

# nbkc bank HEALTH SAVINGS ACCOUNT CONSUMER DEPOSIT AGREEMENT

***IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.***

**"CUSTOMER SERVICE" CONTACT INFORMATION:**

Mailing Address and Support Email: 54 King St, New York, NY 10014;

Support Email: [support@starshiphsa.com](mailto:support@starshiphsa.com)

Website: [www.starshiphsa.com](http://www.starshiphsa.com)

Customer Service Phone Number: (415) 662-0381

This agreement contains the Health Savings Consumer Deposit Account Agreement (the "Agreement") related to the interest-bearing demand deposit account ("Account") made available to eligible consumers by nbkc bank, a bank chartered under the laws of the state of Kansas ("Bank"), member of the Federal Deposit Insurance Corporation ("FDIC") on behalf of Brighter Financial, Inc., dba Starship ("Platform"), the program partner responsible for managing the Account and providing customer service to you. "You", "your," and "Account Owner" refer to the owner of the Account.

Depending on availability, you may submit a request to open the Account at the Platform's website (the "Website") by visiting the Website or by using the Platform mobile banking application (the "Mobile App"). Bank may refuse to process any transaction(s) that Bank believes may violate the terms of this Agreement or applicable law.

Bank's privacy policy is available at <https://www.nbkc.com/security/privacy-policy> and is considered part of this Agreement.

Bank's business days are Monday through Friday, excluding federal holidays.

## **1. DESCRIPTION OF YOUR ACCOUNT**

### **1.1 Account Eligibility**

The Account is available to consumers who are citizens or permanent residents of the fifty United States ("U.S.") and the District of Columbia who are at least 18 years of age, 19 in Alabama and Nebraska, and 21 in Mississippi and Puerto Rico with a valid Social Security number or Tax Identification Number. You must agree to accept electronic, rather than paper statements. Your acceptance of electronic statements means; (i) you must keep Bank and Platform supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

Bank may use information from third parties to help Bank determine if it should open your Account.

## **1.2 Important information about procedures for opening a new Account**

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, BANK WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW BANK TO IDENTIFY YOU. BANK MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

## **1.3 The Account**

The Account is a tax preferred Health Savings Account (HSA) that you agree: a) you are eligible to open and maintain, b) to notify Platform and Bank when you are no longer eligible to maintain, c) will be used for contributions, distributions, and earnings for qualified medical expenses or as allowed by law as defined by the Internal Revenue Service ("IRS") (see, e.g., IRS Publication 969), and d) you will execute and comply with the terms and conditions in this agreement. Consult your tax advisor about the tax treatment of contributions, distributions and earnings.

## **1.4 Titling and Ownership**

An Account may only be owned and titled in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds. The Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

## **1.5 Death or Incapacitation**

You or your appointed party, designee, or appointed individual agree to notify Bank promptly if you become legally incapacitated, are deemed incompetent, or die. Bank will continue to accept deposits and process transaction instructions into and from your Account until Bank: (i) is notified of your death or adjudication of incompetency and (ii) have a reasonable opportunity to act. You agree that, even if Bank has knowledge of your death it may pay or process transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. Bank may require additional documentation to confirm any claims made on the Account.

## **1.6 Power of Attorney**

Bank may, but is not required to, honor your orders and instructions to give another person authority to make transactions on your Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." Bank may refuse to accept a power of attorney for reasonable cause, and Bank may require the Agent to sign an affidavit stating that the power of attorney presented to Bank is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide Bank with any information if an affidavit presented to Bank is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify Bank in writing if the Principal dies or is declared incompetent. The

power of attorney will continue in force until (i) Bank receive written revocation from the Principal; (ii) Bank receives written notification of the Principal's death, or (iii) Bank receives written notification of the death or incapacity of the Agent.

### **1.7 Our Relationship With You**

This Agreement and the deposit relationship do not create a fiduciary relationship with Bank.

### **1.8 Indemnification**

At Bank's request, you agree to defend, indemnify, and hold harmless Bank and Bank's parents, subsidiaries, and other affiliated companies, Bank and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. Bank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

## **2. GENERAL RULES GOVERNING THE ACCOUNT**

The Account and your obligations under this Agreement may not be assigned. Bank may transfer our rights under this Agreement. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Bank does not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined 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 Kansas.

### **2.1 Account Funding with Direct Deposits**

Your account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The recipient's name on any direct deposit(s) Bank receives must match the name of the accountholder. Any direct deposits received in a name other than the name registered to the Account may be returned to the originator.

**IMPORTANT: IF YOUR ACCOUNT NUMBER CHANGES, YOU MUST IMMEDIATELY NOTIFY THE DEPOSITOR OF FUNDS. YOU MUST PROVIDE THEM WITH THE NEW ACCOUNT NUMBER TO ENSURE THAT THE FUNDS ARE PROPERLY CREDITED TO YOUR ACCOUNT.**

### **2.2 Problems That Could Occur with Deposits**

Overpayments and Reversals. If funds are deposited or transferred into your Account by mistake or otherwise, Bank may correct the situation by deducting the amount of the deposit from your Account without prior notice to you. If there are not enough funds in your Account at that time, your Account could become overdrawn. See Section 2.4 "No Overdrafts" and 2.5 "Right to Set Off" below for more information about what could occur if your Account has a negative balance.

