

H&R Block Emerald Prepaid Mastercard® Cardholder Agreement
IMPORTANT - PLEASE READ CAREFULLY

1. Agreement and Definitions

This document is 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 the Card(s) or by requesting funds to be loaded to the Card Account associated with the Card(s) by us or any third party, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In this Agreement, “Card” or “Emerald Card®” means the H&R Block Emerald Prepaid Mastercard. “Issuer” means Pathward®, National Association (“Pathward”), Member FDIC. “Card Account” means the records we maintain to account for the value associated with the Card(s). “You” and “your” mean the person or persons who have received the Card(s) and are authorized to use the Card(s) as provided for in this Agreement. “We,” “us,” and “our” mean Pathward, our successors, affiliates or assignees. **This Agreement contains an Arbitration Agreement, the terms of which are set forth below. Section 17.6 of the Arbitration Agreement includes procedures for resolving arbitrations of similar claims asserted by claimants represented by the same or coordinated counsel which, as explained below, may delay the arbitration of your claim.**

2. Obtaining Your Card

To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a federal law, requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a 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.

You must be 18 years of age to obtain the Card, or the legal age of majority in Alabama (19) and Nebraska (19).

3. About the Card and Card Account

The Card is a prepaid card and is connected to a Card Account. The Card is not a credit card or a gift card. Neither the Card nor the Card Account constitutes a checking or savings account. You will not receive any interest on your funds in the Card Account. You may not resell, gift, or transfer the Card. You agree to sign the back of the Card immediately upon receipt. You may use your Card on an ongoing basis. From time to time, we may issue a new Card associated with the Card Account, including because of Card loss, Card theft, convenience, or circumstances in which the security of the Card Account or your access to the Card Account is compromised.

Any references herein to joint owners of a Card Account are applicable only for joint owners that existed before November 11, 2022, after which point new joint owners will not be available. A joint Card Account will be held in the names of two persons as joint tenants with right of survivorship and not by any other method. This means that when one owner dies, the balance in the Card Account will belong to the survivor. A joint owner will receive a Card associated with the same Card Account. All joint owners have equal rights in and full access to all funds in the Card Account. We will not, for example, restrict access to the Card Account on behalf of or at the request of a joint owner. All joint owners will be bound by all terms and conditions of this Agreement.

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded or that have been

loaded on your behalf into the Card Account. Our business days are Monday through Friday, excluding Federal holidays, even if we are open. Any reference to “days” found in the Agreement are calendar days unless indicated otherwise. Customer Service is available 24 hours a day, 365 days a year.

4. Appointment of Issuer as Custodian; FDIC Insurance

We will act as custodian of your funds upon our receipt of your funds. Once you activate your Card, you will be able to provide us, as custodian, with instructions about the funds accessible through the Card. Activation of the Card authorizes us to hold your funds at Pathward or as custodian to place your funds at one or more participating FDIC-insured banks (each a “Program Bank”). Visit www.pathward.com/program-banks to find the most up-to-date list of Program Banks. If you do not agree to us placing your funds as custodian at other Program Banks, please immediately transfer or spend all the funds on your Card or call 1-866-353-1266 to cancel the Card and request your funds at no charge.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation (“FDIC”) on a pass-through basis, subject to applicable limitations, restrictions, and requirements for such FDIC pass-through insurance. FDIC insurance only protects when an FDIC-insured institution fails. H&R Block and Emerald Financial Services, LLC are not banks or FDIC-insured institutions, but Pathward, N.A. is an FDIC-insured depository institution. In the event the FDIC were to be appointed as a receiver for Pathward or a Program Bank, your funds, aggregated with any other funds you have on deposit at such institution, would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward and the Program Banks for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>.

5. Expired, Canceled or Inactive Cards

The expiration date of your Card is identified on the front of your Card. If a balance remains in your Card Account after expiration of all Cards associated with the Card Account, we may either mail a check less any fees owed, or issue a new Card with access to the remaining balance in the Card Account, in either case sending it to the address we have on record for you. If the balance in the Card Account is not used or the check is not negotiated, the funds may be turned over to the appropriate state government authority after the expiration of the appropriate escheat period.

