

Indiana University Prepaid Visa® Debit Card

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My Use-of-Card Promises – Effective for all Health Care Plan: For each Plan (“Plan”) in which you are enrolled to use the Indiana University Prepaid Visa® Debit Card (“Card”), you certify that you will only access your Plan Account for payment of qualifying expenses under that Plan. You acknowledge that you have received and reviewed guidelines on the expenses that are qualifying expenses under the Plan, and you agree to follow these guidelines. You also agree and affirm that any expense you pay with the Card will not be submitted (and has not been submitted previously) for reimbursement to any other Plan or program of benefit coverage. Further, you agree to save all invoices and receipts for any expense you pay with the Card and, upon request, to submit these documents to the Plan Administrator. Your Plan Administrator has been chosen by your employer to administer your flexible spending and/or health savings account(s).

You acknowledge that in order to process certain Card transactions it may be necessary to disclose information regarding your participation in the Plan to third party providers (such as benefits administrators that determine pharmacy and/or medical benefits under group health Plans) that are not processing transactions for your Plan. The information that would be disclosed would be limited to your name and/or your social security number or other unique identifier, and the effective and termination dates of your Plan. These third party service providers are contractually prohibited from both using and disclosing this information to others. You also hereby request that your group health and/or benefit program(s) provide WEX Health with your and your dependents’ claims data to assist your Plan Administrator in paying claims under the Plan.

You hereby request that we refrain from sending you annual privacy notices. You understand that the current privacy notice is available to you at any time by accessing it on the consumer portal or by calling your Plan Administrator at the telephone number printed on the back of the Card.

You agree and consent to the foregoing commitments and requests each time you use the Card or permit the Card to be used for payment. You understand that you may withdraw this consent at any time by calling the telephone number printed on the back of the Card, but if you withdraw your consent you will no longer be entitled to use the Card.

The promises, requests and consents above will be considered ‘My Use-of-Card Promises’, and you understand that your acceptance of these (by activation of the Card) and your reliance on them has created a binding contractual commitment on your part regarding your use of the Card. You also understand that you will renew and reaffirm My Use-of-Card Promises each time you use or permit the Card to be used for payment.

Effective for all FSA and HSA Plans: You hereby request that we refrain from sending you annual privacy notices. You understand that the current privacy notice is available to you at any time by accessing it on the consumer portal or by calling your Plan Administrator at the telephone number printed on the back of the Card.

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Indiana University Prepaid Visa Debit Card:

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Indiana University Prepaid Visa Debit Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the Indiana University Prepaid Visa Debit Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded into the Card Account on your behalf. The Card allows you to access benefit funds that have been established for you by your employer (“Employer” and “Plan Administrator”) in connection with certain employee benefit Plans (“Plan(s)”) and which are funded by you and/or your Employer.

You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the FSA Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

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. Please read this Agreement carefully and keep it for future reference.

Activate the Card: You may need to activate your Card before it can be used. Follow the instructions on the label affixed to the front of the Card for activation. You will need to provide personal information in order to verify your identity. If there is no label affixed to the front of your Card, your Card is active.

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

Dependent Cardholder: Your Plan Administrator may allow you to request additional Cards for eligible dependents. You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize. There may be a fee for requesting additional Card(s). Refer to your Plan documents for fee schedule.

Personal Identification Number: You may call 1-866-898-9795 and select a Personal Identification Number (“PIN”) for your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by

others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

Your Representations and Warranties: By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

Cash Access: Access to cash from an Automated Teller Machine (“ATM”), or a Point-of-Sale (“POS”) device may vary by Plan type. Please consult your Plan documents or contact your Plan Administrator to determine if your Card has cash access.

If your Plan does permit cash access, please note: ATM, and POS device owner-operators may impose their own fees on cash withdrawals.

Loading the Card: You may not load additional funds to the Card. Only your Employer or Plan Administrator may load additional funds to the Card.

Using the Card/Features for FSA and HSA Plans: The maximum amount that can be spent on the Card per day is the maximum value of the Card, which is the lesser of the value available in each Plan Account of the Card Account or \$10,000.00.

You agree to use the Card solely to pay for certain expenses (“Qualified Expenditures”) as defined under the terms of the Plan(s) accessed by the Card, as separately communicated by your Employer or Plan Administrator. Use of the Card for any other purpose is considered a “Non-Qualified Expenditure”. Each time you present the Card, you represent that the transaction is a Qualified Expenditure that is not reimbursable from any other source. If you use the Card for any purpose other than a Qualified Expenditure, you may be subject to taxes, penalties, fines or surcharges according to applicable federal and state law. Your Employer, the Internal Revenue Service (“IRS”) or any other competent jurisdiction will make the determination of Qualified Expenditures.