### **2.3 No Deposits in Cash, Paper Checks or Foreign Currency**

Bank is not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by Bank.

- Cash - Bank does not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address Bank has for you on file.
- Paper Checks – Checks from previous custodians for an HSA Transfer will be accepted by mail. All other personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to Bank for deposit not from a previous custodian will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at Bank's discretion.
- Foreign Currency - Bank does not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address Bank has for you on file.

#### **2.4 No Overdrafts**

You are not permitted to overdraw your Account. If the available balance in your Account is insufficient to cover any payment or withdrawal you have authorized, Bank may refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with Bank, Bank reserves the right to exercise our right to set off. See Section 2.5 "Right to Set Off" below for details. If your Account has a negative balance for thirty (30) calendar days or more it will be closed. In the event you fail to pay the amount of any overdraft and Bank refers your overdrawn account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by Bank a result of your account being overdrawn.

#### **2.5 Right to Set Off**

If your Account balance becomes and remains negative, Bank can use the funds in any of your accounts to repay the amount owed on the negative balance Account without further notice to or demand on you. This means, Bank has the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with Bank. Further, you grant Bank a lien on and security interest in the funds on deposit in each of your account(s) as security for the entirety of your liabilities and obligations to Bank, now or in the future.

#### **2.6 Legal Processes Affecting Accounts**

If legal action such as a garnishment, levy or other state or federal legal process ("**Legal Process**") is brought against your Account, Bank may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Bank has first claim to any and all funds in your Account for your liability under this Agreement. Bank will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Bank determines to be appropriate in the circumstances without liability to you, even if any funds Bank may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Bank. You agree that you are responsible for any expenses, including legal expenses and fees Bank incurs due to any Legal Process on your Account. Bank may charge these expenses to your Account. You will indemnify Bank for any losses if Bank does this.

## **2.7 Account Inactivity and Escheatment**

An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and Bank may be required to send the balance in your Account to the state of your last known address. Bank will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state. For an Account with an international address, the funds will be transferred to the State of Kansas.

## **2.8 Consent to Use Electronic Signatures and Communications and Statements**

To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, "**Communications**") from Bank to you regarding your Account(s) and related services with Bank may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the Platform Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. Bank reserves the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying Bank of your decision to do so. To opt-out of your consent to receive Communications electronically, Platform will terminate your right to use the Platform Website and/or Mobile App or to obtain or maintain Platform Account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your Platform Account(s) and related services, to the extent permitted by law.

Except as expressly provided otherwise in this Agreement, Bank or Platform as Bank's agent will mail, send electronically, or otherwise make Communications available to you. Please review promptly all Communications Bank or Platform as Bank's agent delivers or makes available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the Platform Website and/or Mobile App. However, Bank retains printable versions of your account statements for seven (7) years, or longer periods as may be required by applicable law. You agree to give Platform notice of any change of your postal or email address.

## **2.9 Statements**

Statements will be sent to the email address you provided upon opening your Account, or will otherwise be made available to you on the Platform's Website or Mobile App on periodic basis at approximately monthly intervals if you have transacted on your account or quarterly if no transactions have occurred unless Bank specifies to you another interval period when you open your account or thereafter. The Account statement will describe each item by item number (where appropriate), amount, and date of debit or credit. If applicable to your Account, images of checks on your Account may be presented in the statements. If Bank complies with the foregoing provisions of this Section, you agree that the statement and items all have been made available to you in a reasonable manner. Bank will not be responsible for any indirect, special or

consequential damages under any circumstances for our inability to provide copies of checks. Our liability, if any, will not exceed the face amount of the check in question.

Electronic statements are available to view and print on the Website or Mobile App (if available). Account statements are considered to be correct. Carefully review your statement each statement cycle and notify Platform of any errors within sixty (60) days of your statement becoming available.

## **2.10 Special Rules for New Accounts**

Accounts open less than thirty (30) days may be limited in functionality. Direct deposits and other funds credits to your Account may be given provisionally for a reasonable amount of time. If the Platform also offers a Debit Card with your Account, you may also not be eligible to use certain features such as bill pay checks until the Platform Debit Card has been activated and the Account has been open for at least thirty (30) days. In addition, certain transfer limits may be lower during this time as indicated in the following Sections, 2.1 "Account Funding and 3 "ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS".

## **2.11 Bill Pay Via Checks**

If enabled by Platform for your Account, you will have access to the bill payments check feature (the "**Checks**") through the Mobile App or Website which allows you to authorize Bank to make bill payments on your behalf to third parties. You may not have access to the Checks until your Account has been open for a minimum of thirty (30) days.