The Card is our property 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 any Card associated with the Card Account is canceled, suspended, repossessed, or revoked, you will be entitled to any remaining balance in the Card Account. You may not use an expired, canceled, or revoked Card. The Card is not designed for business use, and we may close your Card Account and cancel your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

In our discretion, we may determine your Card Account is inactive and close it, including after the Monthly Inactivity Fee depletes the balance to zero. Inactive status is defined as 60 days of no transactions on your Card Account, excluding fees. We may also restrict activity or close your account for security or fraud prevention purposes, or any other reason, in our sole discretion. Inactive Card Accounts will not receive annual regulatory disclosure notices. In the instance of our receipt of any returned mail, mailed to the Cardholder's address of record, the Card Account may be deemed inactive for purposes of this section.

6. Personal Identification Number ("PIN")

We will provide you a PIN or allow you to select a PIN you choose. With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") (except it may not be used at ATMs located outside the United States) or any Point-of-Sale ("POS") device, as permissible by the merchant, which allows entry of a PIN and bears the Mastercard Acceptance Mark. 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 Section 8(a), titled "Consumer liability for unauthorized transfers." You may contact us at 1-866-353-1266 to request your PIN be changed.

7. Using Your Card/Features

(a) Loading Your Card. You may add funds to your Card Account at any time. You may add value or load your Card Account only via direct deposit, transfer from your bank account, certain retail reload providers, through the Check-to-Card service and other approved sources. A list of authorized retail reload locations is available by logging in at www.hrblock.com/emeraldcard. The Check-to-Card service is provided by Ingo Money, Inc., our Check-to-Card service provider, and the terms and conditions for the Check-to-Card service are governed by the Sunrise Banks and Ingo Money Terms and Conditions.

Funds are available to you in your Card Account when we receive the funds. If the day of receipt, however, is not a business day for us, or if the funds are received by us after the cutoff time we establish from time to time, the funds will be available to you by the opening of our next business day. We reserve the right to reject or limit transfers via direct deposit in our sole discretion; and may reject or suspend any direct deposit that has identifying information that does not match the identifying information we have on file for you or if we suspect fraud. The minimum amount of each initial value load is \$0.00. The minimum value of your Card Account is \$0.00. You may not load your Card Account by sending cash or checks directly to us or through any ATM. Personal checks, cashier's checks, and money orders mailed to the Issuer or by using an ATM are not an acceptable form of loading. All checks and money orders mailed to the Issuer for Card Account loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card Account at the discretion of the Issuer.

If you add funds to your Card Account and the item or transfer is not paid or is reversed for any reason, including that the sending bank or the originator of an item or transfer demands that we return the item or transfer because it was unauthorized, sent to the wrong account or procured by fraud, we may pay the return or demand and subtract the funds from your Card Account.

(b) Using your Card/Cash Access. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction plus applicable fees. You may use your Card to purchase or lease goods or services wherever Debit

Mastercard is 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 by that person. You must notify us at 1-866-353-1266 to revoke permission for any person you previously authorized to use your Card. If you notify us to revoke another person's use of the Card, we may revoke your Card and issue a new Card with a different number. If you use your Card number without presenting your Card (such as for a telephone or Internet purchase), the legal effect will be the same as if you used the Card itself. You may not use your Card for unlawful online gambling or any illegal transaction. You do not have the right to stop payment on any non-recurring purchase or payment transaction originated by use of your Card. Your Card cannot be redeemed for cash. You may use your Card to access cash through an ATM (except it may not be used at ATMs located outside the United States) or over the counter at a financial institution. You may also obtain the funds in your Card Account by requesting that the balance be sent to you by check or automated clearing house ("ACH") transaction.

(c) Recurring Payments. You may make arrangements to pay certain recurring bills using your Card.

(d) Special Merchant Types. 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, restaurants, internet service providers and other time-based or variable cost merchants. 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 Account funds for more than thirty (30) 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 unless certain requirements have been met. In addition, if you do not have enough funds available in the Card Account to complete a POS transaction, you may instruct the merchant to use the remaining funds in your Card Account 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.

(e) Personalized Cards. We may elect to provide you with a personalized Card at no cost to you. You may also request a personalized Card by calling 1-866-353-1266. We are 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.

8. Electronic Fund Transfer Act Disclosures

This Section 8 applies to your Card Account pursuant to Regulation E. That regulation applies to transactions you can perform using your Card to access your Card Account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic funds transfer you can make from or to your Card Account, such as ACH transactions including the direct deposit of your paycheck, tax

refunds sent from the IRS or other electronic transfers into your Card Account, but not transfers between your accounts at Pathward. Regulation E sets forth the basic rights, liabilities and responsibilities of consumers who use electronic fund transfers and of the financial institutions or other persons who offer these services. It includes the actions you need to take if you believe your Card, Card number, or PIN has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your Card Account and the rules regarding your potential liability for transfers.

