# WHAT YOU NEED TO KNOW BEFORE SELECTING A REFUND TRANSFER REPUBLIC BANK & TRUST COMPANY

#### **Tax Refund Options**

Filing Method	Refund Transfer	Dispursement Details	Estimated Issuance of Refund	Bank Fee
Paper Return	No	IRS Issued Check Sent U.S. Mail <sup>1</sup>	Within 6 weeks	None
Paper Return	No	IRS Direct Deposit to Your Account <sup>1</sup>	Within 6 weeks	None
E-File	No	IRS Issued Check Sent U.S. Mail <sup>1</sup>	Within 21 days but not earlier than 2/15 if tax return includes EITC or ACTC <sup>2</sup>	None
E-File	No	IRS Direct Deposit to Your Account <sup>1</sup>	Within 21 days but not earlier than 2/15 if tax return includes EITC or ACTC <sup>2</sup>	None
E-File	Yes	Bank Direct Deposit to Your Account <sup>1</sup>	Within 21 days but not earlier than 2/15 if tax return includes EITC or ACTC <sup>2</sup>	54.95

**Fees:** The Refund Transfer and Tax Software and related Fees disclosed in Section 3 of the Bank Product Application and Agreement are not due until tax preparation and any other services provided to you in relation to the Refund Transfer (Services) are complete. The Services are not complete until the earlier of (i) notification to you that the proceeds of your Refund Transfer are available or (ii) the 60<sup>th</sup> day after your tax return has been e-filed with the IRS.

**Filing Options With No Additional Costs:** You have many options for filing your tax return and receiving your refund, some of which have no additional costs. With these options you will need to pay tax software and related fees directly to TaxAct. Refer to the chart above for the estimated issuance of your federal refund associated with each option:

- Paper Return: You can mail your tax return to the IRS and/or state and have your refund issued as a check sent in the U.S. mail or by direct deposit (if you have an existing account) without having to incur any additional cost for a Refund Transfer.
- **E-File:** You can e-file your federal and/or state tax return and have your refund issued as a check sent in the U.S. mail or by direct deposit (if you have an existing account) within a similar time frame and without paying the additional fees associated with a Refund Transfer.

**Refund Transfer:** You may choose to receive your refund as a Refund Transfer which is a fee-based product provided by Republic Bank & Trust Company, member FDIC. If you choose a Refund Transfer, your income tax return will be filed electronically and your refund will be directly deposited in a bank account established for one-time use only for the receipt of your refund and not intended for long term use. Typically, refund proceeds are issued from the IRS within an estimated 21 days after IRS acceptance of the return. However, the IRS will not begin issuing refunds earlier than February 15<sup>th</sup> for EITC and ACTC-related tax returns. A Refund Transfer Fee and other authorized fees will be deducted from your refund amount. The remainder of your refund will be direct deposited to your personal bank account. You can choose a less expensive filing option that does not require the additional fees associated with a Refund Transfer.

- A Refund Transfer is not necessary to obtain your refund.
- A Refund Transfer is not necessary to obtain a direct deposit from the IRS if you have an existing bank account.
- Tax software and related fees are determined by TaxAct and disclosed to you on the Refund Transfer Application and Agreement.

**Tax Refund Processing:** For additional information on tax refund processing please consult <u>www.irs.gov</u> or your state's tax authority website.

**Withholding Change:** Changing your income tax withholding might result in more income during the year rather than waiting for an income tax refund.

**Debit Authorization:** If your tax refund does not have sufficient funds to pay the amount listed under Total Tax Software and related Fees, as set forth in Section 3 of the Refund Transfer Application and Agreement, or the Total Tax Software and related Fees have not been paid in full by April 13, 2023 or 77 days after you submit this Agreement (whichever is later) **you are authorizing Republic to automatically deduct the Total Tax Software and related Fees (or any unpaid portion thereof) via ACH directly from your personal bank account.** 

**Information About Opening a Low-Cost Bank Account:** Go to *www.joinbankon.org* for information about low-cost "starter" or "second chance" bank accounts and access to financial education resources.

