

**CONSENT TO USE OF TAX RETURN INFORMATION**

Federal law requires this consent form be provided to you. Unless authorized by law, we cannot use, without your consent, your tax return information for purposes other than the preparation and filing of your tax return.

You are not required to complete this form. If we obtain your signature on this form by conditioning our services on your consent, your consent will not be valid. Your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year.

For your convenience, we have entered into arrangements with certain financial institutions and their partners regarding the provision of bank accounts, refund settlement products, card services, and/or related banking services. To determine whether these services may be of interest to you, we will need to use your tax return information.

If you sign this form and check the box below, you authorize us to use your 2018 Tax Return for the designated purpose.

I authorize \_\_\_\_\_ to use my entire 2018 Tax Return and information collected during the preparation of my taxes to ensure that any refund settlement products and related banking services that I obtain or apply for can be issued, processed, underwritten, and serviced. The foregoing activities and related services may be performed by one of the following company and/or their affiliates: Refundo Inc.

Taxpayer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Taxpayer's Name (print): \_\_\_\_\_

Spouse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Name (print): \_\_\_\_\_

If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at [complaints@tigta.treas.gov](mailto:complaints@tigta.treas.gov)

**CONSENT TO DISCLOSURE OF TAX RETURN INFORMATION**

Federal law requires this consent form be provided to you. Unless authorized by law, we cannot disclose, without your consent, your tax return information to third parties for purposes other than the preparation and filing of your tax return. If you consent to the disclosure of your tax return information, Federal law may not protect your tax return information from further use or distribution.

You are not required to complete this form. Because our ability to disclose your tax return information to another institution affects the service that we provide to you, we may change the terms of service that we provide to you if you do not sign this form. If you agree to the disclosure of your tax return information, your consent is valid for the amount of time that you specify. If you do not specify the duration of your consent, your consent is valid for one year.

You have indicated that you are interested in obtaining a bank account, refund settlement product, card service, and/or related banking services. These products are made available through arrangements that we have with financial institutions and their partners. To apply for and obtain any of these products or services, we may forward your information to these companies and/or their affiliates.

If you sign this form and check the box below, you authorize us to disclose your 2018 Tax Return for the designated purpose.

I authorize \_\_\_\_\_ to disclose my entire 2018 Tax Return and information collected during the preparation of my taxes to ensure that any refund settlement products, and related banking services that I obtain or apply for can be issued, processed, underwritten, and serviced. The foregoing activities and related services may be performed by one of the following company and/or their affiliates: Refundo Inc.

Taxpayer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Taxpayer's Name (print): \_\_\_\_\_

Spouse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Name (print): \_\_\_\_\_

If you believe your tax return information has been disclosed or used improperly in a manner unauthorized by law or without your permission, you may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at 1-800-366-4484, or by email at [complaints@tigta.treas.gov](mailto:complaints@tigta.treas.gov).

## REFUND TRANSFER (RT) APPLICATION AND ACCOUNT AGREEMENT



### **IMPORTANT DISCLOSURES: PLEASE READ BEFORE YOU SIGN THIS AGREEMENT**

If you are owed a federal tax refund, you have the right to choose how you will receive the refund. There are several options available to you. Some options cost money and some options are free. Please read about these options below.

You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free. If you file your tax return electronically, you can expect to receive a refund check directly from the IRS in as little as 21 to 28 days from the time you file your tax return or the IRS can deposit your refund directly into your already existing bank account. If you file a paper return, your refund will take 5 to 7 weeks to receive. If your tax return is electronically filed by a professional, you may have to pay certain fees related to electronic filing such as the fee charged by your tax preparer for preparing your taxes.

You can file your tax return electronically and pay your tax professional from your tax refund. If you file your tax return electronically you can request the IRS to direct deposit your refund into a bank account established by Refundo. Upon receipt of your refund, Refundo, acting as your authorized payment agent will deduct and pay from your refund any fees charged by your tax preparer for the preparation and filing of your tax return and any other amounts pre-authorized by you and disburse the balance of your refund to you. Refundo charges a payment processing fee disclosed on line 2, Page 4 of the Agreement (and an additional \$12 to process the 2nd payment). If you have an existing bank account you can use to receive your refund directly from the IRS, you should seriously consider having the refund sent to that bank account instead of having Refundo pay your tax professional from these funds and incurring the associated fees. Certain fees related to electronic filing and fees charged by your tax preparer for preparing your taxes will have to be paid up-front.