To initiate a bill payment using the Checks, you must provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Account balance. Payments made using the Checks take the form of a paper check sent to the payee using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Check payments are processed daily by 3:00 pm CST. Check payments initiated after this time will be processed the next business day. Bank reserves the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, Bank or Platform as Bank's agent will notify you on or before the next business day.

Checks may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Check payment is returned for any reason, the payment will be voided, and the full amount credited to your Account the next business day.

Uncashed Checks: Uncashed Checks are voided after 180 days. Funds from voided checks will be credited to your Account after such time period.

Cancelling a Check Payment: You may cancel a single Check payment as long as it has not been presented for payment by contacting Customer Service. Funds from any cancelled check will be credited to your Account on the next available business day.

Liability for Failure to Stop Payment of a Check Payment: If you request cancellation of a Check payment within three (3) three business days or more before it is scheduled to be made, and Bank does not cancel it in time, Bank will be liable for your losses or damages.

## **2.12 Illegal Transactions**

You may not use your Account for online gambling or any illegal transactions. Bank may refuse to process any transaction that it believes may violate the terms of this Agreement or applicable law. You acknowledge and agree that Bank has no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

## **3. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS**

Your Account number and bank routing number can be used for preauthorized direct debits ("**ACH Debit(s)**") from merchants, internet service or other utility service providers ("**Merchants**") and for the purpose of initiating direct deposits ("**ACH Credit(s)**") to your Account.

Note: The recipient's name on any direct deposit(s) or ACH Credit(s) Bank receives must match the name on the Account. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator.

### **3.1 ACH Debit Transactions**

Cut-off Time - The cut-off time for scheduling next day ACH transfers is 3:00 PM CST. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 11:00 AM CST. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.

At the Bank's discretion, the amount of funds that can be transferred from your account per day may be limited.

### **3.2 Electronic Funds Transfer Services**

The following terms are used to describe Electronic Funds Transfer ("**EFT**") services. "Automated credits" or "direct deposits" are deposits made to your Account by electronic means. "Automated payments" indicate payments authorized by you to be made from your Account by electronic means.

When you authorize transfers to or from your Account, you agree to these terms and conditions.

#### *Types of Electronic Funds Transfers Available*

- You may arrange with another party, such as your employer or other financial institutions, or direct Bank via Platform, to electronically deposit funds on a one-time or recurring basis directly to your Account.
- You may arrange with another party, or direct Bank via Platform, to electronically withdraw funds on a one-time or recurring basis directly from your Account.

#### *Limitations on Transfers, Amounts and Frequency of Transactions*

- At Bank's discretion, the number and amount of transfers per day or month may be limited.
- Direct deposits are accepted into open accounts only. There are no limits to the number of direct deposits allowed.

*Right to Receive Documentation of Electronic Funds Transfers*

- Statements. You will have access to an electronic monthly statement that can be viewed on the Website or Mobile Apps (if available).
- Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, contact Platform at Customer Service to find out if the deposit has been made.

*Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So*

If you scheduled a one-time ACH transfer or recurring ACH transfers using a written authorization form, you may be able to cancel the transaction stop any of these payments. Here's how:

To stop a recurring ACH transfer you preauthorized through Platform and are unable to cancel the transaction on the Website or Mobile App, please call Customer Service to request cancellation of the recurring payment.

To stop payment, first try to cancel the transaction on the website or Mobile app; and, if you are unsuccessful, call or otherwise contact Customer Service. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific receiver of a transfer, you will be required to put your request in writing to Customer Service within fourteen (14) days after your notification to stop such payments. You will need to provide: the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be permanently stopped.

*Notice of Varying Amounts*

If the recurring ACH transfers you make might vary in amount, the Platform will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

**3.3 Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order Platform or Bank to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and Bank/Platform does not do so, Bank will be liable for your losses or damages.

**3.4 Your Liability for Unauthorized Transfers**



Contact Customer Service at once if you believe your Account number has been stolen. Telephoning is the best way to minimize your possible losses.

If you believe your Account number has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact Customer Service. If you notify Customer Service within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Account without your permission. If you do not notify Customer Service within two (2) business days after you learn of the loss or theft of your Account number and Platform can prove that it could have stopped someone from using your Account without your permission if you had promptly notified Customer Service, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify Customer Service at once following the procedures stated in the Section 3.6 below labeled "Information About Your Right to Dispute Errors". If you do not notify Customer Service within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Platform and/or Bank can prove that it could have stopped someone from taking value if you had notified Customer Service in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Customer Service, Platform and/or Bank will extend the time periods. If your Account number has been lost or stolen, Platform will close Account to keep losses down and issue you a new Account number.

If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

### **3.5 Bank's Liability for Failure to Complete Transactions**

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

- If through no fault of Bank, you do not have enough funds available in your Account to complete the Online Transfer;
- If access to your Account or linked account has been blocked after you reported your Account number or linked account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If Bank have reason to believe the requested transaction is unauthorized;
- If circumstances beyond Bank's control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that Bank has taken; or
- Any other exception stated in Bank's Agreement with you.

