

formation about the amount of money remaining in the Benefit Account and obtain a sixty (60) day history of transactions by calling your Plan Administrator at the telephone number printed in your Benefit Plan documents or on the back of the Card. You also have a right to obtain a sixty (60) day written history of Card transactions by contacting your Plan Administrator.

You understand that if the Card is used to purchase an ineligible expense, as determined by the Plan Administrator, the IRS, or any other party having authority, you have violated this Agreement and/or your obligations under your Benefit Account. You are also required to repay your Benefit Account if a transaction is not electronically or manually substantiated in a timely manner. The Plan Sponsor will provide you with information about your repayment obligations. Except with respect to a Benefit Account associated with an HSA, you understand that, upon notification, you must immediately repay any such expense to your Plan Sponsor, as applicable, and that your Card may be immediately suspended or terminated for such failure to comply. Distributions from a Benefit Account associated with an HSA must be for or supported by qualified medical expenses. Otherwise, either the Benefit Account must be repaid, or the Plan Administrator must be notified to reclassify the transaction as a prohibited transaction that will be included in your gross income and subject to a substantial additional excise tax.

13. Confidentiality

We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) As otherwise necessary to fulfill our obligations under this Agreement.

14. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available to your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

15. Unauthorized Transfers; Lost Cards

In the case of lost or stolen Cards, or a discrepancy or questions about the Card transaction(s), contact the Program Sponsor or Customer Service as soon as you can. If the Card has been lost or stolen, we may close the Card to keep losses down. In case of errors or questions about your Card transactions, call, write, or email us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You must contact us no later than sixty (60) calendar days after the transaction(s) post to the Account.

Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Account is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa. You must notify us immediately of any unauthorized use. However, you must contact us no later than sixty (60) calendar days after the transaction(s) post to the Account to dispute the discrepancy.

16. Other Miscellaneous Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be deter-

mined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

17. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may close your Card by contacting Customer Service. Your termination your Card or this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

18. Arbitration

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of additional cardholders designated by you, if any; iv) your acquisition of the Card; v) your use of the Card; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or ix) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. 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).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made

final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CONTACT CUSTOMER SERVICE TO CANCEL THE CARD AND TO REQUEST A REFUND, IF APPLICABLE.

This Card is issued by The Bancorp Bank, N.A., pursuant to a license from Visa U.S.A. Inc.

This Cardholder Agreement is effective 03/2023

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

This Cardholder Agreement contains an Arbitration Clause requiring all claims to be resolved by way of binding arbitration.

1. Terms and Conditions

This Cardholder Agreement (“**Agreement**”) outlines the terms and conditions under which the **Capital Blue Cross Visa Debit Card (“Card”)** has been issued to you by The Bancorp Bank, N.A (“**Issuer**”). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “**You**” and “**your**” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “**We**,” “**us**,” and “**our**” mean the Issuer, our successors, affiliates or assignees, and as applicable, the Plan Sponsor.

“**Plan Sponsor**” refers to the employer or entity sponsoring a benefit plan (“Benefit Plan”). A Benefit Plan offered by Plan Sponsor may be comprised of one or more of the following: Flexible Spending Account (FSA), Health Reimbursement Account (HRA) or Health Savings Account (HSA) (individually and collectively referred to as the “**Account**” or “**Benefit Account**”). The “**Plan Administrator**” refers to Further by HealthEquity. Further assists in the administration of the Benefit Plan or acts as custodian as applicable. The Account is held by another financial institution or entity with a relationship with the Plan Sponsor, not by us. We issue the Card as an access device to that Account. The types of Accounts that are available to you, the limitations on them, and the qualifications to participate in the Benefit Plan, are governed by other documents, including the documents that the Plan Sponsor provides to its participants. The Plan Sponsor determines which Accounts are available to each participant, the spouse of each participant and/or dependents of each participant. The Issuer is not a party to the Benefit Plan or other plan documents. The Issuer is not a fiduciary with respect to the Benefit Plan or Account and is not responsible for the plan documents or the administration of the Benefit Plan or Account. This Agreement is in addition to and not meant to supersede or conflict with your Benefit Plan Account Agreement held with Plan Sponsor, (the “**Account Agreement**”). To the extent there is a conflict between those terms and this Agreement, this Agreement controls only with respect to use of your Card. You agree to sign the back of the Card immediately upon receipt.