**REFUND TRANSFER (RT) APPLICATION AND ACCOUNT AGREEMENT  
APPLICANT INFORMATION**

Taxpayer's Name: \_\_\_\_\_ Social Security No. \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Social Security No. \_\_\_\_\_

1. **ACCOUNT:** As used in this Refund Transfer (RT) Application and Account Agreement ("Agreement"), the terms "you" and "your" refer to the person signing below as the "Taxpayer" (or, if a joint return is being filed, both "Taxpayers"). The terms "Refundo," "we" and "our" refer to Refundo, Inc. You are having your 2018 federal (and state if applicable) income tax return prepared and filed by your Tax Preparer/Electronic Filer ("Tax Preparer") and hereby designate Refundo as your authorized payment agent, to receive by direct deposit your federal income tax refund from the Internal Revenue Service ("IRS") and/or state(s) income tax refund from your state(s) taxing authorities and to make disbursements on your behalf in accordance with this Agreement, prior agreements, and/or any subsequent agreements (such as Refundo Audit Pros). You authorize Refundo to receive your tax refund into a limited/special-purpose custodial account at an FDIC insured financial institution ("Account"). Refundo shall act as custodian of such Account but you shall be the beneficial owner of such Account. If applicable, and if and when Refundo receives your income tax refund(s), you authorize Refundo to deduct a payment processing fee disclosed on line 1, Page 4 of the Agreement (plus \$12 if any subsequent refund(s) are processed), your tax preparation fees and any other amounts, fees and charges authorized by this Agreement, prior agreements, and/or any subsequent agreements and to disburse any remaining balance of your tax refund in the Account to you using the disbursement method indicated below.

2. **REFUND TRANSFER:** If the line immediately preceding this section is marked, you hereby authorize Refundo to receive your federal tax refund as described in Section 1 using the disbursement method selected in Section 4.

3. **STATE REFUND TRANSFER:** If the line immediately preceding this section is marked, you hereby authorize Refundo to receive your state tax refund(s) as described in Section 1 using the disbursement method selected in Section 4.

4. **DISBURSEMENT METHOD:**

**Check:** If the line immediately preceding this subsection is marked, you hereby request that Refundo disburse your Refund Transfer by a check printed by your Tax Preparer, or by Refundo, at Refundo's sole discretion.

**Direct Deposit:** If the line immediately preceding this subsection is marked, you hereby request that Refundo disburse your Refund Transfer directly to your already existing bank account or another account designated by you. It may take up to 3 business days from the time your refund is deposited into the account above before the remainder of the funds are received in your bank account. If you select this option, please enter your bank account information below. If you or your representative enters your bank account information incorrectly and your funds are returned to Refundo, the funds will be disbursed by a check printed by your Tax Preparer or printed and mailed by Refundo to your address on file. If the funds are not returned to Refundo, you will be responsible for the loss.

