

#### Errors and Uncompleted or Unauthorized Transactions:

**a. Error Resolution.** In case of errors or questions about your debit card transactions, call the customer care number referenced on the enclosed card carrier and select the Debit Card customer care option or write us at Bank of America Benefit Solutions™, P.O. Box 25173, Lehigh Valley, PA 18002-5162. Call or write as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we have sent you the FIRST statement on which the problem or error appeared. When you call or write us:

- Tell us your name, account number and, to the best of your knowledge, when the error occurred.
- Describe the error or transaction you are unsure about, including the dollar amount involved, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us orally, we may require that you send your complaint or question in writing. We will generally tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. However, if we need more time, we may take longer to investigate. We may, but are not obligated to, provisionally credit your Account while we investigate. If we decide that there was no error, we will send you a written explanation.

#### b. Liability Limitation for Our Failure to Complete Transactions.

We are not liable to you for our failure to complete any transaction you request, except when caused by our associates' negligent acts or omissions, in which case our liability shall not exceed the amount of the transaction. We are not liable for any special, indirect or consequential damages.

**c. "Zero Liability" Policy for Unauthorized Card Transactions.** Under the Bank of America Zero Liability policy, you may incur no liability for unauthorized use of your Card or Card number up to the amount of the unauthorized transaction, provided you notify us within a reasonable time of the loss or theft of your Card or Card number or its suspected or actual unauthorized use, subject to the following terms and conditions.

1. **"Unauthorized" defined.** A transaction is considered "unauthorized" if it is initiated by someone other than you without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if:
  - You furnish the Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or
  - For any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.
2. **"Reasonable time" defined.** Reasonable time will be determined in our sole discretion based on the circumstances.
3. **Other considerations.** We may deny you the benefit of this policy (i) if we ask you for a written statement, affidavit or other information in support of the claim, and you do not provide it within the time requested or within a reasonable time if no date is stated; (ii) if you fail or refuse to reasonably cooperate with any investigation conducted by us or law enforcement; or (iii) under any other unusual circumstances where we believe denial is appropriate.
4. **Limitation of our liability.** Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized Card transaction covered by this policy. We are not liable for any claims of special, indirect or consequential damages.

**IMPORTANT: To report a lost or stolen card or unauthorized use, call the customer care number referenced on the enclosed card carrier.**

#### Cancellation or Suspension of Your Card:

**a. General.** We may decide not to issue or renew your Card or we may decide to cancel or suspend your Card privileges with or without cause or notice, unless required by law. Except in the case of HSAs/MSAs, your employer may also suspend or terminate your Card privileges. Your Card remains our property and we may repossess it at any time. If your Card privileges are suspended or terminated, you must surrender the Card to us upon demand. The cancellation of Card privileges does not in and of itself affect other terms for the Accounts. If we reinstate your Card privileges, this Agreement (as amended, if applicable) is automatically reinstated. If a Card we send you is returned undelivered or if your Card is reported as lost or stolen, we may restrict use of any Card with the same numbers or, depending on the circumstances, of all cards on all of your Bank of America accounts. If you have not used your Card to conduct a transaction within the last 12 months, we may suspend or cancel your Card without notice.

**b. Termination of Employment.** Upon termination of employment, your Card may become inactive and not allow you to access your Account(s), in accordance with the provisions governing the Accounts. If you have an HSA/MSA or other benefit account that allows for your funds to continue to be accessed after termination of employment, please call customer care number referenced on the enclosed card carrier for instructions on how to keep your Card active.

#### Miscellaneous Terms:

**a. Waiver and Severability.** We may delay enforcing our rights under this Agreement without losing them. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions. A determination that any provision hereof is invalid or unenforceable will not affect the remainder of this Agreement.

**b. Amendments.** We may change this Agreement at any time. We generally send you advance notice of changes. If you continue to use your Card, you agree to the amendments. If you do not agree, you must cancel this Agreement by notice to us and destroy your Card(s).

**c. Credit or Information Inquiries and Reports; Sharing of Information.** You authorize us to make from time to time such credit, employment and investigative inquiries as we deem appropriate in connection with the issuance and use of your Card. We may furnish information concerning your Account(s) to consumer reporting agencies and others who may properly receive that information and as may otherwise be provided in the Account Documents (including the Bank of America Privacy Policy for Consumers and any other privacy policy which may apply to an Account) and/or in applicable privacy and other laws or regulations.

**d. Applicable Law.** Your and our rights and obligations under this Agreement are governed by and interpreted according to the laws of the state of North Carolina and applicable federal law. If state and federal laws are inconsistent, federal law governs. If any part of this Agreement is inconsistent with any applicable law, then to the extent if any that the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement.