(a) Consumer liability for unauthorized transfers. Tell us AT ONCE if you believe your Card, Card number, or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made from your Card Account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft of your Card, Card number, or PIN, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, Card number, or PIN, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic or written history shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after you electronically access your Card Account (if the unauthorized transfer could be viewed in your electronic history) or we sent the first written history reflecting the unauthorized transfer, whichever is earlier, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your Card, Card number, or PIN has been lost or stolen, call 1-866- 353-1266 or write us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171.

You should also call the number or write to the address listed above if you believe a transfer has been made from your Card Account without your permission.

(c) Business Days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

(d) Transfer types and limitations.

1. Account access. You may use your Card to:

- i. Withdraw cash from your Card Account.
- ii. Pay for purchases at places that have agreed to accept Debit Mastercard.
- iii. Load funds to your Card Account.

Some of these services may not be available at all terminals.

2. Limitations on frequency of transfers.

- i. The maximum number of times you may load cash to your Card Account per day is six (6).
- ii. The maximum number of times you may load cash to your Card Account per month is ten (10).
- iii. The maximum number of ATM withdrawals per day is six (6).

iv. For security reasons, and at our sole discretion for any reason and without notice to you, we may limit the number of loads to your Card Account and/or the number of transactions you can make with your Card per day for each transaction type.

v. Retail reload providers may have additional load restrictions regarding the minimum and maximum number of times you may load your Card Account using any of their retail card-loading locations in a day. We do not have authority over the retail card-loading entities that would enable us to override or attempt to override their policies and procedures regarding the loading of your Card Account.

3. Limitations on dollar amount of transfers.

- i. The maximum amount of cash value you may load to your Card Account each day is \$1,000.00.
- ii. The maximum amount of cash value you may load to your Card Account each month is \$9,500.00.
- iii. The maximum cumulative amount that may be withdrawn from an ATM per day is \$3,000.00 per Card Account, subject to any lower limits imposed by an ATM owner or operator.
- iv. The maximum cumulative amount that may be withdrawn from a participating bank in over-the-counter (OTC) transactions per day is generally the available balance of your Card Account; however, for security reasons, either we or a participating bank may limit the amount of any single OTC withdrawal or the maximum cumulative amount of all OTC withdrawals per day.
- v. The maximum that can be spent per Card Account per day is \$3,500.00 for PIN transactions and \$3,500.00 for signature transactions.
- vi. The maximum amount for transfers to external financial platforms (such as person-to-person payment platforms) using your Card is \$500.00 per transaction.
- vii. For security reasons, and at our sole discretion for any reason and without notice to you, the maximum value of your Card Account may be restricted, we may limit the dollar amount of loads to your Card Account, and/or we may limit the dollar amount of transactions you can make with your Card.
- viii. Retail reload providers may have additional load restrictions regarding the minimum and maximum cash value loads to your Card Account using any of their retail card-loading locations in a day. We do not have authority over the retail card-loading entities that would enable us to override or attempt to override their policies and procedures regarding the loading of your Card Account.

(e) Card and Card Account Fees.

List of all fees for H&R Block Emerald Prepaid Mastercard®

All fees	Amount	Details
Add money		
Cash reload	\$4.95	Fees of up to \$4.95 may apply when reloading your Card Account at authorized retail reload providers. These fees may vary based on location and are assessed by the reload provider and may be subject to change without notice. Locations may be found by logging in at www.hrblock.com/emeraldcard .
Check to Card – 10 Day Funding (Funds in Days)	\$0	
Check to Card – Expedited Funding (Funds in Minutes)	5%	Fees of up to 5% of the check amount, based on accepted check type. This fee is reduced to 2% for pre-printed payroll and government checks with printed signature. Minimum fee of \$6. These vendor fees are accurate as of the date you receive this Agreement and are subject to change without notice.
Spend money		
Per purchase	\$0	
Get cash		
Cash back at store	\$0	We do not charge a fee for requests for funds from your Card Account at a merchant. However, you may be charged a fee at the POS by the merchant processing the transaction.
ATM withdrawal	\$3.75	This is our fee. You may also be charged an additional fee by the ATM operator, even if you do not complete a transaction.
Over the counter withdrawal	2.0%	Of the withdrawal amount. This is our fee for an over the counter withdrawal at a financial institution.
Request check or ACH	\$0	
Information		
Customer service	\$0	No fee for calling a live agent or our automated customer service line. No fee for online customer service. No fee for mobile customer service, but standard text message fees and data rates imposed by your service provider may apply.
ATM balance inquiry	\$1.00	This is our fee. You may also be charged an additional fee by the ATM operator.
Other		
ATM decline	\$0	
Inactivity	\$9.95	You will be charged \$9.95 each month after you have not completed a transaction for 60 days. Fees do not count as a transaction.
Replacement Card (regular delivery)	\$0	No fee for regular mail delivery or in an H&R Block office.
Replacement Card (expedited delivery)	\$15.00	

