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**H&R BLOCK PAY WITH REFUND®
 DISCLOSURES AND AGREEMENT**

H&R Block offers two ways to use your refund to pay your tax preparation fees (“Tax Prep Fees”) as part of its Pay with Refund® Service, so you do not have to pay out of pocket.

	Standard (Manual)	Electronic (Automated) e-PWR® Service
Features	Pay your Tax Prep Fees once your Tax Payments have arrived. The Taxing Authorities will send you your refund cheque c/o H&R Block.	Your Tax Payments will be deposited directly to your H&R Block Advantage Prepaid Mastercard® (Advantage Card) issued by Peoples. Your Tax Prep Fees are automatically collected once your Tax Payments are deposited to the Advantage Card.
Value	No payment up front. Your Tax Prep Fees are payable when your refund cheque arrives at H&R Block from the Taxing Authorities.	No payment up front. Let your Tax Payments pay for your Tax Prep Fees, automatically.
When Will I Get My Refund ?	Up to 8 weeks after H&R Block receives your refund cheque which usually takes 7-14 days after e-filing your return, and 4-16 weeks if paper-filed. You must return to the H&R Block office and pay your Tax Prep Fees to collect your refund cheque.	Immediately when your Tax Payments are deposited into your Advantage Card. This usually takes 7-14 days after e-filing your return, and 4-16 weeks if paper-filed.
How Do I Get My Refund ?	H&R Block contacts you once the office receives your refund cheque for processing. You must return to your H&R Block office to collect your refund cheque, at which point your Tax Prep Fees are due and payable.	No need to come back to an H&R Block office or do anything else. Your Tax Prep Fees are paid automatically from your Advantage Card when the Tax Payments are applied. You will see the deduction of the Tax Prep Fees on the same day as your Tax Payments are deposited to your Advantage Card.
Program Fees	This service comes at no cost to you, in addition to your Tax Prep Fee.	H&R Block’s program fee for this service is \$19.95, in addition to your Tax Prep Fee.

If you use H&R Block’s Pay with Refund Service, your Tax Prep Fees are not due and payable until H&R Block’s services are complete, which will be when your Tax Payments are delivered to you. You can apply to use H&R Block’s e-PWR Service, which lets you arrange to automatically pay your Tax Prep Fees and other amounts owing to H&R Block from your Tax Payments sent to the H&R Block Advantage Prepaid Mastercard® (Advantage Card) issued by Peoples Trust Company. If you qualify, your use of the e-PWR Service is governed by the attached H&R Block e-PWR Service Terms and Conditions, and all capitalized terms have the meanings given to them in the Terms and Conditions. **BY SIGNING THIS FORM**, you acknowledge that you received, reviewed, understand, and agree to the attached H&R Block e-PWR Service Terms and Conditions. You can also view the up-to-date Terms and Conditions at www.hrblock.ca at any time.

YOU ACKNOWLEDGE YOU CAN RECEIVE YOUR TAX REFUND IN APPROXIMATELY THE SAME AMOUNT OF TIME WITH A DIRECT DEPOSIT OF YOUR REFUND BY THE CRA/RQ INTO YOUR OWN SEPARATE BANK ACCOUNT, WITHOUT OBTAINING THE E-PWR SERVICE OR PAYING ANY ACCOUNT, PROGRAM, OR SERVICE FEES. YOU CAN ALSO PAY YOUR TAX PREP FEES FROM YOUR REFUND CHEQUE, WHEN IT IS RECEIVED, BY SIGNING UP FOR H&R BLOCK’S STANDARD PAY WITH REFUND® SERVICE, FOR



H&R BLOCK e-PWR® SERVICE TERMS AND CONDITIONS

This is an Agreement between H&R Block and you, and contains the terms and conditions governing your use of the H&R Block e-PWR Service. All capitalized terms are defined in Part V – Glossary, and the rules of interpretation in Part V – Glossary also apply.