- 1. It may take additional time for your financial institution to post the refund to your account or for mail delivery.
- 2. Based on information published on www.irs.gov, the IRS issues most electronically filed refunds within 21 calendar days of IRS acknowledgement, or within 6 weeks of paper filed returns. However, the IRS will not begin issuing refunds for Earned Income Tax Credit (EITC) and Additional Child Tax Credit (ACTC) related tax returns until February 15th. Visit www.irs.gov for details about your individual refund. Republic Bank & Trust Company does not guarantee whether, when or in what amount a tax refund will be issued.

# **Refund Transfer Application and Agreement**

Republic Bank & Trust Company, 601 West Market Street, Louisville, Kentucky, 40202

**CUSTOMER IDENTIFICATION PROGRAM NOTICE:** In order to help the government fight the funding of terrorism, money laundering activities, and identity theft, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who applies for a Refund Transfer. What that means to you is that when you apply for a Refund Transfer through Republic Bank & Trust Company (**Republic**), you will need to provide your name, street address, taxpayer identification number, date of birth, and other information that will allow us to identify you including an unexpired, government-issued, photo ID or other similar document.

TAXPAYERS INFORMATION	(Address must not contain a P.O. Box
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Name: Andrea Brezanova	Joint:	
Address: 8 Orchid Pl Apt.	2D Nantucket, MA 02554	

#### 1. REFUND TRANSFER

I (which includes the joint taxpayer, if any) understand that by accepting this Refund Transfer Application and Agreement (Agreement), I am requesting and agreeing to receive my federal and/or state tax refund, less the fees and payments set out in Section 3 below, by direct deposit. Republic will deposit my federal and/or state tax refund directly to my existing account (Bank Account). If Republic becomes aware the Bank Account information is incorrect prior to disbursement or Republic is unable, for any reason, to honor my Direct Deposit request, my tax refund will be disbursed to me via check, mailed directly to me by Republic. However, if my Bank Account information is incorrect and the deposit I direct Republic to make is not returned to Republic, I hereby acknowledge that I will be responsible for any loss. Additionally, Republic reserves the right, in its sole and absolute judgment and discretion, to deny any Refund Transfer Application and Agreement if the Internal Revenue Service (IRS) or applicable state taxing authority does not accept my tax return, or if I do not meet Republic's eligibility criteria.

If I am filing a joint tax return, the pronouns "I", "me", and "my" used in this Application/Agreement shall be understood to include both the applicant and the joint applicant and shall thus be read as "we", "us", and "our", respectively, wherever applicable.

#### 2. ACKNOWLEDGEMENT/CERTIFICATION/AGREEMENT

By accepting this Agreement in the spaces provided below, I do the following:

- I acknowledge that I am at least eighteen (18) years old, nineteen (19) in AL or NE.
- I acknowledge receiving a completed copy of this Agreement.
- I acknowledge that I have received, read, and understand this Agreement, Republic's Privacy Notice, and a sheet entitled What You Need to Know Before Selecting a Refund Transfer.
- I acknowledge that the Refund Transfer is not a loan.
- I certify that all my information contained in this Agreement is correct to the best of my knowledge, that this
  Agreement is based on my 2022 federal and/or state income tax return(s) and that the tax return(s) are true,
  complete, and accurate in all respects.
- I agree to all the terms and provisions set forth in this Agreement, including the WAIVER OF JURY TRIAL AND ARBITRATION section.
- **3. FEES & PURCHASES:** I understand that the Refund Transfer and Tax Software and related Fees listed below are not due until tax preparation and any services provided to me in relation to the Refund Transfer (**Services**) are complete. The Services are not complete until the earlier of (i) notification to me that the proceeds of my Refund Transfer are available or (ii) the 60 th day after my tax return has been e-filed with the IRS. The Refund Transfer Fee applies to the first refund received and an additional fee will be charged for each subsequent funding received, whether federal or state.

