

Important Product Disclosures related to an Electronic Refund Product and/or a Refund Anticipation Loan offered through Fort Knox Financial Services Corporation ("FKFSC"), d/b/a Refund Advantage (the "ERP Service Provider"). The ERP Service Provider will utilize the services of The Ohio Valley Bank Company, an FDIC insured depository institution (the "Bank") to provide or facilitate the provision of certain products and services hereunder.

PLEASE READ THESE DISCLOSURES COMPLETELY BEFORE COMPLETING AN APPLICATION/AGREEMENT FOR AN ELECTRONIC REFUND PRODUCT AND/OR A REFUND ANTICIPATION LOAN.

- A Refund Anticipation Loan (RAL) is not a tax refund. It is a loan based upon your anticipated tax refund. If you apply for and receive a Refund Anticipation Loan under this Application/Agreement, you will be obligated to repay it even if you do not receive a tax refund or if your refund is less than expected.
- You can apply for an Electronic Refund Product under this Application/Agreement without applying for a Refund Anticipation Loan.
- You can direct the IRS or your State taxing authority to send you a refund check or to deposit your refund directly into one of your existing accounts without applying for an Electronic Refund Product or a Refund Anticipation Loan. The time it should take you to get your refund should be approximately the same if you either (i) apply for and receive an Electronic Refund Product under this Application/Agreement, or (ii) file your return electronically and receive your refund from the IRS by direct deposit to one of your existing accounts.
- You can file your tax return with the IRS and receive your refund directly from the IRS for free without applying for an Electronic Refund Product or a Refund Anticipation Loan. Filing options available include:

<u>Filing Method</u>	<u>Refund Method</u>	<u>Approximate Time to Receive Refund</u>
Mail a paper tax return	Paper check in the mail	About 5 - 7 weeks
Mail a paper tax return	Direct Deposit from IRS	About 5 - 7 weeks
File electronically	Paper check in the mail	About 21 - 28 days
File electronically	Direct Deposit from IRS	About 8 -15 days

- The time it takes to get your refund with an Electronic Refund Product is about 8-15 days. If you apply for and receive a RAL, the time it takes to receive your RAL proceeds is approximately 1-2 business days.
- If you receive an Electronic Refund Product or RAL, you will be charged a Special Purpose Deposit Account Processing Fee of \$32.
- If you apply for and receive a RAL, in addition to the Special Purpose Deposit Account Processing Fee of \$32, you will also be charged a finance charge of 3.20% of the amount borrowed. The maximum amount of a RAL you may receive is \$1800. However, if certain information related to your prior year tax filing history is not on file with the ERP Service Provider or if your anticipated federal refund amount is less than \$2800, the maximum amount of a RAL you may receive is \$1000. Furthermore, in order to receive any RAL, your anticipated federal tax refund must be at least \$1750.

A schedule showing the estimated finance charge and APR of the loan amounts available appears below: *

<u>Total Loan Amount</u>	<u>Finance Charge</u>	<u>Repayment Period</u>	<u>Annual Percentage Rate (APR)</u>
\$1000	\$32.00	11 days	109.69%
\$1800	\$57.60	11 days	109.69%

* Please note that the Finance Charge listed above will be deducted from the RAL proceeds. The Finance Charge does not reflect other fees and charges you have authorized to be deducted from the amount of the proceeds of your tax refund, including tax preparer's fees, electronic filing fee, service bureau fee, transmitter fee, and the Special Purpose Deposit Account Processing Fee of \$32. Your actual loan amount, amount financed, finance charge, and APR will be reflected in the Truth-in-Lending Disclosure statement you receive with your Application/Agreement.