PART I – YOUR ADVANTAGE CARD

- 1) **Advantage Card.** The e-PWR Service lets you arrange to automatically pay your Tax Prep Fees and other amounts owing to H&R Block from Tax Payments deposited into the H&R Block Advantage Prepaid Mastercard® (“Advantage Card”) issued by Peoples Trust Company. The Advantage Card is issued by Peoples, and governed by the terms and conditions of your Cardholder Agreement with Peoples (“Cardholder Agreement”). Peoples is solely responsible for the provision of the Advantage Card, including a direct deposit number, in accordance with the terms of the Cardholder Agreement. There are fees and charges applicable in connection with the Advantage Card, which are disclosed to you in the Cardholder Agreement. Please refer to the Cardholder Agreement for details. Fees may be collected from the Advantage Card and H&R Block may receive a portion of these fees and charges. H&R Block is not acting as agent, contractor, service provider, or otherwise on behalf of Peoples in connection with the Advantage Card. H&R Block has no responsibility to you for the Advantage Card except as set out in this Agreement, and you agree not to make any claim against H&R Block for any matter in connection with the Advantage Card or Cardholder Agreement. Conversely, Peoples is not involved with the provision of any tax services to you by H&R Block, and you agree not to make any claim against Peoples for any matter in connection with H&R Block tax services. You will provide prior notice to H&R Block, or notice as soon as practicable, in the event of any change to your Advantage Card or direct deposit number affecting the e-PWR Service, including if the Advantage Card is restricted, closed or terminated, or otherwise unavailable for use for any reason in accordance with this Agreement. For issues or inquiries, including complaints, regarding your Advantage Card, please contact help@mycardholdersupport.com or 1-855-342-6924.
- 2) **Registering your Advantage Card.** You authorize H&R Block to update and change your bank account information at any time in connection with the e-PWR Service with the Taxing Authorities to the extent necessary to direct the deposit of your Tax Payments into your Advantage Card. You agree to sign a direct deposit authorization for the applicable Taxing Authorities as part of this Agreement and your tax filing, and you understand that the direct deposit authorization and this Agreement provide an agreement to have your tax refunds and other Tax Payments disbursed by Taxing Authorities into your Advantage Card with Peoples.
- 3) **Other Options.** You have the option to file your tax returns electronically or via paper without obtaining the e-PWR Service. You can also arrange to pay your H&R Block Tax Prep Fees from your tax refund cheque when it is received by H&R Block, by signing up for H&R Block’s standard Pay With Refund® service, for which there is no account fee, program fee, or other similar charges.

PART II – COLLECTION OF FEES AND OTHER DEBTS

- 4) **H&R Block Fees and Other Debts.** You understand that the Tax Prep Fees are not due and payable until H&R Block’s services are complete, which will be when your Tax Payments are delivered to your Advantage Card. Once your Tax Payments or other amounts are deposited into your Advantage Card, you irrevocably authorize each of H&R Block, Peoples, and any other person acting on their behalf, to immediately debit the Advantage Card to collect any amounts necessary to pay the Tax Prep Fees and any other outstanding debt (“Other Debts”) you owe to H&R Block, including if you have outstanding H&R Block prior year tax preparation fee debt, H&R Block Instant Refund™ debt, or Standard Pay With Refund debt. The Taxing Authorities control the distribution of the various credit payments and the bank accounts they transfer funds to. If amounts other than the Tax Payments are deposited into the Advantage Card, these funds will also be used to pay outstanding Tax Prep Fees and Other Debts to H&R Block. All amounts collected from the Advantage Card for these purposes will be transferred and paid to H&R Block. You should determine whether you have any Other Debts prior to applying for e-PWR Service. You may obtain additional information on Other Debts by calling 1-800-HRBLOCK (472-5625). IF ANY PROVINCIAL LAW DOES NOT PERMIT THE REPAYMENT OF ANY OF THE OTHER DEBTS IN THE MANNER SET FORTH ABOVE, THE PROVISIONS OF THIS SECTION RELATING TO THOSE OTHER DEBTS SHALL NOT APPLY IN THOSE PROVINCES.
- 5) **Program Fees.** You agree to pay H&R Block the Program Fee, and authorize H&R Block, Peoples, and any other person acting on their behalf, to debit the Advantage Card to collect the amount of the Program Fee

and other fees and charges owing to H&R Block or Peoples in connection with your e-PWR Service from time to time when they are due. The amount and other details of the Program Fee are disclosed in the related disclosures and documents provided to you as part of this Agreement. All amounts collected from the Advantage Card for the Program Fee will be transferred and paid to H&R Block.