Your funds are eligible for FDIC insurance on a pass-through basis, subject to applicable limitations, restrictions, and requirements for such FDIC pass-through insurance. Your funds will be held at Pathward, an FDIC-insured institution, or placed by Pathward as custodian of your funds at one or more FDIC-insured Program Banks. In either event, your funds are insured up to \$250,000 by the FDIC if the institution holding them fails. See Section 4 for more information. See also fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Customer Service by calling 1-866-353-1266, by mail at Cardholder Customer Service, PO Box 10170, Kansas City, MO, 64171, or visit www.hrblock.com/emeraldcard.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

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(f) ATM fees. When you use an ATM to make a withdrawal, we charge a \$3.75 fee, as set forth above. You may be charged an additional fee by the ATM operator (and you may be charged a fee even if you do not complete a fund transfer). See the table of Card and Card Account fees in Section 8(e) above for details.

(g) Confidentiality. We will disclose information to third parties about your Card Account or the transfers you make:

- (1) where it is necessary for completing transactions;
- (2) in order to verify the existence and condition of your Card Account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders;
- (4) if you give us your written permission;
- (5) to our service providers, as well as the employees, auditors, affiliates, successors, assigns, attorneys of us or our service providers, or the franchisees of any of them; or
- (6) otherwise as necessary to fulfill our obligations under this Agreement or as permitted by applicable law.

(h) Documentation.

1. Terminal transfers. You can get a receipt at the time you make any transfer to or from your Card Account that was made at an ATM or point-of-sale terminal; however, please be aware that certain terminals may not provide receipts for small transactions (usually \$15 and under).
2. Preauthorized credits. If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you can call us at 1-866-353-1266 to find out whether or not the transfer has been made.
3. Information about your Card Account. You may obtain information about the amount of money you have remaining in your Card Account by calling 1-866-353-1266. This information, along with a 12-month history of Card Account transactions, is also available by logging in online at www.hrblock.com/emeraldcard.

You also have the right to obtain at least 24 months of written history of Card Account transactions by calling 1-866-353-1266, or by writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171. You will not be charged a fee for this information.

(i) Preauthorized payments.

1. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Here's how: Call us at 1-866-353-1266, or write us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
2. Notice of varying amounts. If these regular payments may vary in amount, the person or company you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be.
3. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(j) Our liability for failure to make transfers. If we do not complete a transfer to or from your Card Account 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 money in your Card Account to make the transfer.
- (2) If the automated teller machine where you are making a withdrawal does not have enough cash.
- (3) If the terminal was not working properly and you knew about the breakdown when you initiated the transaction.
- (4) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken.
- (5) If the payee rejects or returns the payment for any reason.
- (6) If your equipment, software, or any communication link is not working properly.
- (7) If you have provided us incorrect information about the payee you wish to pay.
- (8) If access to your Card has been blocked after you reported your Card lost or stolen.
- (9) If there is a hold on your funds, or if they are subject to legal process or other encumbrance restricting their use.
- (10) If we have reason to believe the requested transaction is unauthorized.
- (11) There may be other exceptions stated in our agreements with you.

We will maintain procedures reasonably adapted to avoid errors. However, if we fail to complete a transfer to or from your Card Account on time or in the correct amount according to our Agreement with you because of an unintentional, bona fide error, we will be liable only for actual damages proved.

(k) In Case of Errors or Questions about your Card Account. Telephone us at 1-866-353-1266 or write us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171 as soon as you can if you think an error has occurred in your Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your Card Account if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-866-353-1266 or writing us at Cardholder Customer Service, PO Box 10170, Kansas City, MO 64171. You will need to tell us:

- Your name and Card Number or Card Account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card Account.

For errors involving new Card Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Card Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the

documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 1-866-353-1266.

9. 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 Account for such refunds. All disputes regarding purchased goods or services must be addressed and handled directly with the merchant from whom those goods or services were obtained. 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 Account for refunds may not be immediately available.