Refund Transfer Fees		Tax Software and related Fees	
Refund Transfer Fee paid to Republic:	\$ 54.95	Tax Software Fees paid to TaxAct:	\$ 42.45
Total Refund Transfer Fees:	\$ 54.95	TaxAct Xpert Assist Fee paid to TaxAct:	\$ 0.00
		e-File Concierge Fee paid to TaxAct:	\$ 0.00
		Audit Fee paid to TaxAct:	\$ 0.00
		Total Tax Software and related Fees:	\$ 42.45

TOTAL FEES WITHHELD FROM REFUND: \$ 97.40

TAX SOFTWARE AND RELATED FEES YOU AUTHORIZE REPUBLIC TO DEDUCT FROM YOUR BANK ACCOUNT IF YOUR REFUND IS INSUFFICIENT OR IF YOUR REFUND IS NOT RECEIVED WITHIN TIME FRAME INDICATED HEREIN \$ 42.45

#### 4. ACCOUNT AND RELATED TRANSFER

I authorize and request Republic to receive and process my federal and/or my state tax refund by establishing an account (my "RBT Account") for the sole purpose of receiving my tax refund and disbursing my Refund Transfer. No other deposits may be made to, and no withdrawals will be allowed from my RBT Account. Prior to disbursing my Refund Transfer, I authorize Republic to deduct and pay any and all of the following fees and charges from my tax refund: (i) any current year outstanding balances and fees due Republic, including the Refund Transfer Fee; and (ii) any or all authorized fees due the tax software company (**Transmitter**). The Refund Transfer will be disbursed to me by direct deposit into my Bank Account. I understand that Republic will not charge my RBT Account any overdraft, nonsufficient funds, or similar fee if Republic seeks to deduct any amount due from my RBT Account and my RBT Account does not contain sufficient funds to cover the amount due.

#### 5. AUTHORIZATIONS

I (i) authorize Republic to inquire of the IRS, state taxing authority (if applicable), my employer or any agency providing information on behalf of my employer as to the status of my tax refund(s) and as to my tax withholding and to receive from or supply to the IRS and the state taxing authority (if applicable) information on my behalf; (ii) authorize Republic to investigate and verify from time to time all information provided to Republic; (iii) authorize Republic to verify my employment and any of the information in this Agreement; (iv) authorize my Transmitter to provide to Republic, and authorize Republic to provide to the IRS or other third parties as permitted by law, information obtained from my tax return, this Agreement, and other sources necessary to detect suspicious or fraudulent tax returns and/or possible fraudulent Refund Transfers or for any other purpose permitted by law; (v) authorize Republic to use information I am providing to Republic in conjunction with this Agreement to verify my refund status with the IRS; (vi) authorize Republic to change my Refund Transfer disbursement method at its discretion if necessary to process my Refund Transfer; (vii) authorize Republic, at Republic's sole discretion, if I provided my cellular phone number to my transmitter, to deliver to my cellular phone number text messages and phone calls using an automatic telephone dialing system or an artificial or pre-recorded voice and understand that Republic is not requiring me to provide this authorization as a condition of obtaining the Refund Transfer (message and data rates may apply from my wireless carrier); and, (viii) authorize Republic, at its sole discretion, to send my Refund Transfer, or any amount due me, to me at my address as listed on this Agreement.

If my tax refund does not have sufficient funds to pay the amount listed under Total Tax Software and related Fees, as set forth in Section 3 above, or the Total Tax Software and related Fees have not been paid in full by April 13, 2023 or 77 days after I submit this Agreement, whichever is later: (i) I authorize Republic to automatically deduct the Total Tax Software and related Fees (or any unpaid portion thereof) via ACH directly from my Bank Account (defined above).

## 6. RELEASE OF MY REFUND TRANSFER INFORMATION

I authorize Republic to provide third parties, including without limitation, credit reporting agencies and Transmitter with information regarding the status of my Refund Transfer, including whether the IRS or any state taxing authority funded, partially funded or failed to fund my tax refund, and whether I obtained a Refund Transfer. (See Republic's Privacy Notice).