### **3.6 Information About Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions, requests for information about a transaction listed in the statement or receipt, or if you think your statement or receipt is wrong, contact Customer Service. Bank must allow you to report an error until sixty (60) days after the

earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date Bank sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to provide:

- Your name and Account number, email address associated with your Account and Account number (if any);
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, Bank or Platform may require that you send your complaint or question in writing within ten (10) business days.

Bank, or Platform on Bank's behalf, will determine whether an error occurred within ten (10) business days after hearing from you and will correct any error promptly. If Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this, your Account will be credited within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If Bank asks you to put your complaint or question in writing and you do not provide it within ten (10) business days, Bank may not credit your Account.

For errors involving new Accounts, point-of-sale transactions or foreign-initiated transactions, Bank may take up to ninety (90) days to investigate your complaint or question. For new Accounts, Bank may take up to twenty (20) business days to credit your Account for the amount you think is in error.

Bank will tell you the results within three (3) business days after completing the investigation. If Bank decides that there was no error, Bank will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting Customer Service. If you need more information about Bank's error-resolution procedures, call Customer Service, or visit the Website.

#### **4. GENERAL FUNDS AVAILABILITY POLICY**

Information contained in this section is provided to assist you in understanding the Bank's Funds Availability Policy. All deposits into accounts opened through the Bank are processed at a Bank processing facility. Bank makes funds available according to the type of deposit and when the funds are applied or credited to your Account. Some types of deposits may not be available for immediate use. When Bank delays the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and Bank will not use them to pay any debits, such as ACH transfers or payments, check payments or, if available, transactions using your Debit Card during the hold period. Bank has the right to refuse any deposit.

If final payment is not received on any item you have deposited into your Account, or if any direct deposit, ACH transfer credit is returned to Bank for any reason, you agree to pay Bank the amount of the returned item.

Policy is to make funds from your check deposits available to you on the same business day as the day Bank receives your deposit. Once the funds are available, you can withdraw them in cash

and/or Bank will use them to pay items presented for payment against your account. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit a before 5:00 PM Central Time on a business day that Bank is open, Bank will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM CT or on a day Bank is not open, Bank will consider that the deposit was made on the next business day Bank is open.

#### **4.1 Reservation of Right to Hold**

In some cases, Bank will not make all of the funds that you deposit by check available to you on the same business day as the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If Bank is not going to make all of the funds from your deposit available on the same business day, Bank or Platform will notify you by email or physical mail by the business day after Bank receives your deposit. Bank or Platform will also tell you when the funds will be available.

#### **4.2 Longer Delays May Apply**

Bank may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- Bank believes a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify you if Bank delays your ability to withdraw funds for any of these reasons, and Bank or Platform will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **4.3 Special Rules For Check Deposits on New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open for checks deposited into your account: Funds from deposits of the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the second business day after the day of your deposit. Funds from deposits of checks drawn on nbkc Bank will be available on the same business day as the day of the deposit. Funds from all other check deposits will be available by the ninth business day after the day of your deposit.

#### **4.4 Mobile Deposits**

There may be a delay between the time a deposit is made and when it will be available for withdrawal. Funds from deposits made via Mobile Deposit prior to 5:00 PM Central Time on a

business day that Bank is open will be delayed until the next business day. However, if you make a Mobile Deposit after 5:00 PM Central Time on a business day that Bank is open, Bank will consider that the deposit was made on the next business day Bank is open.

#### **4.5 Electronic ACH Same Day Availability**

Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Account.

ACH Credits received from an external bank account will be applied to the Account when Bank has verified the external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

#### **4.6 Electronic ACH Longer Availability**

Electronic transfers depositing into the Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank and/or Platform.

### **5. TRUTH IN SAVINGS DISCLOSURE**

This is an interest-bearing account. There is no initial deposit required to open an Account.

#### **5.1 Interest**

- **See “Schedule A - Rate Schedule” for interest rate and annual percentage yield (APY) information.**
- **Minimum Interest Requirements:** There are no minimum balance requirements to maintain the Account.
- **Interest Compounding and Crediting:** The interest on your account will be compounded daily and credited monthly. Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account.
- **Interest Accrual:** Interest on all transaction begins to accrue no later than the business day the deposit is applied to your Account and the funds are made available to you. Bank may accrue interest on your Account more frequently than it is paid or credited. The interest that has been calculated but not paid to the Account is called accrued unpaid interest.
- **Interest Rate Changes:** Platform and/or Bank has the right to change the interest rate and Annual Percentage Yield (APY) at any time and at Platform and/or Bank’s sole discretion. There is no limit to the frequency of interest rate changes.
- **Forfeit of Uncredited Interest:** If your Account is closed prior to the end of the statement cycle, any accrued interest earned, but not credited, for that cycle will be forfeited.

#### **5.2 Balance Methods**

As used in this Agreement, the “daily balance” method means “the application of a daily periodic rate to the full amount of principal in the account each day.”

