

**Santa Barbara Tax Products Group, LLC**

**and Civista Bank Refund Processing Agreement ("Agreement")**

Name \_\_\_\_\_  
Social Security No. \_\_\_\_\_

This Agreement contains important terms, conditions and disclosures about the processing of your refund (the "Refund Processing Service") by Santa Barbara Tax Products Group, LLC ("Processor"), a third party processor using banking services of Civista Bank ("Bank"). Read this Agreement carefully before accepting its terms and conditions, and print a copy and/or retain this information electronically for future reference. As used in this Agreement, the words "you" and "your" refer to the applicant or both the applicant and joint applicant if the 2017 federal income tax return is a joint return (individually and collectively, "Applicant"). The words "we," "us" and "our" refer to Bank and Processor.

1. **NOTICE:** No Requirement To Use the Refund Processing Service In Order To File Electronically. THE REFUND PROCESSING SERVICE IS A FREE OPTION INCLUDED WITH YOUR PURCHASE OF EITHER TURBOTAX PREMIUM SERVICES OR TURBOTAX MAX. YOU ARE NOT REQUIRED TO USE THE REFUND PROCESSING SERVICE. IF YOU USE THE REFUND PROCESSING SERVICE, YOU CAN EXPECT TO RECEIVE THE PROCEEDS FROM YOUR FEDERAL TAX REFUND WITHIN 21 DAYS FROM WHEN THE INTERNAL REVENUE SERVICE ("IRS") ACCEPTS YOUR RETURN UNLESS THERE ARE PROCESSING DELAYS BY THE IRS (OR UNLESS YOUR RETURN CONTAINS EARNED INCOME TAX CREDIT OR ADDITIONAL CHILD TAX CREDIT, IN WHICH CASE THE IRS WILL ISSUE YOUR REFUND NO EARLIER THAN FEBRUARY 15, 2018). THE REFUND PROCESSING SERVICE WILL NEITHER SPEED UP NOR DELAY YOUR FEDERAL TAX REFUND. THE COST OF PREPARING YOUR TAX RETURN IS NOT ANY MORE OR LESS IF YOU RECEIVE THE REFUND PROCESSING SERVICE.

2. Authorization to Release Personal Information. You authorize the IRS to disclose any information to Bank and Processor related to the funding of your 2017 federal tax refund. You also authorize Intuit, as the transmitter of your electronically filed tax return, to disclose your tax return and contact information to Bank and Processor for use in connection with the refund processing services being provided pursuant to this Agreement and Bank and Processor to share your information with Intuit. None of Intuit, Bank or Processor will disclose or use your tax return information for any other purpose, except as permitted by law. Bank and Processor will not use your tax information or contact information for any marketing purpose. Please see the Privacy Policy at the end of this Agreement describing how Bank may use or share your personal information.

3. Summary of Terms

Expected Federal Refund . . . . .	\$ _____
Less TurboTax Premium Services or TurboTax MAX Fees . . . . .	\$ _____
Less TurboTax Fees . . . . .	\$ _____
Less Fees for Additional Products and Services Purchased . . . . .	\$ _____
<b>Expected Proceeds*</b> . . . . .	\$ _____

\* These charges are itemized. This is only an estimate. The amount will be reduced by any applicable sales taxes, and if applicable, a Return Item Fee and an Account Research and Processing Fee paid to Processor as set forth in Sections 4, 6 and 7 below.