10. Charges Made In Foreign Currencies

If you obtain your funds (or make a purchase) in a currency other than U.S. dollars, the amount of your transaction will be converted by Mastercard into U.S. dollars based on rates observed by Mastercard in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred; except that, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed.

11. Mastercard Zero Liability Protection

In addition to the limitations of your liability for unauthorized transfers contained in Section 8(a), your Card is covered by Mastercard Zero Liability Protection. 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 us in attempts to recover funds from unauthorized users and to assist in their prosecution. If your Card is lost or stolen, we will not hold you responsible for “unauthorized purchases” if certain conditions are met. Mastercard Zero Liability applies to purchases made in the store, over the telephone or made online. As a Mastercard cardholder you will not be responsible in the event of unauthorized purchases provided that the following preconditions are met:

- You have exercised reasonable care in safeguarding your Card from any loss, theft, or unauthorized use. Unauthorized use means that you did not provide, directly, by implication or otherwise, the right to use your Card and you received no benefit from the “unauthorized” purchase (failure to register certain Cards will be considered as not safeguarding your Card);
- You promptly notify us upon becoming aware of the loss, theft or unauthorized use of your Card.

Mastercard Zero Liability does not generally apply to Mastercard cards issued for commercial, business or agricultural purposes. If the Mastercard Rules are changed as they affect your liability, those changes will become applicable to your transactions under this Agreement to the maximum extent permitted by law.

12. Limitation of Liability

Unless otherwise required by law or this Agreement, we will not be liable to you for delays or mistakes resulting from any circumstances beyond our control, the failure of a merchant to

perform or provide services, communication system failures, or failures of any payment system. If we are held liable to you, you will only be able to recover your actual damages and you will not be entitled to recover any indirect, consequential, exemplary or special damages, even if you have advised us of the possibility of such damages. This provision will only be effective to the extent permitted by applicable law.

13. Legal Process

Your Card Account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Card Account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid legal process.

14. Contact Information

You agree to provide us with your current contact information in the instance it differs from the contact information you provided when the Card was issued. Contact information includes: name, physical address, telephone number(s) and email address, if applicable. If you provide us with a change of address notice and subsequently request an additional or replacement Card within the first thirty (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. At our discretion, address changes may be validated/verified using non-documentary methods, via personal contact with you; and/or via mailed notifications. 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). 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.

15. Consent to Electronic Communications and Monitoring

You agree that we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by applicable law. You further agree that we may call you using an automatic telephone dialing system or otherwise, leave you a voice or prerecorded message, or send you a text, email or other electronic message to service your Card or for other informational purposes related to your Card.

16. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time, except as otherwise provided in this Agreement. We will notify you at the address or through other contact information that we have for you in our records if required by, and in the manner provided by, applicable law. If the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel the Card and close the Card Account by returning the Card to us. Your cancellation of the Card or closure of the Card Account will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation. You agree that the Arbitration Agreement will remain in force and effect even after cancellation, unless you opt out through the process described below. If your Card Account is canceled, closed, or terminated for any reason, the unused balance may be returned to you via a check to the mailing address we have in our records. We also may return the funds via ACH to a different account, at your request.

17. Resolving Disputes:

ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)

17.1. Scope of Arbitration Agreement. You and the Covered Parties agree that all disputes and claims between you and the Covered Parties shall be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below.

- (a) All issues are for the arbitrator to decide, except that issues relating to the arbitrability of disputes and the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of and compliance with sections 17.2, 17.4, and 17.6 below, shall be decided by a court and not an arbitrator.
- (b) The terms “Covered Parties” or “we” or “us” in this Arbitration Agreement include Pathward, HRB Tax Group, Inc., and Emerald Financial Services, LLC, along with their predecessors, successors, and assigns, and each of the past, present, and future direct or indirect parents, subsidiaries, affiliates, officers, directors, agents, employees, and franchisees of any of them.
- (c) As an alternative to arbitration, you and the Covered Parties agree, to the fullest extent permitted by applicable law, that either party may file and pursue an individual action in an appropriate small claims court, as long as the action is brought and maintained as an individual claim seeking only individualized relief both in that court and on any appeal to an applicable court, and the relief sought by the claimant at all times falls within the jurisdiction of the small claims court. If the action satisfies the requirements of federal subject-matter jurisdiction, the defendant in the action may remove the action to federal court, and you and the Covered Parties agree that such an action shall then be resolved in arbitration in accordance with this Arbitration Agreement instead of in that federal court.

