience fee. Any Retail Reload Fee is an independent fee assessed by the individual retailer only and is not assessed by us.
- There is no charge for the first check or ACH requested on a Card. Check and ACH requests will be processed within 5 to 7 business days. Checks will be

mailed via the United States Postal Service. Subsequent check requests, will be assessed the \$20.00 fee.

Monthly Inactivity Fee

Monthly Inactivity Fee: After 3 consecutive Months with no activity, we may assess a fee of \$2.50 for each Month in which there is no activity. We will not cause a negative balance to occur for the sake of this fee. H&R Block Bank or its affiliates may receive a portion of Card fees and/or interchange fees.

8. Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- (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.

9. Beneficiary Information

You may, but are not required to, designate a beneficiary to receive the funds loaded to your Card. This is called a "Pay on Death" or "POD" designation, and functions to transfer the funds loaded to your Card after your death, without going through the probate process. In order to accomplish this kind of non-probate transfer, this Agreement is subject to the Missouri Nonprobate Transfers Law, including sections [461.003](#) to [461.081](#), RSMo, which are hereby expressly incorporated herein by reference.

If you desire that your Card carry a POD designation, you will be asked to specify a primary and contingent beneficiary on another document. If you do not want to add a beneficiary to your Card, then you do not have to do anything—just decline to add one or more beneficiaries to your Card.

10. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction 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. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making a 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 transaction 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.

11. Your Liability for Unauthorized Transfers

Contact us 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 without your permission, call us toll-free at 1-866-353-1266. We will require you to give written confirmation of the error within 10 business days of the oral notification. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00. Under MasterCard Zero Liability, your liability for unauthorized MasterCard transactions on your Card is \$0 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card. You also agree to cooperate completely with H&R Block Bank in attempts to recover funds from unauthorized users and to assist in their prosecution. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us 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 we can prove that we could have stopped someone from taking the value if you had notified us in time and

you are not grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card to minimize losses.

12. 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. You agree to provide H&R Block Bank with your current contact information in the instance it differs from the contact information you provided when the Card was initiated. Contact information includes but is not limited to: physical address, telephone number(s) and email address, if applicable. In the event you provide us with a change of address notice and subsequently request an additional or replacement Card within the first 30 days after we receive the change of address notification, we must first verify the change of address is valid prior to mailing the requested Card. Address verification will be validated via personal contact with you; notification mailed to your prior address and/or new address or a combination thereof, at our discretion. In any event, we will not issue an additional or replacement Card until such time as we have determined the change of address to be valid. If you receive notice from us that we have received notification of change of address for your Card, and you have not changed your address, contact us IMMEDIATELY using the number on the back of your Card (1-866-353-1266); you will not incur a live agent fee for this call. This action allows us to proactively assist you in the deterrence and/or identification of possible identity theft of your personal, confidential information specifically as it may relate to your Card.

13. 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.

14. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, call 1-866-353-1266 or write to Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after we have sent you the FIRST electronic statement on which the problem or error appeared.

- (1) Provide your name and Card number (if any).
- (2) Describe the error or the transaction 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: Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

15. Resolving Disputes

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: (I) 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 CLASS ARBITRATION. HOWEVER, IN NO EVENT WILL AN ARBITRATION PROCEEDING BE FILED, CONDUCTED OR MAINTAINED BEFORE ANY ENTITY OR UNDER ANY ENTITIES' RULES (INCLUDING AAA, JAMS OR NAF), IF THAT ENTITY HAS ANY POLICY OR RULE THAT IS INCONSISTENT WITH OR PREVENTS THE ENFORCEMENT OF THE CLASS ACTION WAIVER IN THE PRECEDING SENTENCE. YOU AND WE FURTHER AGREE THAT NEITHER WE NOR YOU WILL JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER PROCEEDING; THAT NO CLAIM THAT EITHER OF US HAS AGAINST THE OTHER WILL BE RESOLVED ON A CLASS-WIDE BASIS; AND THAT NEITHER WE NOR YOU WILL ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE. IF FOR ANY REASON THE PRECEDING SENTENCE IS DETERMINED TO BE INVALID OR UNENFORCEABLE, ALL CLAIMS WILL BE BROUGHT IN COURT, AND NOT RESOLVED THROUGH ARBITRATION.