- 6) **Represent and Certify.** By entering into this Agreement, you represent and certify to H&R Block that the following is true:
- i) presently, you do not have a petition (whether voluntary or involuntary) filed and you do not anticipate filing a petition under bankruptcy laws;
 - ii) you have not had a debt with H&R Block that has been discharged in bankruptcy; and
 - iii) you are the individual named on the signing page for this Agreement and the Peoples Cardholder Agreement.
- 7) **Unpaid Amounts.** If the amount paid by the Taxing Authorities or otherwise on deposit in the Advantage Card is less than the aggregate amount of Tax Prep Fees, Other Debts, and Program Fees you owe to H&R Block at any time, you will be liable to pay H&R Block the outstanding amounts when due, and at the request of H&R Block, using another payment method acceptable to H&R Block for such purpose. All outstanding and unpaid amounts will be subject to H&R Block's collection process in place from time to time. If you have Other Debts, you understand and acknowledge that H&R Block may be acting as a debt collector to collect those Other Debts and that any information obtained by H&R Block will be used for this purpose.

PART III – REFUND PAYMENTS

- 8) **Advantage Card Balances.** After all applicable fees and charges are collected and paid in accordance with this Agreement from the Advantage Card, the balance of your funds will be available on your Advantage Card for further use in accordance with the Cardholder Agreement. For greater certainty, all Tax Prep Fees, Other Debts, and Program Fees will be deducted from the Advantage Card once the Tax Payment is received. The remaining balance will be available for you to use.
- 9) **Taxing Authorities.** The e-PWR Service is not a loan, but instead is a H&R Block service that enables you to direct payment of certain fees and debt owing to H&R Block from your Tax Payments deposited into the Advantage Card. You understand and agree that payment of the Tax Prep Fees, Other Debts, and Program Fees, as applicable, to H&R Block is dependent upon the Taxing Authorities or other deposits funding your Advantage Card and H&R Block and Peoples completing all of the activities associated with your e-PWR service. You will not receive funds associated with the e-PWR Service until your Tax Payments are issued by the Taxing Authorities and deposited into your Advantage Card, and neither H&R Block, nor Peoples, guarantee when any proceeds of the Tax Payments will be available to you. Taxing Authorities normally make an electronic deposit within 7-14 working days after an electronic filing of a return, and 4-16 weeks after filing a paper return. If the Taxing Authorities have released your refund and you have not received your money, you can **check the status of your refund** by calling 1-855-342-6924.
- 10) **Multiple Year Tax Returns.** Multiple year tax returns are not processed and refunded by the CRA or RQ as one lump payment. This may result in multiple payment transfers to your Advantage Card. H&R Block fees and taxes for completing multiple returns will be consolidated and deducted from the first and if necessary subsequent Tax Payments.
- 11) **Cancellation of e-PWR Service.** Until such time as the applicable Taxing Authorities process your tax return, your e-PWR Service can be cancelled upon prior written notice to H&R Block, and you can redirect the payment of your tax refund by Taxing Authorities to you or any other account that you hold. If the e-PWR Service is cancelled, or your Tax Payments are otherwise redirected, you are be responsible for payment of the Tax Prep Fees, Other Debts, and Program Fees you owe to H&R Block when due, and at the request of H&R Block, using another payment method acceptable to H&R Block for such purpose.
- 12) **Collection, Use, and Disclosure of Information.**
- a) You are responsible to ensure the accuracy and completeness of all information provided by you to H&R Block in connection with the e-PWR Service, including your contact information. You will ensure this information remains accurate and up-to-date at all times.

- b) For purposes of this section, “**Information**” means your federal and provincial 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 tax return is incorrect), and any information relating to this Agreement, the e-PWR Service, or similar service you have received or requested from H&R Block. “**Authorized Parties**” means each of H&R Block, Peoples, and any other person acting on their behalf. The Authorized Parties may collect Information from you and third parties and share this Information with each other and third parties to determine whether you qualify for the e-PWR Service, to provide the e-PWR Service to you, to collect H&R Block debts or fees, to prevent fraud, and to otherwise administer or promote the program for the e-PWR Service. Without limiting the foregoing, the Authorized Parties may disclose Information to the Taxing Authorities. H&R Block may call or input your Information on any website of the Taxing Authorities in connection with this Agreement, including to, among other things, determine the status of your tax return or tax refund. The Taxing Authorities may disclose information about you, your tax returns, and your tax refunds to H&R Block. Each of H&R Block, Peoples, and other persons acting on their behalf, may listen to and record your telephone calls. For more information on how your personal information may be used in connection with the e-PWR Service, refer to H&R Block’s privacy policy available <https://www.hrblock.ca/legal/terms-conditions/privacy>
- c) YOU AGREE TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES. FEDERAL LAW IN CANADA REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. YOU UNDERSTAND AND ACKNOWLEDGE THAT H&R BLOCK MAY COLLECT, USE, AND DISCLOSE YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION WITH PEOPLES AND ANY SERVICE PROVIDER ACTING ON THEIR BEHALF, FOR PURPOSES OF OPENING AND OPERATING THE ADVANTAGE CARD. YOU MAY ALSO BE ASKED TO PRODUCE IDENTIFYING DOCUMENTS FOR IDENTIFICATION PURPOSES.