Arbitration Agreement Opt Out: You may opt out of this Arbitration Agreement within 30 days after you accept this Agreement by filling out the form at www.arbitrationoptout.com/bank or by sending a signed letter to Pathward Arbitration Agreement Opt Out, P.O. Box 5846, Kansas City, MO 64171. The letter should include your printed name, address, the last four digits of your Social Security Number, email address, and the words “Arbitration Agreement Opt Out.” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

17.2. Informal dispute resolution and commencing arbitration.

You or we may commence an arbitration proceeding only if you and we do not reach an agreement to resolve the dispute or claim during the pre-arbitration process set forth below.

- (a) **Pre-Arbitration Notice of Dispute.** A party who intends to seek arbitration must first mail a written Notice of Dispute (“Notice”) to the other party. The Notice to the Covered Parties should be addressed to: EFS-Legal Department, Attention: Notice of Dispute, 1301 Main Street, Kansas City, MO 64105. The Notice to you will be sent to the last known address on file with the Covered Parties. The Notice must be on an individual basis and include all of the following: (1) the claimant’s name, address, telephone number, e-mail address, and the last four digits of Social Security Number; (2) the nature or basis of the dispute or claim; (3) the specific relief

sought; and (4) the claimant’s signature.

- (b) **Informal Settlement Conference.** After a Notice is received, within 60 days either party may request an individualized conference to discuss informal resolution of the dispute (“Informal Settlement Conference”). If timely requested, the parties will select a mutually agreeable time for the Informal Settlement Conference to take place by telephone or videoconference. You and our business representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and we agree in writing. Any counsel representing you or us may also participate; however, if you have retained counsel, you must provide Covered Parties with a signed consent form consistent with federal tax law and regulations to authorize certain Covered Parties to disclose your confidential tax and account records to your counsel. An example of a valid consent form will be provided upon request. Any applicable statute of limitations will be tolled during the period between the date that either you or the Covered Parties sends the other a Notice, until the later of (1) 90 days after receipt of the Notice; or (2) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference or after the request for an Informal Settlement Conference is withdrawn (the “Informal Resolution Period”). The parties agree that the existence or substance of any settlement discussions are confidential and shall not be disclosed, except as provided by applicable law.
- (c) **Enforcement of Pre-Arbitration Requirements.** Unless the parties jointly agree otherwise, no arbitration proceedings may be filed until at least seven days after the completion of a timely requested Informal Settlement Conference or, if no Informal Settlement Conference is requested, 60 days after receipt of the Notice. The Notice and Informal Settlement Conference requirements are important because they give the parties a meaningful chance to resolve disputes informally before proceeding to arbitration. A court will have authority to enforce this section 17.2, including the power to enjoin the filing or prosecution of an arbitration or the assessment of or demand for payment of fees in connection with an arbitration, if the party who intends to seek arbitration does not first provide a complete Notice and participate in a timely requested Informal Settlement Conference. The court also will have authority to decide disputes over compliance with these requirements. During any such court challenge, the parties agree that the arbitration will be automatically stayed. In addition, unless prohibited by applicable law, and whether or not any such court challenge has been filed, the arbitration administrator shall not accept, assess or demand fees for, or administer an arbitration commenced if the Notice and Informal Settlement Conference requirements are not satisfied.

17.3. How Arbitration Works. Arbitration shall be conducted by JAMS under its then- current Streamlined Arbitration Rules and, if applicable, the then- current Mass Arbitration Procedures and Guidelines (collectively, the “JAMS Rules”), as modified by this Arbitration Agreement. The JAMS Rules are available on JAMS’s website, www.jamsadr.com. JAMS modifies the JAMS Rules from time to time. If JAMS is unavailable or unwilling to administer the arbitration consistent with this Arbitration Agreement, the parties shall agree to, or a court shall select, another arbitration provider. Unless the parties agree otherwise, the arbitrator will conduct the arbitration hearing by telephone, videoconference, or in person. Unless the parties agree otherwise, any arbitration hearing shall take place in the county

