

or questions about the Card Account transactions you will need to tell us: a) Your name and the 16-digit Card number; b) A description of the transaction(s) including the date and dollar amount; and c) Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the Card Account. If we decide there was no discrepancy, we will send you a written explanation.

**Contact Regarding Transaction Qualification.** All questions about whether a transaction is qualified to be made with the Card must be directed to your Plan Service Provider using the customer service contacts provided in this Agreement.

**Issuer Rights and Liabilities.** The Card(s) issued to you remain the property of the Issuer. You agree to sign the Card as soon as you receive it, and to surrender the Card to the Issuer or the Plan Service Provider upon request. Neither the Issuer nor the Plan Service Provider is responsible for the quality of goods or services purchased in a transaction, except to the extent any liability may be specifically imposed by applicable law. Neither the Issuer nor the Plan Service Provider shall have any liability if any Visa merchant or anyone else does not honor the Card, or if a merchant is unable to obtain an authorization with respect to any requested transaction or for the failure to complete any transaction. The Issuer shall not have any liability for any failure by the Plan Sponsor or Plan Service Provider to provide you with required disclosures, account information or other customer service, even if those responsibilities are referred to in this Agreement or any failure to comply with the responsibilities of a custodian or trustee under the Internal Revenue Code, as amended. **YOU AGREE THAT ANY LIABILITY THAT THE ISSUER OR THE PLAN SERVICE PROVIDER MAY HAVE TO YOU, AS A RESULT OF A FAILURE TO COMPLETE A TRANSACTION SHALL BE LIMITED TO THE FULLEST EXTENT THAT SUCH LIMITATION OF LIABILITY IS PERMISSIBLE UNDER APPLICABLE LAW, AND SHALL NOT INCLUDE ANY INDIRECT OR CONSEQUENTIAL DAMAGES.**

If the Issuer or Plan Service Provider does not complete a transaction from the applicable Reimbursement Account on time or in the correct amount you may have a right to recover your proximately caused direct losses or damages, subject to certain exceptions.

**Confidentiality.** We may disclose information to third parties about the Card or the transfers that you make from it:

- Where it is necessary to service the Card;

- In order to verify the existence and condition of the Card for a third party, such as a merchant or bank;
- For security purposes, fraud deterrence, and when necessary to prevent identity theft;
- In order to comply with government agency or court subpoenas and/or orders;
- If you give us your written permission; or
- In accordance with the Card's Privacy Statement.

**Suspension/Termination.** Your Plan Sponsor and/or you have the right to suspend or terminate a Card. We may suspend, revoke, or terminate it at any time in our sole discretion. For example, we may suspend, revoke or terminate the Card if we believe someone may or could be using it for fraudulent transactions or illegal activity, or if there is a dispute over the underlying Funds, etc. Cards remain our property and shall be surrendered by you upon our request. The Card will be suspended if you (or an individual authorized by you) fail to use the Card in the manner it was intended. You will receive notification telling you why the Card is suspended and giving corrective instructions to reverse the suspension. A suspended Card can be reactivated after you take corrective action. The Card may be suspended for inappropriate and/or abusive transactions including, but not limited to, purchase of clearly non-eligible products or services, purchases for ineligible individuals, providing Card access to inappropriate individuals, or delinquent claim submission to document transactions, and failure to make necessary fund replacements in your Reimbursement Account.

The Card will be terminated if you lose eligibility status for your Reimbursement Account. Such a status change may include an employment status change or your Plan Sponsor no longer offering such accounts. We may also terminate the Card at the request of your Plan Sponsor if you (or an individual authorized by you) repeatedly fail to use the Card in the manner it was intended. You will receive notice if the Card is terminated.

**Miscellaneous.** You may determine your Reimbursement Account balance by calling **866-758-6119** or logging in to your account at [www.carefirst.com/myaccount](http://www.carefirst.com/myaccount). Unless terminated pursuant to this Agreement, the Card will expire on the last day of the month shown on the front of the Card.

We may transfer, sell, or assign our obligations with respect to the Card and under this Agreement. You may not transfer, sell or assign your rights with respect to the Card or under this Agreement.