PART IV – MISCELLANEOUS

- 13) **No Fiduciary Duty.** You understand that for various fees received, H&R Block is acting only as your tax preparer, your electronic filer (if applicable), and provider of e-PWR Service. You further understand that H&R Block is not acting in a fiduciary or confidential capacity with respect to you in connection with this transaction, and H&R Block has no other duties to you beyond the preparation of your tax return, the transmission of your tax preparation or other fee information to Peoples, the filing of your tax return with the Taxing Authority, and providing the e-PWR Service in accordance with this Agreement. You acknowledge that you have independently evaluated and decided to apply for the e-PWR Service, and that you are not relying on any recommendation from H&R Block, Peoples, or any other person in purchasing it.
- 14) **Changes.** H&R Block may make changes at any time to the e-PWR Service, including applicable fees and charges, and otherwise amend, supplement, restate, or otherwise change this Agreement by giving you notice of the change, including through announcements on its website at www.hrblock.ca. If you use the e-PWR Service after the date of the notice or change, whichever is later, you will be deemed to have agreed and consented to the change. You agree to be bound by the latest version of this Agreement from time to time made available on H&R Block’s website at www.hrblock.ca.
- 15) **Notices.** You agree that H&R Block may send any notices and billing statements using the most recent contact information it has for you on record. You will ensure your contact information with H&R Block remains accurate and up-to-date at all times.
- 16) **Survival.** The provisions of this Agreement shall survive the disbursement of your funds under the e-PWR Service.
- 17) **Severability.** If any provision of this Agreement or part thereof is held to be invalid, illegal, or unenforceable under present or future laws, that provision will be fully severable and the remaining provisions will continue

in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance.

- 18) **Assignment.** H&R Block may transfer, sell, participate, or assign all or a portion of any rights, duties, or obligations relating to the e-PWR Service, to H&R Block or any third party without notice to you or your consent.
- 19) **Applicable Law.** This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the Province of Alberta and the federal laws applicable therein.
- 20) **Arbitration Provision.** Any claim, dispute, or controversy, present or future, however arising out of or relating to this Agreement, a product or service that you are provided with under this Agreement, or oral or written statements, or advertisements or promotions relating to this Agreement or to a product or service provided to you thereunder (each, a “Claim”), will be referred to and determined by private and confidential mediation before a single mediator chosen by the parties and at their joint cost. Should the parties after mediation in good faith fail to reach a settlement, the issue between us shall then be determined by private, confidential, and binding arbitration in accordance with the rules of the Canadian Arbitration Association, before a single arbitrator mutually appointed by the parties. The decision of the arbitrator shall be final and binding on the parties. By so agreeing, you waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you hereby agree to opt out of any class proceeding against H&R Block, Peoples, or any person acting on their behalf, otherwise commenced.
- 21) **Further Assurances.** You will from time to time execute and deliver, or cause to be executed and delivered, all such further documents and instruments, and do, or cause to be done, all further acts and things as H&R Block may from time to time reasonably request as being necessary or desirable in connection with this Agreement or the e-PWR Service.
- 22) **QUEBEC – USE OF ENGLISH LANGUAGE.** You acknowledge you were offered the choice to enter into the Agreement in English or French. You selected to enter into the Agreement in English, after being provided with the French version. Therefore, you agree that this Agreement and all related documents, including notices, will be in English only. **Vous reconnaissez qu’il vous a été offert le choix de conclure le contrat en anglais ou en français. Vous avez choisi de conclure le contrat en anglais, après en avoir reçu la version française. Par conséquent, vous acceptez que le contrat et tous les documents qui s’y rattachent, y compris les avis, soient rédigés en langue anglaise seulement.**

PART V – GLOSSARY

23) Definitions.