## **6. HEALTH SAVINGS CUSTODIAL ACCOUNT AGREEMENT**

The account owner is establishing this health savings account (HSA) under section 223(a) of the Internal Revenue Code (IRC) exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents. The account owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. The account owner and the custodian make the following agreement:

### **6.1 Article I - Contributions**

The custodian will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (by an employer, family member or any other person). No contributions will be accepted by the custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution. Contributions for any tax year may be made at any time before the deadline for filing the account owner's federal income tax return for that year (without extensions). Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

### **6.2 Article II – Contribution Limits**

For calendar year 2019, the maximum annual contribution limit for an account owner with single coverage is \$3,500. This amount increases to \$3,550 in 2020. For calendar year 2019, the maximum annual contribution limit for an account owner with family coverage is \$7,000. This amount increases to \$7,100 in 2020. These limits are subject to adjustments after 2020. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA. For calendar year 2019, an additional \$1,000 may be made for an account owner who is at least 55 or older and not enrolled in Medicare. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, catch-up contributions are not subject to an excise tax.

### **6.3 Article III – Maximum Contribution Limits**

It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the custodian that there exist excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

#### **6.4 Article IV – Nonforfeitable**

The account owner's interest in the balance in this custodial account is nonforfeitable.

#### **6.5 Article V – Investment Limitations (see also Article XV)**

No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in IRC section 408(m). The assets of this account may not be commingled with other property except in a common trust fund or common investment fund. Neither the account owner nor the custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in IRC section 4975).

#### **6.6 Article VI – Distributions (see also Article XVI)**

Distributions of funds from this HSA may be made upon the direction of the account owner. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65. The custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the account owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

#### **6.7 Article VII – Payable on Death**

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

#### **6.8 Article VIII – Reporting Requirements**

The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS. The custodian agrees to prepare and submit any report or return as prescribed by the IRS.

#### **6.9 Article IX**

Notwithstanding any other article that may be added or incorporated in this agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional

article in this agreement that is inconsistent with section 223 or IRS published guidance will be void.

## **6.10 Article X – Amendments (see also Article XIII)**

This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance

## **7. MOBILE CHECK DEPOSIT**

### **7.1 Description of Service and Consent**

If enabled by Platform for your Account, Mobile check deposit ("**Mobile Deposit**") allows you to make deposits to your Account remotely by using the Mobile App to take a legible picture of the front and back of the negotiable check(s) and transmitting images of such instruments to Bank in compliance with Bank's requirements ("**Check Image(s)**"). If the Check Image is accepted for deposit, Platform will notify you electronically through the communication method(s) you have elected as preference ("**Electronic Notice**"). The Bank will then attempt to collect the item by presenting the image or converting the image into a digital representation of the original check ("**Substitute Check**"). Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. See Section 8.0 "Substitute Check Policy Disclosure" below for further information on Substitute Checks and Section 7.9 "Retention of Original Check" below for retention requirements. The manner in which Substitute Checks are cleared, presented for payment and deposited will be determined by the Bank, in Bank's sole discretion. Platform, acting as an agent of the Bank, may change, modify, add or remove functionality from Mobile Deposit at any time, with or without notice to you.

### **7.2 Mobile Deposit Eligibility; Termination of Account Relationship**

Platform, acting as an agent of the Bank, will determine whether you are eligible for the Mobile Deposit feature at their discretion or at the request of the Bank. Platform may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of Mobile Deposit, such actions may be used as a basis to terminate your Account.

### **7.3 Mobile Deposit Technical Requirements**

In order to use Mobile Deposit, you must have an Apple iOS or Android smartphone capable of installing and running the Platform Mobile App (see relevant app store details for specific hardware and OS requirements) that is additionally equipped with a camera capable of taking photos with at least a resolution of 1600 x 1200 pixels ("**2 Megapixels**"). Neither Bank nor Platform are responsible for any third party software you may need to use the Mobile Deposit service.

### **7.4 Fees**

There is no fee for depositing a check via Mobile Deposit. In the event a check you deposit using Mobile Deposit is returned by the bank upon which it was drawn (for any reason), there is also no fee. Please note that your mobile carrier may charge you for sending and receiving data to upload Check Images using the Mobile App. Please check your mobile service agreement for details on

applicable fees. The Bank reserves the right to charge fees for the Mobile Deposit service in the future.

### **7.5 Limits and Funds Availability**

Limits may be imposed on the dollar amount or number of deposits you make through Mobile Deposit, and Bank may change such limits at any time at Bank's discretion.

### **7.6 Prohibited Checks**

Bank may decline to accept any Check Image you submit through Mobile Deposit at Bank's sole discretion. You agree that you will not scan and attempt to deposit any of the following:

- Checks payable to any person or entity other than you (i.e., third party checks).
- Checks payable jointly to you and any other person (i.e. made out to 'John \*and\* Jane Doe').
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent.
- Checks that have been previously deposited at another institution via physical item, image or electronic funds transfer.
- Checks from financial institutions located outside of the United States;
- Checks that are not payable in U.S. dollars.
- Checks that are more than six (6) months old (i.e. stale-dated).
- Checks that are post-dated, or payable on a date in the future.
- Substitute Checks (a digital reproduction of the front and back of an original check).
- Remotely created checks (a check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature).
- Travelers' checks and savings bonds.
- Non-negotiable instruments, such as promissory notes.
- Starter checks or counter checks (checks from a teller window).