Arbitration: Since this Agreement touches and concerns interstate commerce, an arbitration under this Agreement will be conducted in accordance with the Federal 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 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 arbitral will be determined by the arbitrator(s) provided, however, the validity and effect of the class action waiver will be determined exclusively by a court and not by an arbitrator. The Federal Arbitration Act applies to this section 14, and the Federal Arbitration Act, not state law, governs all questions of whether a claim is subject to arbitration. 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 set-off or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the tendency 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 as provided above. Jurisdiction and Venue: Any arbitration lawsuit, or other proceeding regarding your Card, 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 HRB Tax Group, Inc., and each of their parents, subsidiaries, affiliates, or predecessors, assigns and the franchisees of any of them, and each of their offices, directors, agents, and employees.

No Warranty regarding Goods and Services

We are not responsible for the quality, safety, legality or any other aspect of any goods or services you may purchase with your Card.

Collection of Outstanding Negative Balances Owed

You understand that if at any time you request an additional Card at which time you hold a negative balance on another Card that H&R Block Bank has the right to collect any negative balance owed from any Card balance and will collect from any loaded funds sufficient to satisfy the negative balance plus fees and bring the other Card to a zero balance, at which time the previous Card will be closed.

Reserve Reclassification

This Card consists of a stored value sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the stored value sub-account. The savings sub-account will be non-interest-bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, FDIC insurance, protection, or your monthly card statement.

This card is covered by one or more of the following U.S. Patents: 6,000,608, 6,189,787, 7,072,862, 7,127,425 and 7,177,829.

Privacy Commitment and Other Important Information

H&R Block Bank (“we”) is one of the H&R Block family of companies dedicated to supporting customers and providing simple, affordable bank products to those who need them most. We understand the importance of safeguarding your personal information. We are providing this statement to inform you about the types of information we may collect from you, and how we may use or disclose that information in connection with your business relationship with H&R Block Bank. This privacy statement applies to consumers who are our clients or former clients. This privacy statement applies to personal information, which is nonpublic information about our clients that we may obtain while providing a financial product or service.

How we protect your personal information

We restrict access to information about you to those employees who need to know the information to provide products or services to you. We maintain physical, electronic and procedural safeguards to protect your personal information.

How you can help protect your personal information

You should not share your account information or passwords with others. We encourage you to notify us promptly if you suspect the confidentiality of your personal information has been compromised or if you believe your personal information needs to be corrected or updated. Our Privacy Policy and Practices recognize the trust you have placed in us. We are committed to preserving that trust and we will work hard to safeguard the confidentiality of your personal information. Of course, we reserve the right to modify this policy to reflect any changes or enhancements that we make to those protections. If we do make modifications, we will let you know promptly.

How and why we collect personal information

You provide personal information to us so that we may provide you with various affordable, simple banking products. Such information allows us to process your requests and transactions, keep you apprised of products and services that may be of interest to you and enhance customer service by better understanding your needs.

Information We Collect

We may collect information about you from the following categories and sources: Information you provide to us on applications or other forms (examples include name, address, social security number, assets and income).

Information about your transactions with us, our affiliates or others (examples include your account balances, payment history, debit card usage).

Information collected from your browser when you visit our websites and your browser interacts with them.

Information we receive from consumer reporting agencies (examples include your credit worthiness and credit history).

As required by the USA Patriot Act, we also collect information and take actions necessary to verify your identification.

Sharing information within the H&R Block family of companies

In an effort to better serve your financial needs and to inform you about the products and services H&R Block offers, we may share personal information, such as the information described above, within our family of affiliated companies. (Our affiliates are companies that are controlled or owned by us or companies controlling or under common control with our parent company). For example, HRB Tax Group, Inc. offers a complete menu of tax products and services. You have the option to limit our sharing of certain information with our affiliates and our affiliates’ right to market to you based on certain information we share with them.

