

# Get It

affordable financial solutions

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## Important Information About Your Settlement Product and Get It Prepaid MasterCard® Card Account

This document contains important additional information and provisions to your Application for Refund Loan, or to your Application for Refund Deposit, depending on your selections.

**Obtaining Your Card:** The USA PATRIOT Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens 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 reasonably identify you. We may also ask to see your driver's license or other identifying documents at any time.

**Thank you for choosing  
Get It.**

**Get It creates affordable  
alternatives to check  
cashers, payday lenders  
and banks.**

**For more information  
about your Get It  
opportunities, you can go  
to [www.thebluehand.com](http://www.thebluehand.com).**

**This booklet contains important information that will help you understand your Refund Loan or Refund Deposit product. Whether you have chosen to receive your refund on a check or a Get It Prepaid MasterCard®, a bank account has been set up in your name. This bank account can be used throughout the year and will remain open for depositing your refund next year.**

There are six sections in this booklet.

**Section 1: Definitions** **page 1**

This section contains the definitions for the terms used in the agreement.

**Section 2: Charges** **page 3**

This section explains that there may be charges against your tax refund.

**Section 3: Personal Information** **page 4**

This section explains that some of your personal information may be shared, as you have authorized.

**Section 4: Accuracy** **page 5**

This section confirms that the information you have submitted is accurate.

**Section 5: Disputes** **page 6**

This section explains the process for handling any disputes you may have.

**Section 6: Privacy** **page 12**

This section explains your financial privacy rights.

## *Application for Refund Loan/Refund Deposit - Additional Terms*

If you chose to apply for a Refund Loan/Refund Deposit, the following terms apply as indicated in your Application.

**1. Definitions.** For the purposes of this Application for Refund Loan/Refund Deposit (the “Application”), the following definitions shall apply.

**a)** “Bank” shall mean CheckSpring Bank and its parents, subsidiaries, affiliates, or predecessors, successors, assigns, and the franchisees of any of them, and each of their officers, directors, agents, and employees.

**b)** “ADVENT” shall mean ADVENT Financial Services, L.L.C. and its parents, subsidiaries, affiliates, predecessors, successors, assigns, and the franchisees of any of them, and each of their officers, directors, agents, and employees.

**c)** “NTS” shall mean NTS Services Corporation and its parents, subsidiaries, affiliates, predecessors, successors, assigns, and the franchisees of any of them, and each of their officers, directors, agents, and employees.

**d)** The “Get It Account” or “Card Account” shall mean a Get It Prepaid MasterCard® issued by The Bancorp Bank. The Get It Prepaid MasterCard is issued by The Bancorp Bank pursuant to license from MasterCard International Incorporated. The Bancorp Bank, member FDIC. MasterCard is a registered trademark of MasterCard International Incorporated.

**e)** “Refund Loan” shall mean the loan that you receive based upon your anticipated income tax refund.

**f)** “Refund Deposit” shall mean a direct deposit of your income tax refund with tax preparation and other fees deducted.

**g)** “Information” means your 2009 federal and state income tax returns, any information obtained in connection with your tax return (including information relating to a possible offset of your tax refund or the possibility that your return

is incorrect), and any information relating to the Application for your Refund Loan/Refund Deposit or similar financial service you have received or requested from the Bank and/or ADVENT.

**h)** “Authorized Parties” means ADVENT, the Bank, NTS, and/or their respective affiliates and agents.

**i)** “You” or “your” means or refers to the applicant (and joint applicant, if applicable).

## **2. IMPORTANT INFORMATION FOR COVERED**

**BORROWERS.** Federal law provides important protections to regular or reserve members of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, and their dependents. Members of the Armed Forces and their dependents may be able to obtain financial assistance from Army Emergency Relief, Navy and Marine Corps Relief, the Air Force Aid Society, or Coast Guard Mutual Aid. Members of the Armed Forces and their dependents may request free legal advice regarding an application for credit from a service legal assistance office or financial counseling from a consumer credit counselor.