### **7.7 Third-Party Checks**

Third-party checks deposited through Mobile Deposit may be rejected. All Check Images submitted for deposit must be payable to you and not to a third-party. In the event a third-party Check Image is received, a Substitute Check will be returned to you through the U.S. Postal Service mail and the deposit will not be processed. Neither Platform nor the Bank will be liable for any Substitute Checks that may become lost in the mail.

Both Platform and the Bank reserve the right to reject a Mobile Deposit if it is made payable to the Bank and contains no means to identify the Account to which it should be credited.

### **7.8 Receipt of Check**

Neither the Platform nor the Bank is responsible for Check Images not received or dropped during transmission. A Check Image will be deemed received only when Platform provides you with Electronic Notice confirming receipt of the Check Image. After receipt of your Check Image is confirmed, the Check Image will be subject to review before it is submitted for deposit and may still be rejected for any reason at the discretion of Platform and the Bank. An Electronic Notice confirmation is not a representation, warranty or other indication that the Check Image will be



presented for deposit or will be honored by any collecting or paying bank. If Platform or the Bank rejects a Check Image received through the Mobile Deposit feature, you may contact the individual or company who issued the check, to request a new or reissued check be provided to you. If you do submit the original check for processing, Platform and the Bank reserve the right to refuse to process it and may instead require you to have the check reissued.

## **7.9 Retention of Original Check**

Once the funds from the Check Image have been credited to your Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the original check or any Substitute Check created from the original check for payment at any other financial institution. During this sixty (60) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check. You must make the original paper check available to Platform or the Bank for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims or for Bank's own audit purposes. Should you fail to produce the original paper check, you authorize Bank to deduct the amount of the check in question from your Account, regardless of whether such action may cause your Account to not have sufficient funds. Immediately after this sixty (60) day period, you must destroy the original paper check.

## **7.10 Endorsements**

You will endorse any check or other item submitted for deposit exactly as it was made payable to you. You warrant that all endorsements on items deposited to your Account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped or handwritten information. If you fail to do this, you may be required to reimburse Platform for losses incurred. For any check deposited as a Check Image through Mobile Deposit, you must endorse the check by signing or stamping the back and writing "**FOR MOBILE DEPOSIT ONLY** to Account #XXXXXXXXXX" or as otherwise instructed by Platform before you take a picture of the check. In the absence of endorsement, you authorize Platform or the Bank to supply any missing endorsements if items are made payable to you or your order and you have not endorsed them.

## **7.11 Presenting Checks More than Once**

Once you have used the Mobile Deposit service to deposit a check, you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through the Mobile Deposit service or by any other means with the Bank or any other financial institution. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank and Platform harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree the Bank may debit from your Account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your Account are insufficient to cover such amount, Bank shall debit the deficiency amount from any other of your account(s) with the Bank in its sole discretion.

## **7.12 Mobile Deposit Funds Availability**

Business Days and Cut-off Time: Bank is open Monday through Friday excluding federal holidays. Check Images received and accepted for processing prior to 5:00 PM CT on a business day that Bank is open are considered received as of that day. Otherwise, the Check Images will be considered the work of the next business day.

### **7.13 Use Warranties and Indemnification**

You warrant to the Bank and Platform that:

- You will only transmit eligible checks
- Images will meet the image quality standards
- You will not transmit duplicate checks
- You will not deposit or represent the original item

You agree to indemnify and hold harmless the Bank and Platform from any loss for breach of this warranty provision.

## **8.0 SUBSTITUTE CHECK POLICY DISCLOSURE**

### **8.1 Substitute Checks and Your Rights**

To make check processing faster, federal law permits credit unions and banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some, or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **8.2 Your Rights Regarding Substitute Checks**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that Bank withdrew the wrong amount from your account or that Bank withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal. The amount of your refund under this policy is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this policy, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after Bank received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after Bank received your claim. Bank may reverse the refund (including any interest on the refund) if Bank later is able to demonstrate that the substitute check was correctly posted to your account.

### **8.3 Making a Claim**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: nbkc Bank, 8320 Ward Parkway, Kansas City, MO 64114, 888.905.2165, or deposit.ops@nbkc.com. You must contact us within 40 calendar days of the date that Bank or mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include: (i) a description of why you have suffered a loss (for example, the amount withdrawn was incorrect); (ii) an estimate of the amount of your loss; (iii) an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and (iv) a copy of the Substitute Check.