of your residence. If you accept this Agreement outside the United States, any arbitration hearing shall take place in the county in which you last resided in the United States. The arbitrator will be selected using the following procedure: (1) the arbitration provider will send the parties a list of five candidates from its national roster of arbitrators; (2) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the arbitration provider within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (3) the arbitration provider shall appoint as arbitrator the candidate with the highest aggregate ranking; and (4) if for any reason the appointment cannot be made according to this procedure, the arbitration provider will provide the parties a new list of five candidates and repeat this process until an appointment can be made. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes. Either party may file, and the arbitrator must hear and decide, a motion to dismiss and/or a motion for summary judgment. Both parties shall have the right to discovery in support of their claims and defenses. Discovery shall consist of an exchange of all documents and exhibits that the party intends to use at the hearing in support of that party's claims and defenses, as well as a list of witnesses intended to testify at the hearing, along with the subjects of their anticipated testimony. The arbitrator may allow limited and reasonable additional discovery to the extent the arbitrator deems necessary to provide for a fundamentally fair process, with consideration to the expedited nature of arbitration and the need to ensure that the cost and burden of discovery is commensurate with the amount in controversy. The arbitrator will apply the same substantive law that a court would apply, including the same defenses, such as statutes of limitations. Except as specified in section 17.4, the arbitrator can award any remedy that a court could award under applicable law, including compensatory, statutory, and punitive damages; attorney's fees; and declaratory, injunctive, and equitable relief. To the extent allowed by applicable law, the arbitrator may impose any sanction available under the JAMS Rules, the standards set forth in Federal Rule of Civil Procedure 11, or applicable federal or state law against any appropriate represented party or counsel.

17.4. Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator's rulings or any relief granted must be individualized to you and shall not apply to or affect any other client. **You and the Covered Parties also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the Covered Parties hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If, after exhaustion of all appeals, a court decides that applicable law precludes enforcement of any of this section's limitations as to a particular claim or any particular request for a remedy for a claim (such as a request for public injunctive relief), then the parties agree that the particular claim or the particular request for a remedy (and only that particular claim or particular request for a remedy) must be decided by a court after all other claims and requests for remedies are arbitrated in accordance with this Arbitration Agreement. No arbitration shall proceed in any manner as a class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, unless all parties consent in writing.

17.5. Arbitration Fees. Payment of all filing, administrative, case-management, arbitrator, and hearing fees will be governed by the JAMS Rules, but if you inform us that you cannot afford to pay

your share of the fees, we will consider advancing those fees to JAMS on your behalf and will do so if required by applicable law. In addition, we will reimburse you for your share of the fees at the conclusion of the arbitration (regardless of who wins) so long as (i) you complied with the requirements in sections 17.2 and 17.4 above and section 17.6 below, and (ii) neither the substance of your claim nor the relief you sought was determined to violate the standards set forth in Federal Rule of Civil Procedure 11(b); if these conditions are not met, the payment of fees will be governed by the JAMS Rules and you agree to reimburse the Covered Parties for all fees advanced on your behalf.

17.6. Arbitration of Similar Claims by Claimants Represented by the Same or Coordinated Counsel. If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the Notices or arbitration demands are submitted simultaneously): (i) JAMS's then- current Mass Arbitration Procedures and Guidelines, as modified by this Arbitration Agreement, shall apply; and (ii) to facilitate the efficient and orderly resolution of all of the claims, the parties agree to use the additional procedures set forth below in this section 17.6. You agree to this process even though it may delay the determination of your claim. You and the Covered Parties each agree to notify JAMS if the conditions for applying the provisions in this section 17.6 have been satisfied.

Stage One: In the first stage, each side shall select 10 claimants (20 claimants total) for whom the Informal Resolution Period has ended. These claimants will file their claims in individual arbitrations; JAMS will assign each arbitration to a different arbitrator selected using the procedures set forth in section 17.3 above; and the arbitrators will resolve the claims. In the meantime, no other claims may be filed in arbitration, and JAMS shall not accept, assess or demand fees for, or administer arbitrations that are commenced in violation of this section. The arbitrators are encouraged to resolve the claims within 120 days of appointment or as swiftly as possible, consistent with principles of fundamental fairness to both parties. After the first stage, the parties will engage in good faith efforts towards resolution of all of the remaining claims.

Stage Two: If the remaining claims are unable to be resolved after the conclusion of the first stage of proceedings and good faith efforts towards resolution, each side shall select another 10 claimants (20 claimants total) for whom the Informal Resolution Period has ended (unless a different number of claimants is mutually agreed upon in writing). These claimants will file their claims in arbitration following the same procedures as in Stage One, but arbitrators who were previously assigned arbitrations may be appointed to new arbitrations to the extent required if JAMS does not have a sufficient number of arbitrators available. After the second stage, the parties will again engage in good faith efforts towards resolution of all of the remaining claims.