**e. Default.** You will be in default if you fail to meet any of your obligations under this Agreement, including but not limited to the failure to make restitution for any non-Eligible Expenses charged to the Card as provided herein. In such event, we or the employer (or its designee) may exercise any legal rights the party(ies) may have. If any of the above parties is required to take legal action under this Agreement, you agree to pay any related court costs, collection fees and attorney's fees and charges reasonably incurred. If you are in default, we are not obligated to continue to provide services to you under this Agreement.

## BANK OF AMERICA VISA® DEBIT CARD FOR USE WITH HEALTH CARE ACCOUNTS - AGREEMENT AND DISCLOSURE

**Enclosed is your new Bank of America Visa® Debit Card for use with health care accounts. Read this document carefully, and keep it on hand for reference.**

Please note that you may see references in various Account Documents or promotional and other materials concerning various health care related Visa debit cards issued by Bank of America, which sometimes refer to cards by specific names such as the Health Savings Account Visa Debit Card, the Health FSA Visa Debit Card, the Health Reimbursement Arrangement Visa Debit Card, the Health FSA Visa Debit Card, the HRA Visa Debit Card, the HRA/Health FSA Visa Debit Card, the Medicare MSA Visa Debit Card, the Multi-Purse Health Care Visa Debit Card, or other terms not specifically used in this Agreement. You may also see references in such materials to the agreement and disclosures governing such cards. Further, the card itself may bear a name not specifically used in this Agreement. Unless you are notified otherwise, or receive a separate agreement and disclosure for a particular card issued in conjunction with a Health Savings Account and/or employee benefit plan administered by Bank of America, the term "Card" as used in this Agreement shall include, and this Agreement and Disclosure shall govern, all such cards.

This Agreement is a contract between you and Bank of America regarding your Bank of America Visa Debit Card for use with health care accounts (the "Card"). It describes the terms and conditions for the use of your Card and includes information about the Bank's and your rights and obligations. The Card may be available for use with certain employer sponsored reimbursement accounts such as a Health Flexible Spending Account ("Health FSA") and/or Health Reimbursement Arrangement ("HRA"). It will also be available for use with a Health Savings Account ("HSA") that you may establish with Bank of America and/or a Medicare Medical Savings Account ("MSA") established in accordance with Internal Revenue Code ("Code") Section 138. Collectively, these reimbursement accounts are referred to as "Accounts." [Note: With respect to HSAs and MSAs, the term "Account" as used herein shall mean only the "Cash Account" as defined in your Custodial Agreement. Distributions from your HSA/MSA via any method, including use of the Card, are made only from the Cash Account. See the Custodial Agreement for further information.] Individuals who participate in one or more of the Accounts are referred to as "Participants." The Card is not a credit card. The terms and conditions may vary depending on the type of expense and/or the Account(s) through which payment is attempted to be made using the Card. This Agreement supplements all other agreements and/or documentation governing each of the Accounts ("Account Documents"), including but not limited to plan documents, summary plan descriptions, and/or the Bank of America Health Savings Account Custodial Agreement (which includes by reference the Disclosure Statement and HSA Schedule of Fees). If any provisions in the Account Documents are inconsistent with this Agreement with respect to the subject matter contained herein, this Agreement governs. Throughout this Agreement, the words "we," "us," "our" and "the Bank" refer to Bank of America, N.A. "You" and "your" refer to the Participant to whom the Card has been issued, and to each other person to whom we issue a Card in accordance with this Agreement. "Business day(s)" means Monday through Friday, excluding Bank holidays. You agree to the terms of this Agreement by accepting and activating a Card.

#### Card Uses:

**a. Activating Your Card.** When we send you a Card, the Card is not activated for your protection. Before using your Card, you must activate it by calling the number on the sticker affixed to your Card. If you do not wish to use your Card, please cut it up and carefully dispose of it.

**b. Using Your Card.** Your Card allows you to pay for expenses incurred at certain approved merchants or providers who also accept Visa debit cards (collectively referred to as “Merchants”), to the extent such expenses are eligible for payment or reimbursement through one or at more of the Accounts, as defined by applicable law and the Account Documents. (Such expenses are referred to herein as “Eligible Expenses”; however, the applicable Account Documents may refer to such eligible expenses in another way.) If the expense is eligible for payment or reimbursement through more than one of the Accounts, the amount(s) will be deducted from the Account(s) in the order established in the Account Documents and/or (to the extent permitted) by you. You may be asked to sign a sales slip, withdrawal slip or other document, or just to provide your Card number. If you use your Card number without presenting your Card (such as for a mail, phone or internet purchase or payment), the legal effect will be the same as if you used the Card itself. Your Card does not utilize a PIN number, and if asked, you must select the “credit” button, and not “debit,” on the Merchant’s keypad. Notwithstanding the foregoing, your Card is a debit card and not a credit card, and these are not credit transactions.