We are not responsible for any goods or services you purchase with the Card.

**English Language Controls.** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**Arbitration.** Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) the Cards of any additional cardholders designated by you; iv) your acquisition of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards,

as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; 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 as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://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 the Card, or any amounts owed on the 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. CALL 866-758-6119 TO MAKE ALTERNATE FUNDING ARRANGEMENTS.**

This Cardholder Agreement is effective 04/01/2018

## Benefits Card - Cardholder Agreement

### IMPORTANT – PLEASE READ CAREFULLY

#### Terms and Conditions / Definitions for the BlueFund® Visa® Debit Card

This Cardholder Agreement ("Agreement") outlines the terms and conditions for the BlueFund Visa Debit Card ("Card"). Review this Agreement before accepting it which will occur through either signing or activating the Card. The Card has been issued to you by The Bancorp Bank, Wilmington, Delaware ("The Bancorp Bank", "We", "us", or "Issuer"). The Issuer is an FDIC insured member institution. In this Agreement "you", "your" and "yours" refer to the authorized person who has received the Card. "Plan Sponsor", if applicable, means your employer or the association sponsoring your benefit plan ("Benefit Plan"). "Plan Service Provider" refers to MII Life Inc. d.b.a. Further as plan administrator or custodian, as applicable. This Agreement governs the relationship between you and us regarding the Card, our services related to the Card, and funds accessed using the Card ("Funds"). Benefits are linked to a reimbursement account ("Reimbursement Account"), which will be associated with at least one of the following funded programs (each, a "Funded Program"): a Health Savings Account ("HSA") or a Voluntary Employees' Beneficiary Association ("VEBA"); or notional programs (each, a "Notional Program"): a Health Reimbursement Arrangement ("HRA") or a Flexible Spending Account ("FSA"). The types of benefits that are available to you under your plan documents, the limitations on those benefits, and the qualifications to participate in the Benefit Plan, are governed by other documents, including plan documents that your Plan Sponsor has provided to you. We are not a party to the Benefit Plan or those other plan documents. We are not a fiduciary with respect to the Benefit Plan and are not responsible for the plan documents or the administration of your Benefit Plan.

Please read this Agreement carefully and keep it for your records. Write down the Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. You agree to be bound by this Agreement and any future amendments to any terms and conditions herein. We can delay enforcing our rights under this Agreement without losing them.

**The Card.** The Card is a limited access device that can be used only at qualified locations (as set forth in the applicable Benefit Plan documents) where Visa® debit cards and/or STAR® debit cards are accepted. The balance of any Reimbursement Account related to a Funded Program is maintained in an account for you at MII Life, Incorporated, d.b.a. Further, as custodian and/or Plan Service Provider. The balance of any Reimbursement Account related to a Notional Program is held in an account administered by the Plan Service Provider and maintained by your Plan Sponsor. Except with respect to any Reimbursement Account for a Funded Program, the Card is not connected in any way to any checking, savings, or bank account. The Card is NOT a credit card. You may use the Card to pay for qualified expenses at selected retail and service establishments that have agreed to accept the Card and are equipped with a point-of-sale terminal that can process Visa debit card transactions and/or STAR debit card transactions. Selected health care

merchants may include vision, dental, hearing and medical clinics, hospitals, drugstores, medical laboratories, medical equipment, or other medical establishments offering health-care services. Qualified expenses for a Reimbursement Account are determined by applicable law, rules and regulations, as well as any plan documents provided by your Plan Sponsor, where applicable.

If you permit someone else to use the Card, we will treat this as if you have authorized this person to use the Card and you will be responsible for any transactions initiated by such person with the Card. Upon any purchase via a point-of-sale terminal, mail order, telephone order or other purchase transaction, the balance of your Reimbursement Account will be reduced by the amount of such purchase as applicable, or as determined by your Plan Service Provider. Your balance will also be reduced with any preauthorization “hold” a merchant sends us until the merchant sends us the final payment for your purchase. It may take up to seven days for the hold to be removed.