Batching: If any claims remain after the second stage of proceedings and good faith efforts towards resolution, to increase the efficiency and resolution of the remaining claims, JAMS shall (1) administer all arbitration demands in batches of 100 arbitrations per batch (or, to the extent there are fewer than 100 arbitrations remaining, a batch consisting of the remaining arbitrations); (2) assign each batch to a different arbitrator selected using the procedures set forth in section 17.3 above, but arbitrators who were previously assigned arbitrations or batches may be assigned to a batch to the extent required if JAMS does not have a sufficient number of arbitrators available; and (3) provide for the resolution of each batch with one set of filing and administrative fees due per side per batch ("Batch Arbitration").

You and the Covered Parties agree to cooperate in good faith with JAMS to implement the Batch Arbitration process, including the

payment of single filing and administrative fees for each batch of arbitrations.

You and the Covered Parties agree that any final award in a Batch Arbitration may be appealed under the JAMS Optional Arbitration Appeal Procedures. If there are multiple appeals arising out of the same Batch Arbitration, JAMS shall administer the appeals in a similar manner as the underlying Batch Arbitration and the appeals shall be resolved by a single panel with one set of filing and administrative fees due per side.

If this section 17.6 applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the beginning date of the Informal Resolution Period until that Notice is selected for a staged or batched proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this section 17.6, including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations. The court also will have authority to hear disputes regarding whether section 17.6 applies to a Notice. During any such court challenge, the parties agree that the arbitrations shall be automatically stayed. To the fullest extent permitted by applicable law, if this section 17.6 applies to a Notice, you and the Covered Parties agree that any of the claimants or the Covered Parties may bring a single court proceeding to enforce the requirements of this Arbitration Agreement, including the interpretation of and compliance with sections 17.2 and 17.6, as to all of the claims that qualify as similar claims under this section 17.6.

17.7. Other Terms.

A. Governing Law. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, both the procedural and substantive provisions of the Federal Arbitration Act and other applicable federal law. For the avoidance of doubt, the parties agree that the provisions of the California Arbitration Act, including but not limited to California Code of Civil Procedure Sections 1281.2(c), 1281.97, 1281.98, and 1281.99, shall not apply. If the FAA does not apply to a particular dispute or to one or both parties, the parties stipulate and agree that the Delaware Arbitration Act will apply.

B. Severability. Except as set forth above in section 17.4, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

C. Amendments. Notwithstanding any provision in this Agreement to the contrary, we will not make any material change to this Arbitration Agreement without providing you with an opportunity to reject that change. Rejection of any future change will not impact this or any prior arbitration agreement between you and the Covered Parties.

D. No Preclusive Effect. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration, unless and except as required by applicable law.

18. 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.

19. Your Payment of Outstanding Negative Balances Owed

We are not required to authorize any transaction that will create a negative balance in the Card Account. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges.

You acknowledge and agree that if at any time you have a negative balance in a Card Account, you will promptly pay such negative balance to zero. You direct us: (1) to apply any positive balance in any other Card Account owned by you or any other card or account you have with us to pay any negative balance owed by you; and (2) to apply from any loaded funds in your Card Account an amount sufficient to satisfy the negative balance plus fees and bring the Card Account with a negative balance to a zero balance, at which time such Card Account may be closed, at our option. You further acknowledge and agree that we may collect any amounts owed to us from your Card Account, including without limitation, debt from Emerald Advance and other amounts authorized by you.

20. 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 any time. Except as provided in Section 17, if any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal governmental agency, the validity or enforceability of any other provision of this Agreement shall not be affected. Except as provided in Section 17, this Agreement will be governed by the law of the State of South Dakota (without regard to the laws regarding conflicts) except to the extent governed or preempted by federal law. You acknowledge and agree that we shall have a right of setoff to apply the funds in your Card Account to any debt that you owe to us.

21. Agency Appointment; Card Account Consolidation

You appoint Emerald Financial Services, LLC as your agent to establish a prepaid account on your behalf at any FDIC insured financial institution that issues prepaid cards, transfer funds from your Card Account to a new card account at a different financial institution and cause the new financial institution to issue a replacement card to you to access the new Card Account. If you have more than one Card Account with the same Card issuer, you authorize Emerald Financial Services, LLC to instruct the Card issuer to consolidate funds from those Card Accounts into one Card Account at that issuer.

22. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Prepaid card is issued by Pathward®, National Association, Member FDIC, pursuant to license by Mastercard International Incorporated.