#### 7. ADDITIONAL TERMS

I authorize Republic to accept my federal tax refund from the IRS and/or my state tax refund from the applicable state taxing authority and disburse the balance of my account to me by depositing it directly into my Bank Account. I understand and agree that (i) Republic is not affiliated with and does not warrant the performance of the Transmitter or the accuracy of the tax return; (ii) Republic's fees may be shared by Republic with the Transmitter; (iii) this Agreement is governed by applicable federal laws and the laws of the Commonwealth of Kentucky; and (iv) Republic does not guarantee whether, when, or in what amount, tax refund(s) will be issued.

#### 8. REGULATORY DISCLOSURES

#### A. Federal Electronic Fund Transfer Act:

In Case of Errors or Questions About My Electronic Transfers, I will telephone Republic at 1-866-581-1040 or write Republic at Tax Refund Solutions, P.O. Box 2348, Louisville, Kentucky 40201 as soon as I can if I believe my transaction history is wrong or I need more information about a particular transaction. Republic must hear from me no later than sixty (60) days after I electronically accessed my account, if the error could be viewed in my electronic history. I must tell Republic my name and Social Security Number, describe the error or transaction you are unsure about, and explain as clearly as I can why I believe it is an error or why you need more information, and tell Republic the dollar amount of the suspected error.

If I report an error orally, Republic may require me to send my complaint or question in writing within ten (10) business days.

Republic will determine whether an error occurred within ten (10) business days after hearing from me and will correct any error promptly. If Republic needs more time, however, it may take up to forty-five (45) days to investigate my complaint or question. If Republic decides to do this, it will credit my account within ten (10) business days for the amount I think is in error, so that I will have the use of the money during the time it takes Republic to complete its investigation. If Republic asks me to put my complaint or question in writing and does not receive it within ten (10) business days, Republic may not credit my account. For questions and errors involving new accounts, Republic may take up to ninety (90) days to investigate my complaint or question. For new accounts, Republic may take up to twenty (20) business days to credit my account for the amount I think is in error. Republic will tell me the results within three (3) business days after completing its investigation. If Republic decides that there was no error, Republic will send me a written explanation. Copies of the documents that Republic used in the investigation are available at my request.

Republic's business days are Monday through Friday, except for federal holidays.

No other electronic fund transfers are allowed. Other than the Refund Transfer Fee described in Section 3, there is no charge/fee for electronic fund transfer activity. You can access your transaction history by visiting www.republictaxpayer.com.

If Republic does not complete a transfer to or from my account on time or in the correct amount in accordance with this Agreement, Republic will be liable for my losses or damages. However, there are some exceptions. Republic will not be liable, for instance: (i) if, through no fault of Republic, I do not have enough money in my account to make the transfer, (ii) if circumstances beyond Republic's control (such as a fire or flood) prevent the transfer despite reasonable precautions that Republic may have taken, or (iii) if the funds have been attached or otherwise frozen as a result of a legal proceeding.

Republic will disclose information to third parties about my account or the transfers I make (i) when it is necessary to complete transfers, (ii) in order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant, (iii) in order to comply with government agency or court orders, (iv) in accordance with Republic's Privacy Notice, and (v) if I give Republic written permission.

**B. Provisional Credit:** Any credit given to me by Republic with respect to an automated clearing house (ACH) credit entry is provisional until Republic receives final settlement for such entry. If Republic does not receive such final settlement, I agree that Republic is entitled to a refund of the amount credited to me in connection with such entry, and the party making the payment to me via such entry (i.e., the originator of the entry) shall not be deemed to have paid me in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving my account, Republic is not required to give a notice to me of receipt of an ACH item and will not do so. However, Republic will notify me of the receipt of payments in the transaction history, if any. Any ACH transfer to or from the deposit will comply with U.S. law.