- If you apply for either an Electronic Refund Product and/or RAL, and your state refund is received pursuant to your Application/Agreement, please note that a State Product Processing Fee of \$12 will also be charged.
- If you apply for a RAL and your RAL application is not approved or you do not accept the loan, and your tax refund is received pursuant to your application, the Special Purpose Deposit Account Processing Fee of \$32 will be charged along with other fees authorized by your application, but you will not be charged a Finance Charge.
- You can cancel a RAL. If you apply for and are approved for a RAL, and you choose not to accept it, you may cancel the loan within 3 business days of the time you receive the loan check or proceeds by returning the check to your tax preparer or by returning the loan proceeds to the Bank. You will then receive an Electronic Refund Product for the amount of your tax refund less the Special Purpose Deposit Account Handling Fee and any other fees and charges disclosed to you.
- If you apply for and receive a Refund Anticipation Loan (RAL) and you are filing a tax return that includes the Earned Income Tax Credit (EITC), the costs of the RAL will be deducted from, and can substantially reduce, your EITC benefits. You can obtain your full EITC benefit and avoid the costs of the RAL from being deducted from your EITC benefits by not applying for a RAL.
- A Refund Anticipation Loan (RAL) may cost substantially more than other sources of credit. As a result, you should consider whether the loans offered are consistent with your personal needs and financial circumstances before you apply for a RAL.
- If you are filing a joint tax return, and wish to apply for a RAL, you may but are not required to, apply for a loan with your spouse. See Section 20 of the Application/Agreement for more information.
- No one can guarantee whether, when or in what amount a tax refund will be issued. The IRS does not guarantee that it will pay the full amount of the anticipated tax refund and it does not guarantee a specific date that a tax refund will be mailed to a taxpayer, deposited into a taxpayer's bank account, or delivered to the Bank.

Application/Agreement for an Electronic Refund Product and/or a Refund Anticipation Loan offered through Fort Knox Financial Services Corporation ("FKFSC"), d/b/a Refund Advantage (collectively, "we" or the "ERP Service Provider"). The ERP Service Provider will utilize the services of The Ohio Valley Bank Company, an FDIC insured depository institution (the "Bank") to provide or facilitate the provision of certain products and services hereunder.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

In an effort to protect you and our country, the USA Patriot Act was signed into law. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a new account.

What this means for you: If you open a new account, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask for a driver's license or other identifying documents.

1. CERTAIN GENERAL INFORMATION/DISCLOSURES ABOUT REFUND ANTICIPATION LOANS (RALs): You may apply for a RAL under this Application/Agreement by checking the appropriate box in Section 17 below. You may apply for one of the following RAL amounts:

- A RAL of up to \$1,800: if (i) your anticipated federal tax refund is \$2,800 or more, and (ii) certain information concerning your prior year's tax filing history is on file with or is otherwise readily available to your tax preparer who signs this Application/Agreement ("your Tax Preparer")
- A RAL of \$1,000: if your anticipated federal tax refund is \$1,750 or more.

If you apply for a RAL of up to \$1,800 and your anticipated federal tax refund is less than \$2,800 or if certain information concerning your prior year's tax filing history is NOT on file with or readily available to the ERP Service Provider, then the maximum amount of a RAL that you may receive is \$1,000.

If your anticipated federal tax refund is less than \$1,750, you will not be eligible to receive any RAL.

If approved, the proceeds of a RAL typically will be made available to you within 1-4 days following the date on which you make your application.

If you apply for a RAL, and that application is denied, you will not receive a RAL, but instead, will receive an Electronic Refund Product.

If you apply for a RAL under this Application/Agreement, the ERP Service Provider will process your application through the Bank which may approve or deny your RAL application in its sole and absolute discretion.

As is discussed in more detail in Sections 4 and 18 below, if you are approved for a RAL, you may elect to receive your loan proceeds in any one of the following ways: by Bank check; by direct deposit from the Special Purpose Deposit Account to one of your existing accounts; or in the form of a Prepaid Debit Card.