**IMPORTANT: Please note that your Card may not be used for cash withdrawals or any other purpose at ATMs or to obtain cash back from a Merchant.** The Card may not normally be used for any amounts in excess of the available balance of the Account(s) linked to your Card. If you do not have sufficient funds available in the appropriate Account(s), some providers (but not all) may allow you to pay a portion of the purchase with the Card and pay the remaining amount with cash, check or another card. You agree that you will only use the Card for transactions that are legal where you conduct them. You are responsible for all transactions and charges incurred through use of your Card by you or anyone you allow to use your Card. You agree to take reasonable precautions to prevent unauthorized use of your Card. You must notify us promptly if such unauthorized use occurs or is suspected, or if your Card is lost or stolen. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If you breach or do not fulfill any term of this Agreement, you are responsible for all resulting damages and losses.

**c. Permitted Uses.** You understand and acknowledge that each time you use the Card for an expense, you are certifying that the expense for which you are using the Card is an Eligible Expense. You further agree and certify that any Eligible Expense for which you use the Card has not been previously reimbursed and will not be submitted for reimbursement under any other Account, plan or program for which the expense is otherwise eligible for reimbursement. If we become aware that you are attempting to use your Card for anything other than a permitted use, we may decline the transaction and use of your Card may be suspended or terminated. If such a transaction is completed, we are under no obligation to honor the same type of transaction on future occasions.

**d. Inappropriate Use of Card for Account Transactions Other Than HSAs/MSAs.** You understand that if you use the Card for non-Eligible Expenses in connection with an Account other than an HSA/MSA, you have violated this Agreement and your obligations under the Account Documents. You understand and agree that your Card may be immediately suspended or revoked for failure to comply and you must immediately repay your employer for such expense in accordance with the employer’s repayment methods. Repayment methods include, but are not limited to, a payment by personal check, an electronic funds transfer from your personal checking or savings account initiated by you or us, or an off-set adjustment from other Eligible Expenses whether or not originated as a Card transaction. Moreover, if you use the Card for non-Eligible Expenses, you will be liable for any taxes, penalties and other expenses payable under applicable law, as well as any expenses that we or the employer may incur as a result of such impermissible use.

**e. Inappropriate Use of Card for HSA/MSA Transactions.** You understand and agree that your use of the Card with respect to the HSA or MSA will be consistent with the requirements of the Custodial Agree-

ment and Internal Revenue Code Section 223 (for HSAs) or 138 (for MSAs). You are solely responsible for monitoring your use of your Card with respect to your HSA/MSA. If you use the Card to access HSA/MSA funds for non-Eligible Expenses, you may be subject to adverse tax consequences. We are not responsible for determining whether expenses paid or reimbursed through your HSA or MSA are Eligible Expenses.

**f. Merchant Acceptance of Your Card.** We have no liability or responsibility if, for any reason, your Card or Card number is not honored for all or part of a transaction at any establishment or the Merchant fails to abide by the applicable network rules and regulations when accepting your Card.

**g. Bank Compensation.** The Bank does not charge you a fee for using the Card. However, you acknowledge and agree that, as with other types of debit cards we issue, the Bank may receive certain compensation relating to your Card use pursuant to our participation in various payment networks or from other third parties involved in the processing of debit card transactions. Such compensation may vary and is established by the networks or agreements among the parties involved.

#### **Documentation of Transactions:**

**a. Receipts.** When you use your Card, the Merchant usually gives you a copy of the sales slip or other form of receipt. You agree to retain all invoices and receipts for Eligible Expenses and to submit these documents for review upon request to the employer (or its designee) and/or the IRS. Any amounts accessed through the Card for which you do not provide a receipt or invoice upon request will be deemed to be for non-Eligible Expenses. Neither the issuance of the Card nor its acceptance by a Merchant is a guarantee of coverage under the Accounts.

**b. Statements and Online Services.** We generally send you a quarterly or monthly Account statement, except we reserve the right not to send a statement if there are no transactions in a given quarter or month. Your statement lists each transaction and the date it was posted to the Account. The posting date may be different from the date on your receipt, which shows the date you conducted the transaction. You may also view your Account transactions (including but not limited to HSA transactions) online at the participant portal web address referenced on the enclosed card carrier.