#### 9. WAIVER OF JURY TRIAL AND ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY GOING TO COURT. THIS MEANS THAT YOU WILL NOT HAVE A RIGHT TO A JURY AND THAT YOU WILL NOT BE ABLE TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING FOR ANY DISPUTE SUBJECT TO ARBITRATION. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In consideration of the services provided in connection with this Agreement, I agree to the terms of this arbitration provision as set forth in this Section 9.

A. Facts about Arbitration: Arbitration is a process in which persons or companies with a dispute: (i) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (ii) agree, instead, to submit their disputes to a neutral third person (Arbitrator) for a decision. Each party to the dispute has an opportunity to present some evidence to the Arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The Arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an Arbitrator's decision. THEREFORE, I ACKNOWLEDGE AND AGREE AS FOLLOWS:

**B. Scope of Arbitration:** The words "dispute" and "disputes" are given the broadest possible meaning and include, except as expressly limited in this paragraph, all claims, rights and controversies in any way arising from or in any way relating

directly or indirectly to (i) this Agreement (including this arbitration provision and the fees charged), and any prior agreement or agreements between me and Republic, and any and all aspects of my present or past relationship with Republic that relates to or concerns my tax refund, (ii) the signing of this arbitration provision, including the validity and scope of this arbitration provision. Without limiting the generality of the foregoing and except as expressly limited in this paragraph, the claims, rights and controversies within the scope of the terms "dispute" or "disputes" includes any possible claims or rights that I have against Republic or against any of Republic's employees, agents, officers, directors, managers, shareholders or affiliated entities and/or Transmitter (hereinafter collectively referred to as "related third parties"), including those arising under (i) federal or state law, including alleged violations of any state or federal constitution, statute or regulation and common law theories such as those based upon contract, tort, fraud, or other intentional torts; (ii); and any claims seeking restitution pursuant to California Business and Professions Code §§ 17200 et seq. except for the specific components of a dispute or controversy seeking public injunctive relief pursuant to California Business and Professions Code §§ 17200 et seq., any law or procedural provision that otherwise might enable me to assert rights as a private attorney general, or as a representative and/or member of a class of persons, or as a person acting in any other representative capacity (hereinafter referred to as "Representative Claims"); and (iii) all claims arising from or relating directly or indirectly to the disclosure by Republic or related third parties of any non-public personal information about me. The claims, rights and controversies within the scope of the terms "dispute" or "disputes" also includes any possible claims or rights that Republic has against me, including all counterclaims it may have in the event of a dispute that I raise. Notwithstanding the foregoing, the terms "dispute", "disputes", and "Representative Claims" do not include: (i) any dispute or controversy about the validity, enforceability, coverage or scope of Section 9.C titled "Waiver of Jury Trial and Participation in Class Action" and Section 9.D titled "No Class Arbitration" set forth below or (ii) the specific components of a dispute or controversy seeking public injunctive relief pursuant to California Business and Professions Code §§ 17200 et seq.; all such disputes or controversies are for a court and not an arbitrator to decide.

Any dispute or Representative Claim regarding the enforceability of Section 9.C titled "Waiver of Jury Trial and Participation in Class Action and/or Section 9.D titled "No Class Arbitration" must be decided by a court of competent jurisdiction prior to initiating arbitration of any Representative Claim. The specific components of any dispute or controversy seeking public injunctive relief pursuant to California Business and Professions Code §§ 17200 et seq. may only be decided after a ruling on all Representative Claims by the arbitrator.

C. Waiver of Jury Trial and Participation in Class Action: I acknowledge and agree that by entering into this arbitration provision: I AM GIVING UP MY RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST REPUBLIC OR RELATED THIRD PARTIES; (ii) I AM GIVING UP MY RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST REPUBLIC OR RELATED THIRD PARTIES; AND (iii) EXCEPT FOR THE SPECIFIC COMPONENT OF ANY CLAIM SEEKING PUBLIC INJUNCTIVE RELIEF PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 ET SEQ., I AM GIVING UP MY RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST REPUBLIC AND/OR RELATED THIRD PARTIES. Republic is giving up its rights to jury trial and rights to have a dispute it has with you resolved in a court, other than a small claims tribunal.