The use of the Card to purchase goods and services from merchants is treated as a claim against your Reimbursement Account as appropriate. You may use the Card only in the manner and for the purposes authorized by this Agreement and the rules and regulations, which apply to your Reimbursement Account. You are entitled to receive a receipt for each point-of-sale transaction originated by use of the Card. You do not have the right to stop payment on any point-of-sale transaction originated by use of the Card. You are responsible for all transactions initiated by use of the Card. You may be required to substantiate your point-of-sale transactions to comply with the Internal Revenue Service (“IRS”) and Treasury regulations.

Any entity honoring the Card may choose or be required to obtain approval or authorization for any transaction. An authorization may be declined for any number of reasons, including, but not limited to, having an insufficient available balance or exceeding an applicable dollar limitation. After any purchase at a participating merchant, the amount available on the Card shall decrease by the amount of such withdrawal or purchase or by the amount of any debit hold requested by a merchant. We may process a transaction even if we have not authorized it, but that does not mean we will process or authorize the same type of transaction again. We may restrict access to or suspend the Card if we notice excessive use of the Card or other suspicious activities. We may reinstate access once we have rectified any problems. You are responsible for all authorized transactions initiated by use of the Card. We will not make cash refunds on purchases. Any merchant credit vouchers for returns or adjustments will be credited to your Reimbursement Account when received by us. You must handle any claim or defense for purchases directly with the merchant or other business establishment that accepts the Card; and you must pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**Non-Visa Debit Transaction.** We allow non-Visa debit transactions. At certain merchant locations, you may have the option to process your debit card transaction as a Visa transaction or a STAR transaction; and for STAR transactions, a PIN may not always be required. Merchants are responsible for providing you with a clear way of choosing to make a Visa debit transaction if they support Visa transactions. Please be advised that should you choose to use the STAR network when making

a transaction, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the STAR network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions. Examples of the type of action that you may be required to make to initiate a Visa debit transaction include signing a receipt or using Verified by Visa® over the Internet. Examples of the type of action that you may be required to make to initiate a non-Visa debit transaction include using a PIN, or authorizing a payment directly with a biller where your identity is verified through a means other than use of a PIN.

**Availability of Funds.** You acknowledge and agree that the amount available by use of the Card is limited to the amount available in your Reimbursement Account. Each time you use the Card, we will debit the amount of the transaction and any applicable fees or charges from the appropriate available balance on the Card as determined by your Plan Service Provider. If you believe that a transaction was deducted from the incorrect plan account, contact your Plan Service Provider. Any individual purchase or series of purchases may not exceed the available balance on the Card. If, however, a transaction does occur that exceeds the appropriate available balance(s) on the Card, you agree to have the amount of the overdraft (and applicable fee) deducted from any amount subsequently loaded to the Card. A transaction presented for authorization may be denied if it exceeds the appropriate available balance(s) on the Card or if there is a dispute over the Funds.

**Foreign Transactions.** This card may be used in the U.S. and District of Columbia everywhere Visa debit cards are accepted. The card may not be used at any merchant, including Internet and mail or telephone order merchants, outside of the U.S. or the District of Columbia. All foreign transactions will be declined.

**Transfer Types and Limitations.** Each day you may spend up to the balance of your Reimbursement Account, your Reimbursement Account is also reduced by other claims against the applicable account.

**Personal Identification Number.** You will not receive a Personal Identification Number (“PIN”) with the Card. However, you may contact your Plan Sponsor or Plan Administrator 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 the 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 your Plan Administrator immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**Certification.** Each Card transaction is a claim against your Reimbursement Account as appropriate, and all applicable IRS, Treasury and Plan Sponsor rules and regulations governing your account apply. Therefore, you may only use this Card to purchase

eligible services and products for you and, if applicable, your spouse or a qualifying individual that you are entitled to claim as a dependent. Furthermore, you may only use this Card to pay for services or products that you are responsible for paying for which you have no other insurance coverage or reimbursement. When you (or an individual authorized by you) use this Card you accept responsibility to repay your Plan Sponsor or reimburse your HSA for ineligible transactions against your Reimbursement Account. If you fail to repay your Plan Sponsor for such amounts, you authorize your Plan Sponsor (to the extent permitted by law) to collect from you personally or withhold such funds from your pay or any other amounts due to your Plan Sponsor including any taxes, fines, surcharges or penalties that may be assessed for the use of the Card for ineligible services or products. You also understand that the Card may be immediately suspended and/or permanently terminated for failure to pay such amount.