- a) Definitions. Unless otherwise defined, the following terms have the meanings given below:
 - i) **“Advantage Card”** has the meaning given in Section 1);
 - ii) **“Agreement”** means this Terms and Conditions and all related disclosures and documents, and each part is incorporated into the others;
 - iii) **“Claim”** has the meaning given in Section 20);
 - iv) **“CRA”** means the Canada Revenue Agency;
 - v) **“e-PWR Service”** means H&R Block’s Electronic Pay with Refund® Service;
 - vi) **“H&R Block”** means H&R Block Canada, Inc., and each of its direct and indirect parents, subsidiaries, affiliates, agents, successors, assigns, and the franchisees of any of them;
 - vii) **“Other Debts”** has the meaning given in Section 4);
 - viii) **“Peoples”** means Peoples Trust Company;
 - ix) **“Cardholder Agreement”** has the meaning given in Section 1);
 - x) **“Program Fee”** means the program development, set-up, and administration fee payable for the e-PWR Service;



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- xi) **"RQ"** means Revenu Quebec;
 - xii) **"Tax Payments"** means your tax refunds, tax credits and benefits, including GST/HST, Trillium, and any other eligible and recurring credits distributed by the Taxing Authorities;
 - xiii) **"Tax Prep Fees"** means the fees and charges payable by you to H&R Block for preparation of a tax return and related services;
 - xiv) **"Taxing Authorities"** means either or both of the CRA or RQ; and
 - xv) **"You"** or **"your"** shall refer individually to each applicant for the e-PWR Service .
- b) **Interpretation.** All references to this Agreement, including any related disclosures or documents, or any applicable law, include the same as may be amended, restated, replaced, supplemented, or otherwise modified from time to time. The division of this Agreement into parts, sections, and subsections, and the use of headings, is for convenience of reference only and should not affect construction or interpretation. Words denoting the singular number will include the plural, and vice versa. Words denoting the gender include masculine, feminine, and neutral genders, as the context permits. The word "including" means "including without limitation", and the word "includes" means "includes without limitation". All provisions, including all rights and obligations of the parties, are cumulative, and should not be interpreted as limiting any provision unless this intent is expressly indicated. References to this Agreement are meant to refer to this Agreement as a whole, and not any particular part unless the context otherwise requires. Unless otherwise specified, all dollar amounts referred to in this Agreement are in lawful money of Canada. Unless otherwise specified, all times referred to in this Agreement are in Mountain Time.

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H&R BLOCK e-PWR® SERVICE FREQUENTLY ASKED QUESTIONS

Please note the following information is provided for reference only, and does NOT form part of your Agreement with H&R Block for the e-PWR Service.

Q1: Why are my tax refunds or other provincial or federal recurring payments still going to Peoples, after my H&R Block fees are paid?

CRA and RQ will continue to deposit refunds and credits to your Peoples' Advantage Card after your H&R Block fees are paid. These credits will flow directly onto your Advantage Card. Once your fees are paid, should you wish to change the direct deposit information from your Peoples' Advantage Card to another account of your choice, you should notify H&R Block and take the following steps with the Taxing Authorities:

CRA

- Calling CRA at 1-800-959-8281 and providing them with new banking information for direct-deposit, or logging on to My Account on the CRA website and updating the direct deposit information, or
- Printing the Direct Deposit Enrollment Form from the Public Works and Government Services Canada website and mailing the changes.

RQ

- Logging on to Change Direct Deposit Information online services on the RQ website, or
- Viewing and actioning the mail in options provided on the RQ website to update your banking information.

Q2: Why isn't there any money on the H&R Block Advantage Prepaid Mastercard I received when I left the H&R Block office?

Money is not loaded on an Advantage Card until (i) after CRA or RQ has processed your tax return and sent your Tax Payments to deposit into your Advantage Card, and (ii) your H&R Block Tax Prep Fees, Other Debts, and Program Fee have been paid. Please also refer to the Advantage Card Frequently Asked Questions available on the H&R Block Website at www.hrblock.ca.

Q3: I received an email/text message from the Taxing Authorities saying my refund was processed and money was deposited, but it isn't in my Advantage Card with Peoples yet.

After receiving this email, it may take up to 1 - 2 business days for the deposit to appear in your Advantage Card.

Q4: How do I have my Child Tax Benefit (CTB) and/or Universal Child Care Benefit (UCCB) go to a different bank account?

You can request CRA to direct your CTB and/or your UCCB to a different bank account than your tax refund, GST credit, Trillium credit and Working Income Tax Benefits payments by:

- Calling CRA at 1-800-959-8281 and providing them with new banking information for deposit of your CTB and/or UCCB;
- Logging on to My Account on the CRA website and updating the direct deposit information for your CTB and/or UCCB payments.
- Printing the Direct Deposit form from the Public Works and Government Services Canada website and mailing the changes.