4. Temporary Deposit Account Authorization. You hereby authorize Bank to establish a temporary deposit account ("Deposit Account") for the purpose of receiving your tax year 2017 federal tax refund from the IRS. Bank or Processor must receive an acknowledgement from the IRS that your return has been electronically filed and accepted for processing before the Deposit Account can be opened. You authorize Processor to deduct from your Deposit Account the following amounts: (i) the fees for TurboTax Premium Services or TurboTax MAX; (ii) the fees and charges related to the preparation, processing and transmission of your tax return ("TurboTax Fees"); and (iii) fees for Additional Products and Services Purchased plus applicable taxes. You also authorize Bank to deduct twenty dollars (\$20.00) as a returned item processing fee (the "Return Item Fee") from your Deposit Account for the additional processing required in the event that your deposit is returned or cannot be delivered as directed in Section 7 below. A fee of \$25.00 (the "Account Research and Processing Fee") may be charged if we are required to provide additional processing to return the funds to the IRS. These fees will be deducted from the Deposit Account and will be retained by Processor. You authorize Bank and Processor to disburse the balance of the Deposit Account to you after making all authorized deductions or payments. If the Deposit Account does not have sufficient funds to pay the TurboTax Fees, fees for TurboTax Premium Services or TurboTax MAX, and the fees for Additional Products and Services Purchased as set forth in Section 3, (a) you authorize Bank and/or Processor to automatically deduct such fees (or any portion thereof) via ACH, electronic check, or wire transfer directly from the account into which you authorized Bank to deposit your Expected Proceeds as set forth in Section 7, and (b) if you made alternative arrangements with TurboTax for payment of such fees, those arrangements will be attempted prior to any automatic deduction.

5. Acknowledgements. (a) You understand that: (i) neither Bank nor Processor can guarantee the amount of your tax year 2017 federal tax refund or the date it will be issued, and (ii) neither Bank nor Processor is affiliated with the transmitter of the tax return (Intuit) and neither warrants the accuracy of the software used to prepare the tax return. (b) You agree that Intuit is not acting as your agent and is not under any fiduciary duty with respect to the processing of your refund by Bank and Processor. (c) Your refund may be held or returned to the IRS if it is suspected of fraud or identity theft.

6. Truth in Savings Disclosure. The Deposit Account is being opened for the purpose of receiving your (or both spouses if this is a jointly filed return) tax year 2017 federal tax refund. Processor and Bank will deduct from the Deposit Account the fees set forth in Section 3. No other deposits may be made to the Deposit Account. No withdrawals will be allowed from the Deposit Account except to collect the fees stated in this Section, Section 3, Section 7, and as provided in Section 4. No interest is payable on the deposit; thus, the annual percentage yield and interest rate are 0%. The Deposit Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you. We will also charge a Return Item Fee of \$20.00 if the refund cannot be delivered as directed in Section 7 of this Agreement. A \$25.00 Account Research and Processing Fee may be charged if we are required to provide additional processing to return the funds to the IRS. These fees will be deducted from the Deposit Account and will be retained by Processor. Questions or concerns about the Deposit Account should be directed to Santa Barbara Tax Products Group, LLC, 11085 North Torrey Pines Road, Suite 210, La Jolla, CA 92037 or via the Internet at <http://sbtpg.com>.

7. Disbursement Methods: You agree that the disbursement method selected below will be used by Bank and Processor to disburse funds to you.

a)  Direct Deposit to Turbo(SM) Prepaid Visa(R) Card: If you choose this option, you authorize and request Processor to transfer the balance of your Deposit Account to Green Dot Bank, which issues the Turbo(SM) Prepaid Visa Card ("Card") you have obtained or are obtaining, so that Green Dot Bank may deposit the balance of your refund into your Card account. **Additional fees may be charged for the use of the Card. Please review the cardholder agreement associated with the use of your prepaid debit card provided by the participating financial institution to learn of other fees, charges, terms and conditions that will apply. Neither Bank nor Processor will be responsible for your funds once they have been deposited with Green Dot Bank.**

b)  Direct Deposit to Checking or Savings Account: If you choose this option, the balance of your Deposit Account will be disbursed to you electronically by ACH direct deposit to your personal bank account designated below. If a joint return is filed, the bank account may be a joint account or the individual account of either spouse.