We have no responsibility to make such determination. If you use the Card for Non-Qualified Expenditures, you indemnify us and hold us harmless for any penalties or other consequences that may occur as a result of such use. If you use, continue to use or attempt to use the Card for Non-Qualified Expenditures, you may be assessed a penalty and/or the Card may be revoked. You agree to reimburse your Plan for Non-Qualified Expenditures. To the extent that you fail to reimburse your Plan, you authorize your Employer to collect from you personally, or withhold such Non-Qualified Expenditures, including taxes, penalties, fines or surcharges, from your payroll to the extent permitted by law.

You may use the Card to solely pay for Qualified Expenditures everywhere Visa® debit cards, Maestro cards, and Plus cards are accepted as long as you do not exceed the value available on the Card Account. Some merchants do not allow cardholders to conduct split transactions by using the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender. Any preauthorized amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. The Card cannot be redeemed for cash. You may not use the Card for illegal gambling or any other illegal transaction.

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

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. You may not make preauthorized regular payments from the Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

Non-Visa Debit Transactions: New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a Plus transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Plus network when making a transaction without a PIN, 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 Plus 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.

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

Returns and Refunds: If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The Issuer is

not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Card Replacement: You should write down the phone number and website on the back of the Card. If you need to replace the Card for any reason, please reference your Plan documents for contact information. You will be required to provide personal information which may include the Card number, full name, transaction history, copies of accepted identification, etc. If there may be a fee for replacing the Card, the amount of the fee will be disclosed to you in your Plan documents.

Expiration: Your Card will expire no sooner than three (3) years from the date of issuance. For specific expiration of fund details, refer to your Plan documents.

Transactions Made In Foreign Currencies: If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 2% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the fifty (50) United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

Receipts: You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

Card Account Balance: You are responsible for keeping track of the available balance of the Card Account. Merchants generally will not be able to determine your available balance. It's important to know the available balance before making any transaction. The available balance and transaction history will be made available to you in the consumer portal or from your Plan Administrator. You will not automatically receive paper statements.

Fee Schedule: All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount. You may be assessed an Annual Fee in connection with the Card. The fee would be disclosed in advance to you by your Employer or Plan Administrator and assessed upon activation of the Card. A Lost/Stolen Fee may be assessed if a new Card is reissued or replaced for any reason. This charge will be assessed as a "Lost / Stolen Fee" on the day the replacement Card is ordered and will be shown as such in the consumer portal. The amount of such charge will be disclosed in advance to you by your Employer or Plan Administrator. Any such Annual Fee or Lost/Stolen Fee may be assessed only by the individual Employer or Plan Administrator and is not assessed by the Issuer.

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

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

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

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

Your Liability for Unauthorized Transfers: Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call your Plan Administrator at the telephone number printed on the back of the Card (contact information can be found in Plan documents). Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, 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 and will send a replacement Card.

There may be a fee for requesting additional Card(s). Refer to your Plan documents for fee schedule.

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

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 Delaware except to the extent governed by federal law.

Amendment and Cancellation: Your Card will be terminated if you lose eligibility status for your Plan Account. Such a status change may include an employment status change or your Plan Administrator no longer offering such accounts. We may also terminate the Card at the request of your Plan Administrator 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.

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

Information About Your Right to Dispute Transactions: In the case of a discrepancy or questions about the Card Account transaction(s), call your Plan Administrator at the telephone number on the back of the Card (contact information can be found in Plan documents), or visit the consumer portal as soon as you can. You must contact your Plan Administrator and submit a dispute form 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 your Plan Administrator (contact information can be found in Plan documents) or by visiting the consumer portal.

In case of a discrepancy or questions about the Card Account transactions you will need to tell us:

- (1) Your name and the 16-digit Card number.
- (2) A description of the transaction(s) including the date and dollar amount.
- (3) 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. Our investigation may take up to one hundred and twenty (120) days from the transaction settlement date. 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.

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.

Customer Service: For customer service or additional information regarding the Card, please contact your Plan Administrator at the telephone number or website address printed on the back of the Card.

Telephone Monitoring/Recording: From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

No Warranty Regarding Goods or Services as Applicable: We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

Arbitration: Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Card Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) transactions on the Card, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

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

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

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

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

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

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of 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 YOUR PLAN ADMINISTRATOR AT THE TELEPHONE NUMBER PRINTED ON THE BACK OF THE CARD TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO ACCESS THE FUNDS ASSOCIATED WITH THE BENEFIT ACCOUNT.