## **9. DEPOSIT NETWORK SERVICE**

### **9.1 Introduction**

Please carefully read the complete disclosure in this Deposit Network Services section. By entering into this Agreement with Bank, you authorize Bank to offer and provide you a variety of services and products in conjunction with your Account held with Bank. From time-to-time, StoneCastle may provide you services whereby Bank will deposit your funds into other insured depository institutions through a deposit network program administered by a third-party service provider and held in custody by a third-party custodian (a "Deposit Network Service"). At any given time, all, none or a portion of the funds deposited into your Account may be placed into the Deposit Network Service and held beneficially in your name at other depository institutions which are insured by the Federal Deposit Insurance Corporation ("FDIC") and are participants in such Deposit Network Service. Bank utilizes the Deposit Network Service provided by StoneCastle Cash Management, LLC, a Delaware limited liability company ("StoneCastle"). As a part of its Deposit Network Service, StoneCastle has developed a network of FDIC-insured depository institutions located throughout the United States (each a "Network Bank" and together, the "Network Banks").

### **9.2 How It Works**

In the event funds from Account are deposited into Network Banks via the Deposit Network Service, Bank will deliver funds as your agent to a custody bank participating in the Deposit Network Service (the "Custodian Bank"). StoneCastle is responsible for directing the Custodian Bank to make deposits, in specific amounts, at one or more of the Network Banks. In the event Bank requests your funds to be returned from the Deposit Network Service to Bank, it will send notice to the Custodian Bank and StoneCastle. StoneCastle will then direct the Custodian Bank to make withdrawals, in specific amounts, from one or more Network Banks. The Custodian Bank will then return funds to Bank in the amount requested by Bank. You are not required or permitted to take any action with respect to the Deposit Network Services.

### **9.3 Network Banks**

StoneCastle has created, developed and manages a proprietary network of insured depository institutions, also referred to herein as the Network Banks, through which funds deposited by you

at Bank may be deposited into accounts at one or more of the Network Banks, along with funds from other persons. The use of the Deposit Network Services will not create a direct relationship between you and: (i) any of the Network Banks, (ii) StoneCastle or (iii) the Custodian Bank. StoneCastle, as agent of Bank, maintains records of the balance of each depositor beneficially held at each Network Bank.

#### **9.4 FDIC Insurance**

The FDIC is an independent agency created by the United States Congress that provides deposit insurance to depositors in commercial banks and savings institutions legally chartered to offer banking services in the United States. FDIC deposit insurance is backed by the full faith and credit of the United States government. FDIC deposit insurance covers the depositors of a failed FDIC-insured depository institution dollar-for-dollar, principal plus any interest accrued, through the date of a bank failure, up to at least the then current Standard Maximum Deposit Insurance Amount, or "SMDIA," as determined by the FDIC. As of July 17, 2019, the SMDIA is \$250,000. As a part of the Deposit Network Services, the amount of your funds deposited from your Account at any Network Bank will not exceed the then applicable SMDIA. As a result, assuming that you have no funds in any of the Network Banks, your funds would be eligible for extended protection through FDIC insurance once funds arrive at the Network Banks.

The Deposit Network Service allocates funds solely on data provided to it by Bank. Therefore, if you maintain funds at any of the Network Banks directly or through an intermediary, your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then-current SMDIA. In the event you have funds at any of the Network Banks, your deposit insurance coverage may be adversely affected, and your principal and any accrued interest may not be fully insured by the FDIC, even if the total amount deposited in that Network Bank through the Deposit Network Service is less than the SMDIA. Therefore, you may be subject to loss in the event of a failure of a Network Bank if the aggregate amount of your beneficial funds exceeds the SMDIA at such institution. To learn more about FDIC insurance please carefully review the information provided by the FDIC at: <https://www.fdic.gov/deposit/deposits>.

#### **9.5 Funds Availability**

The use of the Deposit Network Service will not modify the Funds Availability disclosure provided in this Agreement. Access to funds in your Account at Bank is governed solely by such funds availability disclosure and policy provided herein.

#### **9.6 Interest, Fees and Expenses**

You acknowledge you may not earn any net interest on balances beneficially held in Network Banks via the Deposit Network Service. In the event you have an account at Bank that is interest-bearing, interest will be posted to your account by Bank, subject to the then current Truth in Savings Act disclosures and other terms of the applicable Account. You acknowledge that Bank, StoneCastle and Platform may earn fees and other revenues paid by the Network Banks.

#### **9.7 Authorizations and Acknowledgements**

By entering into this Agreement, you authorize Bank to utilize the Deposit Network Services with respect to funds deposited into and withdrawn from your Account. In addition, you acknowledge

and authorize Bank to utilize StoneCastle as agent to provide Deposit Network Services. The Custodian Bank is authorized for all purposes to rely on instructions from StoneCastle with respect to the selection of Network Banks in which your funds are deposited. StoneCastle may use the services of one or more qualified Custodian Banks as it deems suitable for the purpose of fulfilling the role of custodian for the Deposit Network Services. In addition, you agree to the deposit of your beneficial funds in any Network Bank and acknowledge that you may not restrict the underlying placement of funds deposited into any particular Network Bank. You understand that your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then current SMDIA, and thus, you may be subject to loss in the event of a failure of a Network Bank.