**DIRECT DEPOSIT ACCOUNT TYPE:**

- Checking
- Savings

RTN # . . . . . \_\_\_\_\_  
Account # . . . . . \_\_\_\_\_

**Note: To ensure that there are no delays in receiving your refund, please contact your financial institution to confirm that you are using the correct RTN (routing) and account number.** If you or your representative enter your account information incorrectly and your deposit is returned to Bank, the Deposit Account balance minus a \$20.00 Return Item Fee will be disbursed to you via a cashier's check mailed to your physical address of record. Bank, Processor and Intuit are **not** responsible for the misapplication of a direct deposit that results from error, negligence or malfeasance on the part of you or your representative. In cases where Bank has received your federal tax refund but is unable to deliver the funds directly to you, funds may be held at Bank until claimed, or returned to the IRS. An Account Research and Processing Fee of \$25.00 may be charged if we are required to provide additional processing to return the funds to the IRS. Return Item and Account Research and Processing Fees will not exceed \$45.00 in the aggregate, and will be deducted from the Deposit Account for federal tax refunds that continue to be undeliverable and unclaimed and must be returned to the IRS. These fees will be retained by Processor. Due to the risk of fraudulent diversion of tax refunds, we will not process any address or account changes. If we become aware that your address or checking or savings account has changed after you sign this Agreement but before your federal tax refund is received by us, upon receipt of your federal tax refund from the IRS we will return your tax refund to the IRS after deducting our Refund Processing Fee, TurboTax Fees and other applicable fees. We will do our best to escalate the return of your federal tax refund to the IRS and you will need to work with the IRS directly for disbursement.

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You must notify Bank in writing 3 business days prior to the account being debited to revoke the authorization for applicable fees agreed to in Section 4, and to afford Bank a reasonable opportunity to act on your request. You may notify us in writing at: Civista Bank, c/o Santa Barbara Tax Products Group, LLC, 11085 North Torrey Pines Road, Suite 210, La Jolla, California 92037.

8. **FEDERAL ELECTRONIC FUND TRANSFER ACT DISCLOSURES:** In case of errors or questions about electronic transfers to or from the Deposit Account, write to Santa Barbara Tax Products Group, LLC, 11085 North Torrey Pines Road, Suite 210, La Jolla, California 92037 or telephone (877) 908-7228 and provide your name, a description or explanation of the error, and the dollar amount of the suspected error. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Deposit Account. For errors involving transfers of funds to or from the Deposit Account within 30 days after the first deposit to the Deposit Account was made, (i) we may take up to 90 days to investigate your complaint or question, and (ii) we may take up to 20 business days to credit your Deposit Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Business Days:** Our business days are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission; or
- As explained in the Privacy Policy following this Agreement.

**Our Liability:** If we do not complete a transfer to your account on time or in the correct amount according to this Agreement, Bank or Processor may be liable for your losses or damages. In addition to all other limitations of liability set forth in this Agreement, we will not be liable to you if, among other things:

- Circumstances beyond our control (natural disasters, such as fire or flood) prevent the transfer, despite reasonable precautions that have been taken.
- The funds in your account are subject to legal process or other claim restricting such transfer.
- You or your representative provide us with inaccurate information.

9. **Governing Law.** The enforcement and interpretation of this Agreement and the transactions contemplated herein shall be governed by the laws of the United States, including the Electronic Signatures in Global and National Commerce Act, and, to the extent state law applies, the substantive law of Ohio.