**3. Applicable Law.** This Application and all the other documents executed in connection with this Application or my Refund Loan or Refund Deposit (collectively “Documents”) shall be governed and construed, interpreted, and enforced in accordance with federal law and, to the extent state law applies, the law of the State of Delaware (without reference to conflict of law principles).

## **4. Deposit Authorization.**

**a)** After you sign this Application, your tax return will be electronically filed, and your Application will be transmitted to the Bank. You will sign or authorize an IRS Transmittal Form 8879 or IRS e-file signature authorization (“Deposit

Authorization”) as part of the Application and electronic tax filing. The Deposit Authorization and the Application provide an irrevocable agreement by you to have your refund disbursed to the Get It Account or by paper check.

**b)** If you apply for a Refund Loan and the Application is denied or cancelled and no Refund Loan is issued, your tax refunds will be deposited into the Get It Account pursuant to this Application and the Cardholder Agreement governing the Get It Account, or proceeds will be delivered to you by paper check, depending on the selections you have made regarding disbursement of your Refund Loan or Refund Deposit.

**c)** If for any reason, any part of the anticipated tax refund is disallowed or offset by the IRS, or if you should receive a refund check in the mail, you will advise the Bank immediately and promptly pay the Bank any amounts owed with respect to the Refund Loan or Refund Deposit.

**5. Disbursement of Proceeds and Charges.** Depending on the selections you have made regarding disbursement of your Refund Loan or Refund Deposit, one of the following will apply.

**a)** If so requested by you, a Get It Account will be issued for the receipt of your tax refunds, for purposes of repaying your Refund Loan and other amounts described in these documents, and you agree to the terms of your Get It Account Cardholder Agreement as provided in the fulfillment of your selection. Upon receipt of any tax refund deposited in your Get It Account, you authorize the Bank and/or ADVENT to deduct from your Get It Account any amounts due and owing to the Bank and/or ADVENT, including but not limited to the amount to repay the Refund Loan and any applicable tax preparation fees collected on behalf of your Tax Preparer.

**b)** If so requested by you, the proceeds of your Refund Loan will be provided to you in the form of a paper check,

which will be available at the location where your tax return was prepared and filed. Depending on selections you have made, additional tax refund proceeds may be received in subsequent checks. You authorize the Bank and/or ADVENT to deduct any amounts due and owing to the Bank and/or ADVENT, including but not limited to any applicable tax preparation fees collected on behalf of your Tax Preparer.

#### **6. Disclosure Information.**

**a)** The Authorized Parties may share Information to determine whether to provide a Refund Loan or Refund Deposit to an Applicant or Joint Applicant, to prevent fraud, and to otherwise administer or promote the program. The Authorized Parties will not contact other financial institutions to collect any of your past-due debts, but the Authorized Parties may refer your account to a collection agency in the event that you fail to pay the amounts described in the Documents.

**b)** The Authorized Parties may disclose Information to the IRS, state tax agencies, and/or other financial institutions as allowed by law.

**c)** The Authorized Parties may call, or input your Information on any website of the IRS or state tax agencies, in connection with the Application to, among other things, determine the status of your tax return. The IRS and State Tax Agencies may disclose information about you and your tax returns to the Authorized Parties.

**d)** The Authorized Parties may not use or disclose Information for any purpose except as permitted under Treasury Regulation Section 301.7216-2 or as provided in this Application.

**7. Survival.** The provisions of this Application shall survive the execution of the Truth in Lending Disclosure and Loan Agreement and the disbursement of funds.