The expiration date of the Card is identified on the front of your Card. The Card is not a prepaid card or cred-

it card. The Card is not for resale. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

2. Customer Service

For customer service or additional information regarding your Card, please contact “Customer Service” at the “Address,” “Phone Number” or “Website” below:

P.O. Box 14836, Lexington, KY 40511

capbluecross.com/funds

877-293-7041

Customer Service agents are available to answer your calls:

Monday through Friday, 8 a.m. to 9 p.m. ET
(holidays excluded)

Saturday and Sunday, 9 a.m. to 5 p.m. ET
(holidays excluded)

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

3. Activating your Card

You must activate your Card before it can be used. To do so, please call 1-800-531-6675. By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

4. Personal Identification Number (“PIN”)

You will not receive a Personal Identification Number (“PIN”) with the Card. However, you may contact your Plan Sponsor or contact Customer Service at 877-293-7041 for instructions on how to obtain a PIN for the card. You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use the Card at an ATM. For security reasons, we may limit the number of consecutive PIN failures allowed.

You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers.*”

5. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

6. Using the Card

With your PIN, you may use your Card to make purchases at any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Visa® or STAR® Acceptance Mark. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per day.

You may use your Card to purchase or lease goods or services everywhere Visa debit cards and STAR cards are accepted as long as you do not exceed the available value of your Account and other restrictions (*see examples described below*) do not apply. For each Benefit Plan in which you are enrolled and intend to use the Card, you certify you will only use your Card in connection with the payment of qualifying expenses under that Benefit Plan. You acknowledge that you received and reviewed guidelines regarding which expenses are qualifying expenses under the Benefit Plan, and you agree to follow those guidelines. You also agree and affirm that any expense you pay with the Card will not be submitted (and has not been submitted previously) for reimbursement to any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts for any expense

you pay with the Card and, upon request, to submit those documents to your Plan Sponsor. You acknowledge that in order to process certain Card transactions it may be necessary to disclose information regarding your participation in the Benefit Plan to third party service providers (such as benefits administrators to determine pharmacy and/ or medical benefits under group health plans). The promises, requests and consents described above are representations and warranties made by you, and you understand that your acceptance of them (as demonstrated by activation and use of the Card) and your reliance on them has created a binding contractual commitment on your part regarding your use of the Card. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Account. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. **Card restrictions include but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on your Card. You may not use your Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** Your Card cannot be redeemed for cash.

Each time you use your Card, you authorize us to reduce the available value of your Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance of funds in your Account, you shall remain fully liable for the amount of the transaction and any fees, if applicable. You are responsible for keeping track of the available balance of your Account. Merchants generally

will not be able to determine your available balance. It’s important to know your available balance before making any transaction.

The Card is a limited access device that can be used only at qualified locations (as set forth in the Benefit Plan documents) where Visa debit cards and/or STAR debit cards are accepted within the fifty (50) U.S. states and the District of Columbia as long as you do not exceed the available balance of the Benefit Account. You may use the Card to pay for qualified expenses at select categories of retail and service establishments that are authorized in the Benefit Plan documents and have agreed to accept the Card. Select health care-related merchants may include: vision, dental, hearing and medical clinics, hospitals, drugstores, medical laboratories, medical equipment providers, or other medical establishments offering health-care services. Qualified expenses for a Benefit Account are determined by applicable law, rules and regulations, as well as the Benefit Plan documents provided by the Plan Administrator when applicable.

Some merchants do not allow cardholders to conduct split transactions where the Card is used as partial payment for goods and services, and you wish to pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

You do not have the right to stop payment on a single purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days.

7. Non-Visa Debit Transactions

Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on another network. If you do not enter a PIN, transactions may be processed as either a Visa debit transaction or on another network transaction. Should you choose to use a non-Visa network when making a transaction without a PIN, different terms may apply.

To initiate a Visa debit transaction at the POS, swipe the Card through a POS terminal, sign the receipt, or

provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

8. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Any Merchant disputes, returns, or refunds must be addressed and handled directly with the merchant from whom the transaction posted, or those goods or services were provided.

9. Card Expiration and Replacement

Your Card will expire no sooner than the date printed on the front of it. You will not be able to use your Card after the expiration date. A replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card.

If you need to replace your Card for any reason, please call Customer Service to request a replacement Card. You will be required to provide personal information which may include your 16-digit Card number, full name, transaction history, copies of accepted identification, etc.

10. Foreign Transactions

You may use the Card to purchase or lease goods or services in the fifty (50) states of the United States (“U.S.”) and the District of Columbia everywhere Visa debit cards or STAR cards are accepted as long as you do not exceed the available value in the Account. The Card may not be used outside the U.S. and the District of Columbia, including Internet and mail or telephone order merchants outside the U.S. and the District of Columbia.

11. Receipts

You should get a receipt at the time you make a transaction using your Card. You may need to retain receipts in order to verify or reconcile your transactions.

12. Transaction history

You should review your Account balance and Card or Account transactions at least monthly by logging into your account at capbluecross.com/funds or by calling **877-293-7041**. Merchants generally will not be able to determine the available balance in your Account. It’s important to know your Account balance before making any transaction with the Card. You may obtain in-