The chart to the right shows the RAL Finance Charges and Annual Percentage Rates (APRs) that are reflective of the Bank's RAL Origination Fees of the available loan amounts. This

Refund Anticipation Loan			
Loan Amount	RAL Finance Charge	Estimated Repayment Period (days)	Estimated Annual Percentage Rate (APR)
\$1000	\$32.00	11	109.69%
\$1800	\$57.60	11	109.69%

This chart does not include any other fees that, pursuant to the terms of this Application /Agreement, you may authorize to be deducted from the remaining proceeds of your tax refund. For a RAL, the Bank charges a Finance Charge of 3.2% of the loan amount.

If you apply for a RAL, your Tax Preparer will provide you with a Truth In Lending Disclosure Statement containing the loan amount, finance charge, and APR that is specific to your RAL. Regardless of how you receive your RAL proceeds, the ERP Service Provider also will charge you a Special Purpose Deposit Account Processing Fee of \$32.00.

2. CERTAIN INFORMATION ABOUT ELECTRONIC REFUND PRODUCTS: If you specifically apply for an Electronic Refund Product by checking the appropriate box in Section 17 below, or if you apply for a RAL and your RAL application is denied, you will be applying for an Electronic Refund Product pursuant to which your federal tax refund (and your State tax refund, if applicable) will be routed to the Bank and disbursed in accordance with the terms of this Application/Agreement. If you receive an Electronic Refund Product under this Application/Agreement, you will be charged a Special Purpose Deposit Account Processing Fee of \$32.00, and you may elect to receive your refund proceeds (less applicable fees and charges) in any one of the following ways: Electronic Refund Check ("ERC"); Electronic Refund Deposit ("ERD"); or in the form of a Prepaid Debit Card.

3. CERTAIN INFORMATION ABOUT STATE TAX REFUNDS: If, in connection with your execution of this Application/Agreement, you have requested that your State tax refund be routed to the Bank and disbursed as an Electronic Refund Product in accordance with the terms hereof, and your State tax refund is in fact routed in that manner, you agree to pay to the ERP Service Provider the State Product Processing Fee of \$12.00 as specified in Section 17 below. In addition, you authorize and direct the Bank to deduct the amount of the State Product Processing Fee from your State tax refund and to remit that amount to the ERP Service Provider.

4. REFUND DISBURSEMENT OPTIONS: As indicated above, by checking the appropriate box in Section 18 below, you can elect to receive (i) the amount of your tax refund (less applicable fees and charges specified in Sections 17 and 19 below), or (ii) if applicable, the amount of your RAL (less the RAL Origination Fee specified in Section 17 below) in any of the following ways: by Bank check (also called an ERC in the case of an Electronic Refund Product); by direct deposit from the Special Purpose Deposit Account to one of your specified existing deposit accounts (also called an ERD in the case of an Electronic Refund Product); or in the form of a Prepaid Debit Card.

A. Bank Check Option. By electing to receive the amount in question by Bank check, you authorize and direct the Bank to issue the check in that amount from the Special Purpose Deposit Account and deliver it to your Tax Preparer or to your address, and you agree to hold the Bank and the ERP Service Provider harmless if your Tax Preparer does not timely deliver the check to you.

B. Direct Deposit Option. By electing to receive the amount in question by direct deposit, you authorize and direct the Bank to transfer that amount from the Special Purpose Deposit Account to the existing deposit account you specify in Section 18 below. If the deposit account information you or your representative specify in Section 18 below is inaccurate and the amount in question is transferred to that specified account (and you do not own or control it), you agree that you will be responsible for the loss. In addition, if the transfer is rejected by the financial institution that holds the account you specify in Section 18 below, or cannot be accomplished for any other reason, you authorize and direct the Bank to deliver the amount in question by Bank check in accordance with Section 4.A. above.