**8. Miscellaneous.** (a) References to “you” and “your” in the Documents shall refer individually to each applicant for a Refund Loan and to both applicants; these terms may also include a Joint Filer as provided in Section 10. The obligations of the Applicant and Joint Applicant under the Documents will be joint and several. The filing of an injured spouse form shall not relieve either applicant of any such obligations under the Documents; (b) Except where specifically described in Section 10, if any provision of the Documents or part thereof is deemed invalid, such invalidity will not affect any other provision of the Documents or part thereof; (c) The Bank, NTS, and/or ADVENT may obtain a consumer report on you, and other information from third parties, in connection with evaluating the Application, likelihood of receiving the refund, or collecting or reviewing the Refund Loan; (d) The Bank may assign all or a portion of any rights or obligations relating to a Refund Loan to a third party, to ADVENT, or to an affiliate of the Bank, without notice to you or your consent; (e) Supervisory personnel of the Bank, NTS, or ADVENT, or their agents may listen to and record your telephone calls concerning your Refund Loan or Refund Deposit; (f) You agree that you may send any notices and billing statements to the address of the primary applicant and not the address of the joint applicant if such address is different; (g) You agree that The Bank may transfer, sell, participate, or assign all or a portion of my Refund Loan and its rights, duties, and obligations relating to your Refund Loan, to third parties without notice to you or your consent; (h) ADVENT and other parties may receive a portion of the fees associated with your Refund Loan or Refund Deposit.

**9. Certification.** You certify that the following information is true with respect to the Refund Loan or Refund Deposit you have requested in this application: (a) you do not owe any tax due and/or any tax liens from prior tax years, nor have

you previously filed a 2009 federal income tax return; (b) you do not have any delinquent child support alimony payments, student loans, VA loans, or other federally sponsored loans; (c) you do not have presently have a petition (whether voluntary or involuntary) filed and you do not anticipate filing a petition under federal bankruptcy laws; (d) you have not had a Refund Anticipation Loan with any lender from a prior year that has been discharged in bankruptcy.

**10. Joint Filers.** (a) A Joint Filer will have no personal liability for a Refund Loan that may be made in connection with this Application. A Joint Filer, however, agrees that the Applicant may rely on the refund in connection with a jointly filed tax return in applying for a Refund Loan and that the refund of such jointly filed tax return may be used to repay a Refund Loan provided to the Applicant or as otherwise provided in this Application. (b) A Joint Filer hereby agrees to be bound by Section 4 (Deposit Authorization), Section 6 (Disclosure of Information), the Arbitration Agreement, Section 7 (Survival), Section 8 (Miscellaneous), and hereby makes the certification in Section 9 (Certification), and the terms “you” and “your” in those Sections shall include a Joint Filer as well as an Applicant or Joint Applicant. (c) In the event a joint tax return filer elects not to apply for a Refund Loan, any Refund Loan proceeds will be issued solely in the name of the Applicant. (d) The Bank in its sole discretion may at any time and from time to time, without the consent of or notice to Joint Filer and without impairing or releasing the obligations of Joint Filer: (i) exercise or refrain from exercising any rights against Applicant or others; (ii) consent to or waive any breach of or any act or omission by Applicant; and (iii) otherwise amend, modify, or supplement the terms of any loan provided to Applicant.

## **11. Arbitration Agreement**

Solely for the purposes of this Arbitration Agreement, the

term “THE BANK” shall include both: CheckSpring Bank and ADVENT Financial Services, LLC, and/or their parents, affiliates, and employees. This Arbitration Agreement does not apply to certain members of the military on active duty and their dependents known as Covered Borrowers as that term is defined in 32 C.F.R. § 232.3 and as further described above in the Covered Borrower Status Certification set forth in the Application for Refund Loan/Refund Deposit (the “Application”).

Any claim, dispute, or controversy between you and THE BANK, whether in contract or tort (intentional or otherwise), whether pre-existing, present, or future, and including constitutional, statutory, common law, regulatory, and equitable claims arising out of or in any way relating to: (a) any of these or any other Documents or any Refund Loan or Refund Deposit that you have previously requested or received from THE BANK; (b) advertisements, promotions, or oral or written statements related to this or any other Application for a Refund Loan or Refund Deposit that you have previously requested or received from THE BANK; or (c) the relationship between you and THE BANK relating to any of these or any other Documents or any Refund Loan or Refund Deposit that you have requested or received from THE BANK.

