

CARDHOLDER AGREEMENT

M-133402

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Capital Blue Cross Visa® Debit Card.

This document is the cardholder agreement (“Agreement”) containing the terms and conditions associated with the Capital Blue Cross Visa Debit Card (“Card”) issued by The Bancorp Bank, Wilmington, Delaware or its depository institution affiliate (“Bank”). The Bank is an FDIC insured member institution. “Plan Sponsor” refers to the employer or entity sponsoring a benefit plan (“Benefit Plan”). A Benefit Plan offered by the Plan Sponsor may be comprised of one or more of the following: Flexible Spending Account (FSA) Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) (individually and collectively referred to as the “Benefit Account”). The “Plan Administrator” refers to **MillLife Insurance, Incorporated db/a Further**. Further assists in the administration of the Benefit Plan or acts as custodian as applicable. The Card is used to access funds held in the Benefit Account. “You” and “your” mean the person or persons who receive the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuing Bank and the Plan Administrator, our affiliates, successors, or assignees.

The available type of Benefit Account, their limitations, and the qualifications needed to participate in the Benefit Plan, are governed by other documents, including documents the Plan Sponsor provides to participants. The Plan Sponsor or Plan Administrator determines which Benefit Accounts are available to each participant, their spouse and/or dependents. The Bancorp Bank is not a party to the Benefit Plan. The Issuing Bank is not a fiduciary with respect to the Benefit Plan and is not responsible for the content or enforcement of plan documents or administration of the Benefit Plan.

By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Benefit Account” means records maintained to account for the value of claims associated with use of the Card. This Agreement governs the relationship between you and us regarding the Card, and our services related to the Card, and funds held in the Benefit Account which are accessed through use of the Card. You acknowledge and agree that the amount of funds available for Card use is limited to funds that are loaded by the Plan Sponsor or Plan Administrator to the Benefit Account from the Benefit Account in order for you to complete the purchase of qualified goods or services from an eligible merchant.

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 account held by the Bank. The Card is not a credit card. The Card is not for resale. You will not receive any interest on funds in the Card Account. The Card is the property of the Issuing Bank 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 it is being used for business purposes. We may refuse to process any transaction 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 16-digit Card number (and the customer service phone number provided in your Benefit Plan or on the back of the Card) 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 reference.

My Use-of-Card Promises

For each Benefit Plan in which you are enrolled and intend to use the Card, you certify you will only use the Benefit Account to pay for qualifying expenses as defined by the Benefit Plan. You acknowledge that you received and reviewed guidelines regarding which expenses are qualifying expenses under the Benefit Plan, and you agree to follow those guidelines.

You agree and affirm that any expense paid for 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 for with the Card and, upon request, to submit those documents to your Plan Administrator. You acknowledge that in order to process certain Card transactions it may be necessary to disclose information regarding your participation in the Benefit Plan to third party service providers (such as benefits administrators in order to determine pharmacy and/ or medical benefits under group health plans). The promises, requests, and consents described above are considered “My Use-of-Card Promises,” and you understand that your acceptance of them (as demonstrated 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 renew and reaffirm the My Use-of-Card Promises each time you use or permit use of the Card.

You can review your balance(s) and transactions by logging onto your Benefit Account online at capbluecross.com/funds or by calling 1-877-293-7041.

Activate the Card

You must activate the Card before it can be used. Activate the Card by calling 1-800-531-6675. You will need to provide personal information in order to verify your identity.

Personal Identification Number

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

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

Authorized 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 such person. You are wholly responsible for use of the Card according to the terms and conditions of this Agreement.

Dependent Cards

The primary Cardholder may request additional Card(s) for another person(s) (“Dependent Card(s)”), but only if permitted by your Benefit Plan. You remain liable for any and all use of any authorized Dependent Card(s).

Your Representations and Warranties

By activating the Card or by retaining, using or authorizing use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information 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.

Repayment

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

Loading the Card

Only the Plan Administrator may load funds from the Benefit Account to the Card Account. You have access to the funds once the funds have been loaded. Personal checks, cashier’s checks, and money orders sent to the Bank are unacceptable forms of loading. All checks and money orders sent to the Bank for Card loading will be returned unless the full amount may be applied toward a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Bank.

Preauthorized Transfers

The Card cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers (“Merchants”). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant will not be made. You are not authorized to provide the combination of the Bank’s 9-digit bank routing number and the 16-digit Card number to anyone.