Financial Institution \_\_\_\_\_, Member FDIC

Routing No. (RTN) \_\_\_\_\_ Account No. (DAN) \_\_\_\_\_

5. **CONSENT/AUTHORIZATION:** If and when Refundo processes your tax refund(s), Refundo will process them in accordance with Section 1 using the disbursement method selected by you. If applicable, the payment processing fee and any other fees and charges authorized by this Agreement will be deducted from the Account before the balance of your refund proceeds are disbursed to you.
6. **SHARING INFORMATION:** You authorize the Tax Preparer, the company that assists in transmitting your return to the IRS (the "Transmitter") and the IRS (and/or state taxing authority) to disclose your 2018 tax return and refund information to Refundo and its banking partner(s). You acknowledge that Refundo and its banking partner(s) may share information about you with the Tax Preparer, the Transmitter and other third parties to the extent necessary to process your product request.
7. **CONSENT AND PRIVACY:** By signing below, you consent to Refundo and its banks, the Tax Preparer, the Transmitter, and other financial institutions sharing information about you with each other from time to time for other purposes to develop and offer you other financial products and services. You may revoke this consent by contacting Refundo in writing at PO Box 837 Elizabeth, NJ 07207 or calling 908-445-5544. For more information regarding our privacy policies please visit [www.refundo.com/privacy-policy](http://www.refundo.com/privacy-policy).
8. **SECURITY INTEREST AND ASSIGNMENT:** You hereby assign to Refundo ONLY a portion of your 2018 tax refund(s) ONLY to the extent necessary to facilitate payment by Refundo (as your authorized payment agent) of the amounts authorized by this Agreement, if any, for the services rendered. You also grant Refundo a security interest in the same ONLY to the same extent. You agree that Refundo may assign, sell, or transfer its ownership of all or part of its rights arising under this Agreement to a third party or affiliate of Refundo. You may not revoke this security interest or any assignment.
9. **MISCELLANEOUS:** (a) The provisions in this Agreement survive the approval of this Agreement and the disbursement of any Refundo product proceeds to you. (b) The enforcement and interpretation of this Agreement and the transactions contemplated herein shall be governed by the laws of the United States and, to the extent state law applies, the substantive law of New Jersey. (c) To the extent permitted by applicable law, you agree to pay any costs of collection, including reasonable attorneys' fees if any amount due hereunder is not paid when due.
10. **ACKNOWLEDGEMENT REGARDING TAX PREPARER AND THE TRANSMITTER:** You agree that neither your Tax Preparer, Transmitter nor anyone else other than Refundo is acting as your authorized payment agent or is under any fiduciary duty to you regarding this Application. Among other things, you agree and consent to the receipt of fees by all parties as set forth in this Agreement.
11. **COMPENSATION:** Refundo may pay compensation to the Electronic Return Originator (ERO) in consideration of rights granted by the ERO to Refundo and the performance of services by the Transmitter on behalf of Refundo.
12. **ARBITRATION:** You agree that any and all disputes among your Tax Preparer, Transmitter, Refundo and yourself which in any way arise out of or relate to this agreement or any of the dealings between or among any of these parties, shall be resolved solely by binding arbitration before the American Arbitration Association ("AAA") before a single arbitrator in an arbitration commenced as close as possible to where you reside. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. 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.

**SIGNATURES:** By signing below, you represent that everything you have stated or marked in this Agreement is true and correct. You represent that you have read and understand each of the terms and conditions herein and that you agree to each of these terms and conditions. You acknowledge receiving a completed copy of this Agreement and, among other things, the Arbitration Provision in Section 12 above which may substantially limit your rights in the event of a dispute.

Taxpayer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REFUND TRANSFER (RT) FEE DISCLOSURE**

Taxpayer's Name: \_\_\_\_\_ Social Security No. \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Social Security No. \_\_\_\_\_

In accordance with your instructions in this agreement (and any other agreements, if applicable), upon receipt of your IRS or state refund (if applicable), Refundo will pay out your refund as indicated below:

Expected Federal Refund Amount<sup>1</sup> \$ \_\_\_\_\_

Authorized Deductions:

- 1. Refund Transfer ("RT) processing fee paid to Refundo<sup>2</sup> \$ \_\_\_\_\_
- 2. Amount paid to Tax Preparer for tax preparation services \$ \_\_\_\_\_
- 3. Document preparation fee paid to Tax Preparer \$ \_\_\_\_\_
- 4. Transmission fees paid to Transmitter<sup>3</sup> \$ \_\_\_\_\_
- 5. Service bureau fees paid to service bureau \$ \_\_\_\_\_
- 6. Fees paid for additional products or services \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

Amount paid directly to you<sup>4</sup> \$ \_\_\_\_\_

<sup>1</sup> For disclosure purposes, only the expected federal tax refund is reflected on this document. You may be filing for and receive tax refunds from IRS and/or state tax agencies, Refundo will deduct the fees indicated above from the first tax refund received before disbursing any balance of the refund to you.

<sup>2</sup> The RT fee stated above is for the initial payment processed and disbursed (this can be a federal or state refund). The fee for any subsequent refunds received, processed and disbursed is \$12 (this can be a state or federal refund). Refundo may share a portion of this fee with your Tax Preparer, Transmitter, service bureau, or any other third parties.

<sup>3</sup> A portion of the Transmission fee may be subsequently paid to the tax preparer

<sup>4</sup> The amount paid directly to you may be less if the IRS does not send us your full expected refund. The amount paid directly to you does not reflect state tax refund amounts, if any.

BY SIGNING BELOW, I (we, if joint return filed) acknowledge that I (we) have received this Refund Transfer (RT) Fee Disclosure concerning my (our) Refund Transfer and I (we) agree to have my (our) refund disbursed as indicated above.

Taxpayer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature: \_\_\_\_\_ Date: \_\_\_\_\_