Except as provided below, the validity, enforceability, or scope of this Arbitration Provision or any part thereof, including but not limited to, the issue whether any particular claim, dispute, or controversy must be submitted to arbitration (collectively the “Claim”), shall be resolved, upon the election of either you or THE BANK by binding arbitration pursuant to this Arbitration Agreement and the applicable rules of the American Arbitration Association (“AAA”) that are in effect at the time the Claim is filed. The arbitrator must be a lawyer with more than ten (10) years of experience or

a retired or former judge. In the event of a conflict between this Arbitration Agreement and the rules of the Administrator, this Arbitration Agreement shall govern. In the event of a conflict between this Arbitration Agreement and the balance of the Application or any other Documents, this Arbitration Agreement shall govern. Notwithstanding any language in this Arbitration Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this Arbitration Agreement, including the Class Action Waiver defined below.

THE BANK hereby agrees not to invoke its right to arbitrate an individual Claim that you may bring in small claim court or an equivalent court, if any, so long as the Claim is pending only in that court.

You agree that, by acknowledging receipt of this Agreement, you are waiving any right to participate (either as a class representative or a class member) in a class action, a private attorney general action (or like proceeding), or any suit or claim where multiple claims purportedly are joined or consolidated. The validity and effect of the preceding sentence (the "Class Action Waiver Provision") shall be determined exclusively by a court and not by the Administrator or any arbitrator. Neither the Administrator nor any arbitrator shall have the power or authority to waive, modify, or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy, and arbitration decision or otherwise, shall be valid and enforceable. If this Class Action Waiver Provision is deemed invalid or unenforceable, such decision shall serve to invalidate this entire Arbitration Provision, and in such case the exclusive jurisdiction for a class action or mass action claim shall be in a court of competent jurisdiction.

Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. On any Claim you file, you will pay the first \$50.00 of the filing fee. At your request, THE BANK will pay the remainder of the filing fee and any administrative or hearing fees charged by the Administrator, up to \$1,500.00 on any Claim asserted by you in the arbitration. If you should be required to pay any additional fees to the Administrator, THE BANK will consider a request by you to pay all or part of the additional fees; however, THE BANK shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award in your favor, THE BANK will reimburse you for any additional fees paid or owed by you to the Administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. If the arbitrator issues an award in THE BANK's favor, you will not be required to reimburse THE BANK for any fees THE BANK has previously paid to the Administrator or for which THE BANK is responsible.

This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). The arbitrator shall follow and apply applicable substantive law to the extent consistent with the FAA, statutes of limitation and claims of privilege and shall be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages, declaratory, injunctive and other equitable relief and attorneys' fees and costs. Upon request of either party, the arbitrator shall prepare a short reasoned written opinion supporting the arbitration award. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator's award will be final and binding except for: (a) any

appeal right under the FAA; and (b) any appeal of Claims involving more than \$100,000. For such Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo (i.e., in its entirety) any aspect or all aspects of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's Costs (i.e., the amounts owed to the Administrator and the arbitrators), regardless of its outcome. THE BANK, however, will consider in good faith any reasonable request for THE BANK to bear up to the full costs of the appeal. Nothing in this Arbitration Agreement shall be construed to prevent THE BANK use of offset or other contractual rights involving payment of my income tax refund or other amount on deposit with THE BANK to pay off any Refund Loan, Refund Check, or similar financial service, or other fees, now or thereafter owed by you to THE BANK or any other Refund Loan lender or third party pursuant to the Documents or similar prior documents, and nothing in this Arbitration Agreement shall be construed to prevent you from going to court to enjoin THE BANK from exercising such offset or other contractual rights.

YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT YOU PREFER TO RESOLVE ANY SUCH CLAIMS THROUGH ARBITRATION AND HEREBY KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHTS TO LITIGATE SUCH CLAIMS IN COURT BEFORE A JUDGE OR JURY. UPON ELECTION OF ARBITRATION BY THE BANK OR BY YOU, YOU ACKNOWLEDGE THAT YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR AS PART OF A PRIVATE ATTORNEY GENERAL ACTION PERTAINING TO ANY CLAIM

SUBJECT TO ARBITRATION, EVEN IF SUCH CLASS ACTION OR ACTION IS PENDING ON THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION.

This Arbitration Agreement shall supersede all prior Arbitration Agreements contained in any previous Refund Loan or Refund Check application or related agreement and shall survive repayment of any Refund Loan or Refund Check and termination of my account; provided, however, that if you reject this Arbitration Agreement as set below, any prior Arbitration Agreements shall remain in full force and effect. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Agreement. However, as set forth above, if a determination is made that the Class Action Waiver Provision is unenforceable, this Arbitration Agreement (other than this sentence) and any prior Arbitration Agreement shall be null and void.

To reject this Arbitration Agreement, you must send to CheckSpring Bank at 69 East 167th Street, Bronx, NY 10452, a signed writing (“Rejection Notice”) that is received within thirty (30) days after the date you sign this Application. The Rejection Notice must identify the transaction involved and must include your name, address, and social security number and must be signed by all persons signing this Application as Applicant(s). You may send the Rejection Notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to reject the Arbitration Agreement. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf.

Contacting the Arbitration Administrator

If you have a question about the arbitration Administrator mentioned in this Arbitration Provision or if you would like

to obtain a copy of its arbitration rules, you can contact the Administrator as follows: American Arbitration Association, 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org).

## **12. CheckSpring Bank Privacy Policy for Customers**

### **NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS**

We, our, and us, when used in this notice mean CheckSpring Bank.

This is our privacy notice for our customers. When we use the words “you” and “your” we mean the following types of customers.

Our consumer customers who have a continuing relationship by purchasing or holding financial products or services such as a:

Deposit account

Loan account

We will tell you the sources of the information we collect about you.

We will tell you what measures we take to secure that information.

We first define some terms.

Nonpublic personal information means information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or government records. Hereafter, we will use the term “information” to mean nonpublic personal information as defined in this section.

An affiliate is a company we own or control, a company that owns or controls us, or a company that is owned or

controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

A nonaffiliated third party is a person we do not employ or a company that is not an affiliate of ours. This is also known as nonaffiliated third party, or simply, an “other party.”

## THE INFORMATION WE COLLECT

We collect information about you from the following sources:

- Information you give us on applications or other forms
- Information about your transactions with us.
- Information about your transactions with other parties
- Information from a consumer reporting agency
- Information we receive as a result of verifying customer information

## THE INFORMATION WE DISCLOSE ABOUT YOU

We do Not disclose any information about you to anyone, except as permitted by law.

Examples of this might include disclosures necessary to service your account or prevent unauthorized transactions.

## THE CONFIDENTIALITY, SECURITY AND INTEGRITY OF YOUR INFORMATION

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

## INFORMATION ABOUT FORMER CUSTOMERS

We do not disclose information about former customers, except as permitted by law.

## PROVIDING PRIVACY INFORMATION TO CUSTOMERS AND RESPONDING TO INQUIRIES

CheckSpring Bank recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. As a result of our commitment, we have developed these Privacy Principles, which are made readily available to our customers. Customers who have questions about these Privacy Principles or have a question about the privacy of their customer information should call CheckSpring Bank at (718) 879-5000 or e-mail at [customerservice@checkspring.com](mailto:customerservice@checkspring.com) This e-mail address is being protected from spam bots, you need JavaScript enabled to view it

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affordable financial solutions