**Documentation Requirements.** Supporting documentation should be retained for all transactions. For Reimbursement Accounts connected with an HSA, you are responsible to provide this supporting documentation to the IRS in the event you are audited. Under IRS and Treasury regulations, all other payments from your Reimbursement Account require your Plan Service Provider to obtain third-party substantiation of the transactions. Some transactions will be electronically substantiated and will not require you to submit documentation after the purchase. Those transactions that cannot be electronically substantiated will require you to submit documentation to the Plan Service Provider. You are responsible for meeting any documentation requirements. Failure to meet documentation requirements could result in Card suspension or termination. Ask your Plan Service Provider for examples of electronic documentation and further instructions.

**Repayment.** You understand that if you use the Card to purchase an ineligible expense, as determined by the Plan Service Provider, the IRS, or any other party having authority, you have violated this Agreement and/or your obligations under your Benefit Plan. You are also required to repay your Reimbursement Account if a transaction is not electronically or manually substantiated in a timely manner. Your Plan Sponsor will provide you with information about your repayment obligations. Except with respect with a Reimbursement 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 the Card may be immediately suspended or terminated for such failure to comply. Distributions from a Reimbursement Account associated with a HSA must be for or supported by qualified medical expenses. Otherwise, either the Reimbursement Account must be repaid or the Plan Service Provider 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.

**Amendment or Cancellation.** We may amend or change any part of this Agreement or add or remove requirements at any time. If we do so, we will give you notice if required by law of such amendment or change by sending a notice to you at the last address we have for you in our records. However, if the change is made for security purposes we can implement it without prior notice. We may, at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or

permanently suspend your right to use the Card.

**Notices.** All notices shall be deemed given when sent by us to the last address we have for you in our records either electronically or mailed per your account profile with the Plan Service administrator.

**Applicable Law.** Applicable federal laws, rules and regulations shall govern this Agreement. To the extent federal law is not applicable, the laws of the State of Delaware shall govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

**Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver on any other occasion.

**Severability.** The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

**Business Days.** For purposes of this Agreement, our business days are any day that is not a Saturday, Sunday, or Federal Holiday.

**Customer Service.** You are required to review your balance and transactions at least monthly by logging in to your account at [www.carefirst.com/myaccountor](http://www.carefirst.com/myaccountor) by calling **866-758-6119**. Customer Service agents are available from 6 AM to 7 PM Eastern Time Monday thru Friday and Saturday and Sunday from 9 AM to 5 PM Eastern Time except holidays. All calls with Customer Service agents are recorded and may be monitored for quality assurance or as required by applicable law.

**Your Liability for Unauthorized Transfers.**  
**In case the Card is lost or stolen or the Card is used without your authorization, contact Further AT ONCE. Telephoning 866-758-6119 is the best way to minimize your possible losses.** If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from your Reimbursement Account without your permission, contact Further at 866-758-6119 or at [carefirst@hellofurther.com](mailto:carefirst@hellofurther.com), or you may write to Further at the following address: Attn: Lost/Stolen Dept., Further c/o CareFirst, P.O. Box 64193, St. Paul, MN 55164-0193. Under Visa Core Rules, your liability for unauthorized Visa debit transactions on the Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use. If the Card has been lost or stolen, we will close the Card Account to keep losses down.

**Information About Your Right To Dispute Transactions.** In case of a discrepancy or questions about the Card Account transactions, telephone 866-758-6119 or write to Further c/o CareFirst, P.O. Box 64193, St. Paul, MN 55164-0193, as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by calling 866-758-6119 or writing to Further c/o CareFirst P.O. Box 64193, St. Paul, MN 55164-0193. In case of a discrepancy