Affiliate Sharing Opt-Out

The Fair Credit Reporting Act allows you the opportunity to limit the sharing of “non-experience” information within the H&R Block family. Such information includes information that is used, expected to be used or collected for the purpose of establishing your eligibility for consumer credit, insurance and related products and services, and is not related solely to your transactions or other communications with us. If you would prefer that we not share non-experience information within the H&R Block family of companies, you may direct us not to share this information by calling us toll-free at 1-800-472-5625 or write us at H&R Block Bank, Attn: Privacy Officer, P.O. Box 10364, Kansas City, Missouri 64171-0364. If you opt out of our sharing of “non-experience” information within the H&R Block family, we may still share information relating solely to your transactions or other communications with us with our affiliates.

Affiliate Marketing Opt-Out

Federal law gives you the right to limit some but not all marketing from our affiliates. You may limit our affiliates in the H&R Block family of companies, such as our tax preparation affiliates, from marketing their products and services to you based on certain personal information that we collect and share with them. This includes both “experience” and “non-experience” information that we have, including your income or financial status, your account history with us and your credit history. If you do not want our affiliates to market to you based on this information you may opt-out of this affiliate marketing at any time by calling us toll-free at 1-800-472-5625 or write us at H&R Block Bank, Attn: Privacy Officer, P.O. Box 10364, Kansas City, Missouri 64171-0364. Your choice to limit marketing offers from our affiliates will apply indefinitely unless you notify us otherwise. Regardless of these opt out elections, we may still share information in other ways that are permitted by law, for example, as needed to service your relationship with us.

Sharing information outside the H&R Block family of companies

Your nonpublic personal information is not shared with or sold to companies outside of the H&R Block family for marketing purposes. However, even if you have opted out, we are allowed to share your personal information as described above with certain nonaffiliated third parties such as:

Third party service providers that have been retained by us to perform certain functions on our behalf; Third parties with whom we have entered into joint marketing arrangements; Credit bureaus or similar reporting agencies; Governmental agencies and courts as required by subpoena, court order or law; and, others to the extent permitted or required by law.

To the extent that we share your personal information as described above with service providers or joint marketers, such disclosures will be subject to an appropriate, contractual confidentiality pledge, and solely for the purpose and only to the extent necessary to carry out the contractual purposes, or as otherwise permitted or required by law.

Furnishing Negative Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Additional Rights Under State Privacy Laws

If applicable, you may have other privacy rights under various state laws including Vermont, California and Nevada. H&R Block Bank will comply with these state laws when we share information about you, to the extent that these laws apply. Existing H&R Block Bank customers may be contacted by telephone to receive offers for additional financial products that we believe may be of interest to you. As described above, you have the right to opt-out of this contact by adding your name to our do-not-call/contact list. All customers have the right to opt-out of such calls by calling or writing to H&R Block Bank. Per Nevada law however, residents of Nevada may also contact the Nevada Attorney General for more information about opt-out rights. Nevada residents may call 775.684.1100; send an email to bcpinfo@ag.state.nv.us; or write to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection, 100 North Carson Street, Carson City, NV, 89701

Changes to Our Privacy Commitment.

This Privacy Commitment and our practices are subject to change. If we make a material change to this Privacy Commitment, including a material change in the way we use your personal information, we will notify you by using one of the following methods at least thirty (30) days prior to the effective date of such change: (1) we will post a notice on our Web site describing the change; or (2) we will hand deliver or send you regular or electronic mail notifying you of the change. As required by law, H&R Block Bank will provide notice of our Privacy Commitment annually, as long as you maintain an ongoing relationship with us. To receive the most up to date Privacy Commitment, you may visit our Web site at www.hrblockbank.com or call us Toll-free at 1-888-OURHRBB.