#### **Transaction Rules - Miscellaneous:**

**a. Pending Transactions and Pre-authorization Holds.** Pending transactions are debits and credits that have not yet posted to your Account, and any pre-authorization holds (described further below). We may debit or place a hold on your Account for a debit transaction either on the day it is presented to us for payment by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier. Card transactions may take several business days to post. Even if we provisionally post pending transactions to your Account during the day, we may treat them as if we received all of them at the end of the day and process them in any order we choose. We do not process transactions based on the order in which they occurred or are received. If a merchant or another financial institution requests an authorization for a transaction you want to conduct (a pre-authorization request), we may place a hold on your Account for the amount of that pre-authorization request. Some Merchants may request pre-authorization of an amount either higher or lower than the actual transaction amount which ultimately posts to your Account. While we place a hold on the pre-authorized amount, your Account will be debited only for the actual transaction amount when the transaction is processed. While the hold remains on your Account, the balance available for some types of subsequent withdrawals (including additional card authorizations) may be reduced by the amount of the hold. With respect to HSA or MSA transactions, the hold will not prevent the pre-authorized transaction from overdrawing your Account if sufficient funds are no longer available when the actual transaction is posted to your Account. We are not responsible for damages or losses of any type, including wrongful dishonor, if any transaction is not authorized or paid because of a hold. We will remove a

hold from your Account when the actual transaction amount is debited from your Account or up to three business days after the pre-authorization request, whichever occurs sooner.

**b. Refunds, Stop Payments and Merchant Disputes.** You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a Merchant gives you a refund for a purchase made using your Card, the refund is made on a credit voucher and will appear on your next statement. You may not place a stop payment on any Card purchase transaction. You must settle any disputes you have about goods or services you purchase using your Card directly with the Merchant. If a Merchant misrepresents the quality, price, or warranty of goods or services, we are not liable to you for any damages or losses that result from such misrepresentation.

**c. Recurring Preauthorized Payments.** Recurring preauthorized payments occur when you authorize a Merchant to automatically initiate a payment using your Card on a recurring basis. If we issue you a new or replacement Card with a different number and/or expiration date, we may (but are not obligated to) provide your new Card number and expiration date to a Merchant with whom you have set up a recurring preauthorized payment.

• **Stopping recurring preauthorized payments.** To stop payment on a single payment in a series of recurring preauthorized payments, discontinue a recurring preauthorized payment entirely, or if your Card or the account to which it is linked is closed, you should contact the Merchant, allowing adequate time for the Merchant to cancel the payment and for us to implement the cancellation request (which typically may take up to several days). We are not responsible for any failure by a Merchant to stop a payment or for your failure to notify the Merchant in time to stop any given payment.

**d. Foreign Transactions.** If you purchase goods or services with your Card in a currency other than US Dollars, Visa will convert the charge into a US Dollar amount which will be deducted from the applicable Account(s). The applicable conversion rate will be the rate in effect on the processing date, which may differ from the rate on the date of the transaction. The currency conversion exchange rate is (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives; or (2) the government-mandated rate in effect for the applicable central processing date; plus in each instance an International Transaction Fee determined by us and reported on your statement as a separate charge for each converted transaction. The International Transaction Fee is 3% of the US Dollar amount for purchases of goods or services.

**e. Dollar Limits and Other Restrictions on Transactions.** We may apply a limit to the amount you are authorized to access from your Account(s) during each day by using your Card. Unless we notify you otherwise, your limit is the maximum available balance in the Account(s) from which the expense is eligible for payment or reimbursement at the time the transaction request is made (with regard to an HSA, the available balance is calculated pursuant to our funds availability policy set forth in the Custodial Agreement). For security purposes, we may place other restrictions on your use of the Card from time to time. We may decline any transaction if it appears to us to be suspicious for any reason.

**f. Overdrafts/Deficits.** When you do not have enough available funds in the applicable Account(s) to cover a transaction, we will typically refuse a Merchant’s request for an authorization and the attempted transaction will therefore not be completed. However, occasionally such a transaction may be completed, despite the lack of sufficient funds. In the case of Accounts other than HSAs/MSAs, you are responsible for repaying the employer (or its designee); or in the case of an HSA/MSA, you are responsible for repaying us. If an HSA/MSA transaction is rejected for insufficient funds or your HSA/MSA is overdrawn, you may also be charged a fee in accordance with the custodial agreement.