**D. No Class Arbitration:** Except as provided in Paragraph H below, all disputes including any Representative Claims against Republic and/or related third parties shall be resolved by binding arbitration only on an individual basis with me. IN ACCORDANCE THEREWITH, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW ME TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. THE ARBITRATION SHALL ONLY RESOLVE MY RIGHTS, CLAIMS OR CONTROVERSIES, NOT THOSE OF ANY OTHER PERSON.

E. Arbitration Organizations and Procedures: Arbitration shall be commenced and conducted as follows.

Any party to a dispute, including related third parties, seeking to have that dispute resolved shall send the other party written notice by certified mail return receipt requested of their intent to arbitrate and in that letter shall set forth the subject of the dispute along with the relief requested. Regardless of who demands arbitration, I shall have the right to select the entity that will administer the arbitration process from among: the American Arbitration Association (1-800-778-7879) <a href="http://www.adr.org">http://www.adr.org</a>, JAMS (1-800-352-5267) <a href="http://www.jamsadr.com">http://www.jamsadr.com</a>, or any arbitration organization that Republic may designate in the event either AAA or JAMS or both are unable to act or do not honor (or are not expected to honor) the terms of this Agreement. As an alternative, the parties may agree to select a local Arbitrator who is an attorney, retired judge, or Arbitrator registered and in good standing with an arbitration association, to administer the arbitration. If I fail to notify Republic of a selection for arbitration organization, within thirty (30) days of the demand for arbitration, then Republic has the right to select the arbitration organization from the same list. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this arbitration provision, including the limitations contained in this Agreement. I understand that I may obtain a copy of the rules and procedures by contacting the arbitration organization listed above. If the arbitration will be conducted by a local Arbitrator, the AAA rules in effect at the time this Agreement is signed will govern

(to the extent not inconsistent with this Agreement) unless the parties otherwise agree. If there is any reason that an Arbitrator or arbitration organization cannot be selected under this paragraph, we agree that one will be selected by a court, by consent of the parties, and the AAA rules in effect at the time this Agreement is signed will govern the resulting arbitration (to the extent not inconsistent with this Agreement) unless the parties otherwise agree.

- **F. Payment of Arbitration Fees:** Regardless of whom demands arbitration, upon my request Republic will advance my portion of the expenses associated with the arbitration, including the filing, administrative, hearing and Arbitrator's fees **(Arbitration Fees)**. If the Arbitrator renders a decision or an award that provides material relief in my favor resolving the dispute, then I will not be responsible for reimbursing Republic for my portion of the Arbitration Fees, and Republic will reimburse me for any Arbitration Fees I have previously paid. If the Arbitrator does not render a decision or an award that provides material relief in my favor resolving the dispute, then the Arbitrator may require me to reimburse Republic for the Arbitration Fees it has advanced, not to exceed the amount which could have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees I have previously paid.
- **G. Conduct of Arbitration**: The arbitration hearing will be conducted in the county of my residence, or within 30 miles from such county, or in the county in which the transaction under this Agreement occurred, or in such place as shall be ordered by the Arbitrator. Throughout the arbitration, each party shall bear their own attorneys' fees and expenses, such as witness and expert witness fees. The Arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1 -16 **(FAA)**; shall apply statutes of limitation; and shall honor claims of privilege recognized at law. The Arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the Arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the Arbitrator may award a party's reasonable attorneys' fees and expenses. At the timely request of any party, the Arbitrator shall provide a written explanation for the award. The Arbitrator's award may be filed with any court having jurisdiction.
- **H. Small Claims Tribunal:** All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute which cannot be adjudicated within the jurisdiction of a small claims tribunal shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration de novo, by a fresh review of the facts.
- **I. Governing Law:** Our agreement to arbitrate is made pursuant to the FAA, because the transaction evidenced by this Agreement may involve interstate commerce. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then this agreement to arbitrate shall be governed by the arbitration law of the Commonwealth of Kentucky. This Section 9 does not apply (i) to "covered borrowers" as defined by the Military Lending Act and (ii) in other instances where prohibited by applicable law.
- **J. Binding Effect:** This arbitration provision is binding upon and benefits the parties to this Agreement and their respective heirs, successors and assigns. This arbitration provision continues in full force and effect, even if my obligations have been paid or discharged through bankruptcy. This arbitration provision survives any cancellation by prepayment, termination, amendment, expiration or performance of any transaction between the parties and continues in full force and effect unless the parties otherwise agree in writing. Republic may assign its rights to have disputes resolved by arbitration, either before the dispute arises or thereafter.