C. Prepaid Debit Card Option. By electing to receive the amount in question in the form of a Prepaid Debit Card, you authorize and direct the Bank to transfer that amount from the Special Purpose Deposit Account to a Prepaid Debit Card processor that is selected and designated by the ERP Service Provider, and the ERP Service Provider will cause an appropriate prepaid debit card to be provided to you. By selecting the Prepaid Debit Card option, you acknowledge that you have received, read, understand and agree to the terms and conditions applicable to the use of the Prepaid Debit Card and the card program as outlined in the Terms and Conditions in the Card User Guide, which is herein specifically incorporated by reference. Additionally, if you select the Prepaid Debit Card option and file a joint tax return, you understand that the Prepaid Debit Card specified in Section 18 of this Application/Agreement can only be issued in the name of one individual. Accordingly, you understand that if you have applied for an Electronic Refund Product, the prepaid debit card will be in the name of the primary applicant, and if you applied for and receive a Refund Anticipation Loan, the prepaid debit card will be in the name of the primary borrower.

D. Special Rules on Disbursements. Notwithstanding anything to the contrary contained in this Application/Agreement, if you apply for a RAL through a Prepaid Debit Card option or a Direct Deposit Option, and the Truth In Lending Disclosure Statement presented to you with this Application/Agreement does not reflect the actual terms of your loan, then, you will receive all of your RAL proceeds (less the RAL Origination Fee) by Bank check regardless of the disbursement option you specify in Section 18 below.

In such event, you will receive a new Truth In Lending Disclosure Statement with your check, and the actual amount of your RAL Origination Fee, which you agree to pay to the Bank, will be the amount identified as the "Finance Charge" on the Truth In Lending Disclosure Statement that accompanies your Bank check, and, for purposes of Sections 5 and 6 below, such amount will be deemed to be the RAL Origination Fee specified in Section 17 below.

5. REQUEST FOR REFUND ANTICIPATION LOAN: If you check the RAL box in Section 17 below, you are applying for the Refund Anticipation Loan specified in that Section. If you do not receive a RAL, either because your RAL application is denied, or because you choose not to accept an approved RAL, you will receive your tax refund (less applicable fees and charges) in the form of an Electronic Refund Product.

By signing this Application/Agreement and applying for a RAL, you authorize and direct the Bank (i) to deduct the RAL Origination Fee from your RAL proceeds and deduct the aggregate amount of the following fees and charges that are specified in Sections 17 and 19 below from the remaining proceeds of your tax refund: the Tax Preparation Fee, the Electronic Filing Fee, the Service Bureau Fee, the Transmitter Fee, the Special Purpose Deposit Account Processing Fee and any amounts you owe related to a RAL or Electronic Refund Product you received from the Bank, and (ii) to retain the RAL Origination Fee and forward such other amounts on your behalf to your Tax Preparer, the ERP Service Provider and to such other third-party service providers as the ERP Service Provider may direct. Accordingly, if you are approved for a RAL, the amount of RAL proceeds you will receive will be the total principal amount of that RAL (which will be the same as the "Amount Financed" that is specified in the Truth In Lending Disclosure Statement) minus the RAL Origination Fee.

6. LOAN AGREEMENT: You will not be obligated under the Loan Agreement established by the provisions of this Section 6 unless and until the Bank approves your application for a RAL and (i) disburses the loan proceeds (less the loan origination fee) in accordance with the terms of this Application/Agreement, and (ii) if the disbursement is made by Bank check, you endorse the check or otherwise transfer it for value. By signing this Application/Agreement, being approved for a RAL by the Bank, and receiving the RAL proceeds (less the RAL Origination Fee) in accordance with the terms of this Application/Agreement, you accept the Bank's offer of credit and agree to be bound by all of the terms and conditions of this Application/Agreement, including the Loan Agreement provisions established in this Section 6.

With respect to the RAL that you receive, you promise to pay to the Bank, in accordance with the terms hereof: (i) the total principal amount of the RAL -- which will be equal to the "Amount Financed" specified in the Truth In Lending Disclosure Statement, applicable to the RAL, plus (ii) the total amount of the RAL Origination Fee specified in Section 17 below, which amount will be identified as the "Finance Charge" in the Truth In Lending Disclosure Statement, applicable to the RAL. Payment of such amounts is due ON DEMAND or, if earlier, when the Bank receives your income tax refund from the IRS (or State taxing authority, if applicable).