10. Arbitration Provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. You agree that any and all disputes which in any way arise out of or relate to this Agreement, shall be resolved solely by binding arbitration before the American Arbitration Association ("AAA") before a single arbitrator in arbitration commenced as close as possible to where you reside. Any and all disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the dispute. Each party to any such arbitration shall bear its own separate costs and expenses of the arbitration and shall share equally in the charges of the AAA, including the fee of the arbitrator. However, if you are unable to pay any fee of the AAA or the arbitrator, we agree to pay those fees for you. By agreeing to arbitration, you and we are waiving our rights to file a lawsuit and proceed in court and to have a jury trial to resolve disputes. The word "disputes" is given its broadest possible meaning, and includes all claims; disputes or controversies, including without limitation any claim or attempt to set aside this arbitration provision. You may choose to opt-out of this arbitration provision but only by following the process set forth below. If you do not wish to be subject to this arbitration provision, then you must notify us in writing within sixty (60) calendar days of the date of this Agreement at the following address: Santa Barbara Tax Products Group, LLC, 11085 North Torrey Pines Road, Suite 210, La Jolla, CA 92037, Attn. Arbitration Opt-Out. Your written notice must include your name, address, Social Security Number, the date of this Agreement, and a statement that you wish to opt out of the arbitration provision. If you choose to opt out, then your choice will apply only to this Agreement.

11. Customer Identity Validation Disclosure: To help Bank, Processor and the government identify and fight tax refund fraud, as well as fight the funding of terrorism and money laundering activities, Bank and Processor obtain, verify, and record information that identifies each Refund Processing Service client. What this means for you: When you apply to use the Refund Processing Service for the purpose of receiving your federal tax refund, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents if we need to perform additional due diligence on your account.

#### **YOUR AGREEMENT**

Bank and Processor agree to all of the terms of this Agreement. By selecting the "I Agree" button in TurboTax: (i) You authorize Bank to receive your 2017 federal tax refund from the IRS and Processor to make the deductions from your refund described in the Agreement, (ii) You agree to receive all communications electronically in accordance with the "Communications" section of the Tax Year 2017 TurboTaxfi User Agreement, (iii) You consent to the release of your 2017 federal tax refund deposit information and application information as described in Section 2 of this Agreement; and (iv) You acknowledge that you have reviewed, and agree to be bound by, the Agreement's terms and conditions. If this is a joint return, selecting "I Agree" indicates that both spouses agree to be bound by the terms and conditions of the Agreement.

**Civista Bank's Privacy Policy**

<b>FACTS</b> What does Civista Bank do with your personal information?		
<b>Why?</b>	Financial Companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information that we collect and share depend on the product or service you have with us. This can include:</p> <ul style="list-style-type: none"> <li>● Social Security number and account balances</li> <li>● payment history and transaction history</li> <li>● overdraft history and account transactions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All Financial Companies need to share customers' personal information to run their everyday business. In the section below we list the reasons financial companies can share their customers' personal information; the reasons Civista Bank chooses to share and whether you can limit the sharing.	
Reasons we can share your personal information	Does Civista Bank Share?	Can you limit this sharing?
For our everyday business purposes such as to process your transaction, 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.	No	We don't share
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences.	No	We don't share
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For non affiliates to market to you.	No	We don't share
<b>Questions?</b>	Toll Free: 800-901-6663 or go to <span style="background-color: black; color: black;">[REDACTED]</span>	

<b>Who we are</b>	
Who is providing this notice?	Civista Bank
<b>What we do</b>	
How does Civista Bank 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 Civista collect my personal information?	We collect personal information about you when you apply for a tax related product. This includes information in your application, 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 similar providers, such as payment histories, balances due, and tax information. We may also collect information concerning your credit history from a consumer reporting agency.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>● Sharing for affiliates everyday business purposes — information about your creditworthiness,</li> <li>● Affiliates from using your information to market to you,</li> <li>● Sharing for non affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● Civista Bank does not share with our affiliates.</li> </ul>
Non affiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● Civista Bank does not share with non affiliates so they can market to you.</li> </ul>
Joint Marketing	<p>A formal joint marketing agreement between non affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● Civista Bank does not jointly market</li> </ul>
<b>Other Important Information</b>	
This Notice is adopted in recognition of our obligations under Title V of Gramm-Leach Bliley Act of 1999.	
This Notice applies only to individuals who have applied for a tax-related bank product.	