## **10. OTHER AGREEMENT TERMS**

### **10.1 No Warranty of Availability or Uninterrupted Use**

From time to time, services related to the Platform and the Account may be inoperative. When this happens, you may be unable to access the Website or Mobile App, and you may be unable to use the Account or obtain information about the Account. Please notify Platform if you have any problems using the Account, Website, or Mobile App. You agree that, except as required by applicable law, Platform and Bank will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Platform or Bank be liable for extended interruptions due to failures beyond Platform or Bank's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

### **10.2 Limitation of Liability**

Except as required by applicable law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond Bank's control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, Bank's affiliates, and the parties with whom Bank contracts in order to offer your Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with Bank). Please refer to Platform's terms and conditions agreement for further information.

### **10.3 English Language Controls**

Any translation of this Agreement is provided for your convenience. The meaning of the 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.

### **10.4 Account Services**

For Account service assistance or additional information regarding your Account, please contact Customer Service via the Customer Service contact information provided above.

### **10.5 Telephone Monitoring/Recording**

From time to time Platform or Bank may monitor and/or record telephone calls between you and Platform or Bank to assure the quality of Platform or Bank's Account service team or as required by applicable.

## **10.6 Amendment and Cancellation**

Except as otherwise required by applicable law, Bank may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the Website, and any such amendment shall be effective upon such posting to the Website. The Agreement is also available on the Website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, Bank may implement it without prior notice.

Bank may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by contacting Customer Service to close your Account. Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to cancellation.

If your Account is cancelled, closed or terminated for any reason, you may request the unused balance be returned to you via ACH transfers to one of your external accounts on Bank's records or via check (unless notified otherwise in writing by Platform) to the mailing address Bank has in its records. If your Account is closed prior to the end of the statement cycle, any accrued interest earned for that cycle will be forfeited. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing an ACH refund or refund check. Allow fourteen (14) days for processing of such balance return. Bank may refuse to honor any checks issued on your Account which are presented to it for payment after your Account is closed. In the event the Platform's program is cancelled, closed, or terminated, Platform or Bank will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice. Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

**IMPORTANT: IF YOU TERMINATE YOUR RELATIONSHIP WITH PLATFORM, THE ACCOUNT WILL AUTOMATICALLY BE CLOSED. UPON CLOSURE, ANY REMAINING FUNDS IN THE ACCOUNT WILL BE RETURNED PER THIS SECTION.**

## **10.7 Confidentiality**

Bank may disclose information to Platform and other third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your Account for a third party.
- In order to comply with government agency, court order, or other legal or administrative reporting requirements.
- If you consent by giving Bank your written permission.
- To Bank's employees, auditors, affiliates, service providers, or attorneys as needed.
- Otherwise as necessary to fulfill Bank's obligations under this Agreement or as detailed in Bank's Privacy Policy.

## **10.8 No Warranty Regarding Goods or Services as Applicable**

Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

### **10.9 Survival**

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Account by either party for actions arising in connection with this Agreement or your Account(s).

### **10.10 Arbitration**

Any claim, dispute, or controversy ("Claim") between you and Bank arising out of or relating in any way to this Agreement, your Account, your Card, your acquisition of the Card or Account, your usage of the Card or Account, or transactions on the Card or Account, 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 in your state of residence at a location that is reasonably convenient for both parties.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.**

Bank will pay the initial filing fee to commence the arbitration.

You and Bank will have every remedy available in arbitration as you and Bank would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will 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 SHALL BE ALLOWABLE IN ARBITRATION.**

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card or Account, or any amounts owed on your Card or Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

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.

Solely for purposes of this Section 10.10 "Arbitration", "We" or "Us" shall mean Bank, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card or Account.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR ACCOUNT.**

**Schedule A  
Rate and Fee Schedule**

**A. RATE INFORMATION**

<b>Daily Balance</b>	<b>Interest Rate</b>	<b>Annual Percentage Yield (APY)</b>
\$0.01 - \$1999.99	0.01%	0.01%
\$2000.00 +	0.25%	0.25%

**B. FEE SCHEDULE**

You agree to pay the fees associated with the Account. Platform and/or Bank has the right to modify the fees and will provide notification of modifications in a reasonable manner. Platform and/or Bank may also charge additional fees upon thirty (30) days prior written notice. You agree that Platform and/or Bank may collect these fees through automatic debiting of the HSA or through another method at our discretion. You agree that Platform and/or Bank may deduct any reasonable expenses incurred in the administration of your HSA from your HSA. Additionally, Platform and/or Bank has the right to liquidate your HSA assets to pay such fees and expenses. These expenses may include professionals hired by Platform and/or Bank in connection with your HSA.

<b>Withdrawal via check for the following transactions:</b> <ol style="list-style-type: none"> <li>1. Close Account Distribution (excludes transfers to another HSA)</li> <li>2. Disability Distribution</li> <li>3. Excess Contribution</li> <li>4. Mistaken Contribution</li> </ol>	<b>\$25.00</b>
<b>Paper Statement via U.S. Mail</b>	<b>\$5.00</b>

Document effective March 19, 2020.