You agree that the Bank has the right to withdraw from the Special Purpose Deposit Account sufficient funds to pay off your outstanding RAL at any time. The Bank or the ERP Service Provider will notify you promptly if the amount of your tax refund(s) deposited to the Special Purpose Deposit Account is less than the amount of your outstanding RAL. You agree that you are fully responsible for payment under this Loan Agreement.

By signing this Application/Agreement, you grant to the Bank a security interest in (i) the tax refund(s) that are anticipated to be paid to you by the IRS (and State taxing authority, if applicable) for the tax year on which your RAL is based, and (ii) the Special Purpose Deposit Account. If for any reason any part of your anticipated tax refunds are disallowed or offset by the IRS (or State taxing authority, if applicable), or if you should receive a tax refund check in the mail from any taxing authority, you agree to advise your Tax Preparer and promptly repay your RAL to the Bank.

7. SPECIAL PURPOSE DEPOSIT ACCOUNT: By signing this Application/Agreement, you authorize and direct the ERP Service Provider to cause the Bank to maintain a special purpose non-interest bearing deposit account (the "Special Purpose Deposit Account") to (i) receive the direct deposit of your anticipated federal and/or state tax refund(s), (ii) pay on your behalf the fees and charges specified in Sections 17 and 19 below, (iii) repay your RAL, if applicable, and (iv) make other disbursements called for in this Application/Agreement. You will not be permitted to make any deposits to or withdrawals from the Special Purpose Deposit Account, or close the Special Purpose Deposit Account. The Bank, however, may close that Account at any time.

8. RECEIPT AND APPLICATION OF TAX REFUND(S): By signing this Application/Agreement you authorize and direct your Tax Preparer and the ERP Service Provider to make arrangements to cause the IRS (and State taxing authority, if applicable) to remit your tax refund for the calendar year in question to the Bank by direct deposit. When the Bank receives your federal and/or state tax refunds, it immediately will credit the Special Purpose Deposit Account for such amounts. By signing this Application/Agreement, you authorize and direct the Bank to deduct from such amounts (i) the total amount owed on the RAL you are applying for in this Application/Agreement, if applicable, including the RAL Origination Fee and amount, if any, you owe to the Bank on any RAL you received from the Bank in a prior year; and (ii) the aggregate amount of the following fees and charges specified in Sections 14, 17 and 19 below that are applicable to your transaction: the Tax Preparation Fee, the Electronic Filing Fee, the Service Bureau Fee, the Transmitter Fee, the Special Purpose Deposit Account Processing Fee and the State Product Processing Fee; and you authorize and direct the Bank to forward such amounts on your behalf to your Tax Preparer, the ERP Service Provider and to such other third-party service providers as the ERP Service Provider may direct.

You should consult your Tax Preparer in advance of signing this Application/Agreement if any blanks are not filled in Sections 17 or 19 below, or if you have any questions concerning the specific fees and charges that will be charged to you under this Application/Agreement.

After making the deductions called for in this Section 8, the Bank will disburse the remaining balance of your tax refunds, if any, from the Special Purpose Deposit Account in accordance with the terms of this Application/Agreement.

9. STATE LAW NOTICES: Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Wisconsin Residents:** Wisconsin law provides that no agreement, court order, or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, court order, or statement, or has actual knowledge of the adverse provision. **New York and Vermont Residents:** A credit report may be requested in connection with this Application/Agreement. At your request, we will tell you whether or not a credit report was obtained, and the name and address of the consumer-reporting agency that furnished the report. **California Residents:** If married and filing from California, you have the right to apply for credit separately. **Iowa Residents:** NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law. **Pennsylvania Residents:** If this loan becomes in default, the bank or its assignee intends to collect default charges. **All States:** Taxpayers filing jointly may apply for individual credit.