#### 10. CONSENT

By clicking "I ACCEPT" below, I certify that I have received a completed copy of this Agreement and further certify that I have read, understand and agree to all the terms and provisions set forth in the CONSENT FOR USE OF ELECTRONIC SIGNATURES AND RECORDS, this Agreement, the Republic's Privacy Notice, and the sheet entitled What You Need to Know Before Selecting a Refund Transfer, and acknowledge receiving an electronic copy of each of them. In addition, by clicking the "I ACCEPT" button below, I authorize Republic to automatically deduct the Total Tax Software and Related Fees (or any unpaid portion thereof) via ACH directly from my Bank Account in the event that my tax refund does not have sufficient funds to pay the amount listed under Total Tax Software and related Fees in Section 3 or the Total Tax Software and related Fees have not been paid in full by April 13, 2023 or 77 days after I submit this Agreement, whichever is later.

We don't share

We don't share

			Rev. 12/2020		
FACTS	WHAT DOES REPUBLIC BANCOR DO WITH YOUR PERSONAL INFO	•			
Why?	Financial companies choose how they share you consumers the right to limit some but not all shade we collect, share, and protect your personal influencestand what we do.	naring. Federal law also r	equires us to tell you how		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security number and payment history transaction history and credit history credit card or other debt and employment information  When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.				
How?	All financial companies need to share custome business. In the section below, we list the reas personal information; the reasons Republic Ba limit this sharing.	ons financial companies	can share their customers'		
Reasons we can	share your personal information	Does Republic Bancorp, Inc. share?	Can you limit this sharing?		
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No		
For our marketing purposes- to offer our products and services to you		Yes	No		
For joint marketing with other financial companies		No	We don't share		
	s' everyday business purposes- your transactions and experiences	No	We don't share		
For our affiliates' everyday business purposes-information about your creditworthiness		No	We don't share		

Questions?

For affiliates to market to you

For nonaffiliates to market to you

Call 1-888-584-3600 or go to www.republicbank.com

No

No

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Who we are	
Who is providing this notice?	The bank subsidiaries of Republic Bancorp, Inc. commonly known as Republic Bank.
What we do	
How does Republic Bancorp, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Republic	We collect your personal information, for example, when you
Bancorp, Inc. collect my personal information?	■ open an account or apply for a loan
personal information:	<ul> <li>use your credit or debit card or make deposits or withdrawals from your account</li> <li>provide employment information</li> </ul>
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all	Federal law gives you the right to limit only
sharing?	<ul> <li>sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> </ul>
	<ul> <li>sharing for nonaffiliates to market to you</li> </ul>
	State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Our affiliates include companies with a common corporate identity of Republic Bancorp, Inc.</li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	■ Republic Bancorp, Inc. does not share with nonaffiliates so they can market to you
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	■ Republic Bancorp, Inc. doesn't jointly market.

#### Other important information

For California residents only: In accordance with California law, we will not share information we collect about California residents with nonaffiliated third parties except as permitted by law, such as with the consent of the customer, to service the customer's accounts, or to fulfill rewards or benefits. We will also limit the sharing of information about you with our affiliates to the extent required by applicable California law.

## **Vermont Residents:**

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be found at www.republicbank.com or call 1-888-584-3600.

**North Dakota Residents:** We will not share information we collect about you with non-affiliated third parties, except as permitted by law, such as to process your transactions or to maintain your account.