10. SHARING INFORMATION: By signing this Application/Agreement, you authorize your Tax Preparer, any applicable service bureau and/or transmitter and the IRS (and any applicable State taxing authority) to disclose your 2010 tax return and refund information (as well as the prior year funding history of your refund) to the Bank and FKFS, and to each other. You also authorize and acknowledge that the Bank and FKFS may share such information with your Tax Preparer, any applicable service bureau and/or transmitter and other third parties to the extent necessary to process your product requests hereunder, as permitted by law. You may not revoke any of the foregoing authorizations except as permitted by applicable law.

By signing this Application/Agreement, you consent to the Bank, FKFS and your Tax Preparer sharing information about you with each other, including without limitation for the purposes of underwriting RALs and to offer additional products or services. You may revoke your consent by contacting FKFS in writing at PO Box 24462, Louisville KY 40224, or by calling (866) 876-6648.

11. ASSIGNMENT: By signing this Application/Agreement, you agree that the Bank may assign, sell or transfer its ownership of your RAL and all or part of its rights arising under this Application/Agreement, in whole or in part, to a third party or to an affiliate of the Bank.

12. RAL DEFAULT: You will be in default if you do not pay the Bank the full amount of your RAL within seven (7) days after request for payment has been made by the Bank. If you are in default on your RAL, you agree that the Bank's acceptance of partial payments or late payments shall not be a waiver of your obligation to pay the full amount of your RAL when due, including all fees and charges associated therewith. If more than one person has applied for a RAL and executed this Application/Agreement, you agree that each such person shall be individually liable for paying the full amount of the RAL to the Bank. You further agree, in the event of default, to pay applicable interest on the defaulted RAL at an annual rate of 16.00%, or, if less, the highest rate allowed by applicable law and all costs of collection, including reasonable attorney fees.

13. MISCELLANEOUS: No one can guarantee the amount of your tax refund, if any, or the date on which it may be received. Furthermore, you understand that your requests made in this Application/Agreement may be denied for any reason. You authorize the Bank and FKFS to provide your Tax Preparer and any applicable service bureau and/or transmitter information regarding the status of your account and to perform any actions they deem necessary to verify the accuracy of information contained in this Application/Agreement, including but not limited to, performing a check of your credit through any nationally recognized credit bureau. You authorize the ERP Service Provider to inquire of the IRS (and State taxing authority, if applicable) as to the status of your tax refund(s) and to receive from or supply to the IRS (and State taxing authority, if applicable) information to expedite the issuance of your refund(s). You also authorize the Bank, FKFS and your Tax Preparer to inquire of the Treasury Offset Program Call Center to determine whether your tax refund may be offset. You understand that you shall in all events be fully and directly responsible to pay all fees and charges for tax preparation and electronic transmittal of your tax return and you authorize your Tax Preparer to retain all signed tax related materials until all fees due to your Tax Preparer have been paid in full. You also agree that if the Bank or FKFS is legally required to give you any specific notices or disclosures, the Bank or FKFS may provide such information to your Tax Preparer to forward to you.

The Special Purpose Deposit Account Processing Fee and the State Product Processing Fee are being charged by the ERP Service Provider and portions of those fees may be shared with the Bank, your Tax Preparer, a service bureau or transmitter or other third-party service providers. The RAL Origination Fee is being charged by the Bank and a portion of that fee may be shared with the ERP Service Provider and others.

This Application/Agreement shall be governed by the laws of the State of Ohio and applicable federal laws; except that the Arbitration Agreement provisions contained in Section 15 below shall be governed solely by federal law.

14. OTHER PROCESSING AND SERVICE FEES: If we receive an additional deposit beyond your normal refund amount from the IRS or state taxing authority on your behalf (including but not limited to economic stimulus deposits or other types of tax rebates or credits), we may withhold a Special Processing Fee of \$5 from the proceeds of the amount received, in addition to any other amounts authorized by this Application/Agreement. Any such deposit will be processed under this Application/Agreement as would your normal refund deposit.

If you fail to cash any check that is issued to you pursuant to this Application/Agreement before January 1, 2012, a check reissue fee of \$30 may be assessed against you.

15. ARBITRATION AGREEMENT: PLEASE READ THE PROVISIONS OF THIS SECTION 15 CAREFULLY. THEY PROVIDE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR TO BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THESE ARBITRATION PROVISIONS, YOU, THE ERP SERVICE PROVIDER AND THE BANK MIGHT OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

Any claim or defense that you may have against (i) the ERP Service Provider, (ii) the Bank or (iii) any of their respective employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents or assigns (such parties, collectively, the "Section 15 Parties") arising from or relating in any way to this Application/Agreement or your relationship with any of the Section 15 Parties, and any claim or defense that any of the Section 15 Parties may have against you, arising from or relating in any way to this Application/Agreement or their relationship with you (each such claim or defense that you or any of the Section 15 Parties may have, a "Claim"), including Claims regarding the applicability or validity of these arbitration provisions, shall be resolved exclusively and finally by binding arbitration.

All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, nonrepresentative) basis. As an exception to arbitration, you and the Section 15 Parties retain the right to file in a small claims court any Claim that is within that court's jurisdiction. If a Claim is brought in a small claims court, it must be asserted on an individual basis.

The party bringing the Claim may select either one of two national arbitration organizations to administer the arbitration of the Claim: the National Arbitration Forum ("NAF"), or the American Arbitration Association ("AAA"). The arbitration organization that is selected will apply its code of procedures in effect at the time the arbitration is filed, subject to this Application/Agreement. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and the applicable Section 15 Parties. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class action or representative basis.

If you prevail in the arbitration of any Claim against any of the Section 15 Parties, the applicable Section 15 Parties will reimburse you for any fees you paid to the arbitration organization in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and Claims may be filed with either of the two organizations, as follows: the NAF at P.O. Box 50191, Minneapolis, Minnesota 55405, website at www.arb-forum.com; or the AAA at 1633 Broadway, Floor 10, New York, New York 10019, website at www.adr.org. Any arbitration hearing at which you wish to appear will take place at a location within the federal judicial district that includes your residential address at the time the Claim is filed. The arbitration agreement contained in this Section 15 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

These arbitration provisions apply to all Claims which arose in the past, which may presently be in existence, or which may arise in the future, and shall survive termination of your RAL or the Special Purpose Deposit Account as well as voluntary payment of the debt in full by you or any bankruptcy by you.

This section 15 (Arbitration Agreement) does not apply in Maine, New York, or any other state where prohibited.

REFUND ADVANTAGE PRIVACY NOTICE

Dear Customer. In the process of applying for a tax refund related product, you were required to provide us with information about yourself and we obtained information about you from others. Federal law requires us to provide you with this statement. In this Privacy Notice, "Confidential Information" means most non-public personally identifiable information about you. This Notice applies only to individuals who applied for a tax refund related product through Refund Advantage. We may change our privacy policy at any time, giving you any notice that may then be required.

Confidential Information we collect. The Confidential Information that we collect about you includes information in your application and your tax return in each year that you applied for a tax refund related product, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transactions with us, tax preparers and other providers of tax related financial products, such as payment histories or balances due or tax information. We also collect information from other non-affiliated third parties such as employers; and information concerning your credit history from credit-reporting agencies.

Reasons we can share your Confidential Information. We may disclose your Confidential Information to nonaffiliated third parties for our everyday business purposes, such as to process your transactions, or respond to court orders and legal investigations. We may also disclose Confidential Information with your consent or as otherwise permitted by law. Your signed Agreement includes a consent to certain sharing of information. You may revoke that consent by notifying us at any time. If you revoke, we will continue the processing of any pending application but we will not share the information you asked us not to share unless otherwise permitted by law. You may revoke your consent by contacting KFKSC in writing at PO Box 24462, Louisville KY 40224, or by calling (866) 876-6648.

Former customers. These policies continue to apply after you become a former customer.

Security procedures we use to protect your Confidential Information. We also take steps to safeguard customer information. We restrict access to your Confidential Information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your Confidential Information.

Question? If you have any questions about our Privacy Policy, please call (866) 876-6648.