Using The Card/Features

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

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

require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

A preauthorization request places a hold on the corresponding available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the hold on the preauthorized amount will be removed. It may take up to seven (7) calendar days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

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

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 had used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on the 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, the amount of the transaction and any applicable fees, will be deducted from the appropriate available balance in the Benefit Account, as determined by your Plan Administrator. You are not allowed to exceed the available amount in the Benefit Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance, you shall remain fully liable for the amount of the transaction and any applicable fees. If you have more than one type of Benefit Account and you believe that the value of a Card transaction was deducted from the incorrect Benefit Account balance, contact your Plan Administrator as soon as possible.

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. Neither the Bank nor Plan Administrator are 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

If you need to replace the Card for any reason, please contact 1-877-293-7041. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc.

For information on replacing an expired Card, see the section below captioned “*Expiration*.”

Expiration

The Card expires no sooner than the “Valid Thru” date printed on the front of it. The Card will be cancelled if your eligibility for the Benefit Plan ends. You will not be able to use the Card after the expiration date or when your eligibility ends; however, in the case of an expired Card, you may request a replacement Card be sent at no cost to you by following the procedures in the paragraph captioned “*Card Replacement*.”

Receipts

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

Balance/Transaction History

You are responsible for keeping track of the available balance of the Benefit Account. Merchants generally will not be able to determine the available balance. It’s important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Benefit Account and obtain a sixty (60) day history of transactions by calling your Plan Administrator at the telephone number printed in your Benefit Plan documents or on the back of the Card. You also have a right to obtain a sixty (60) day written history of Card transactions by contacting your Plan Administrator.

Confidentiality

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

- 1) When it is necessary for completing transactions;
- 2) In order to verify the existence and condition of the Card for a third party, such as a merchant, the Plan Administrator, and the Plan Sponsor;
- 3) In order to comply with government agency, court order, or other legal 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 Card transaction on time or in the correct amount according to this Agreement, 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 in the Benefit Account to complete the transaction;
- 2) If a merchant refuses to accept the Card;
- 3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 4) If access to the Card has been blocked after you reported the Card lost or stolen;
- 5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 6) If we have reason to believe the requested transaction is unauthorized;
- 7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions we have taken;
- 8) If the Plan Sponsor did not add funds to your Card in a timely manner; or
- 9) Any other exception stated in this Agreement.

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 Benefit Account without your permission, call 1-877-293-7041 or visit capbluecross.com/funds. *Under Visa Core Rules, your liability for unauthorized Visa debit transactions made with the Card is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use.*

To keep losses down, we will block the Card if it has been reported lost or stolen and will send a replacement Card.

Other Miscellaneous Terms

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the website capbluecross.com/funds and any such amendment shall be effective upon such posting to that website. The current Agreement is available at capbluecross.com/funds. 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 termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

The Card will be cancelled if your eligibility for the Benefit Plan ends. Such a status change may include an employment status change, or the Plan Administrator no longer offers the Benefit Plan. We may also cancel the Card at the request of the Plan Administrator if you (or an individual authorized by you) repeatedly fail to use the Card in the manner it was intended. All notices shall be deemed given when sent by your Plan Administrator to the last address it has for you in its records either electronically or mailed per your account profile with it.

You will not receive notice if the Card is cancelled.

Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about Card transaction(s), call 1-877-293-7041 or write to Member Services at P.O. Box 982814, El Paso, TX 79998-2814 as soon as you can. You must call or write no later than sixty (60) calendar days after we posted the transaction(s) to the Card. You may request a written history of your transactions at any time by calling 1-877-293-7041 or writing to Member Services at P.O. Box 982814, El Paso, TX 79998-2814.

In case of a discrepancy or questions about Card transactions you will need to include:

1. Your name, the 16-digit Card number, and the last 4 numbers of the primary Cardholder's Social Security 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. 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. 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:

Member Services, P.O. Box 982814, El Paso, TX 79998-2814
1-877-293-7041

Customer Service agents are available to answer your calls:
Monday through Friday, 8 a.m. to 9 p.m. ET (holidays excluded)
Saturday and Sunday, 9 a.m. to 5 p.m. ET (holidays excluded)

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 Card funds; 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 1-877-293-7041 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO ACCESS THE FUNDS ASSOCIATED WITH THE BENEFIT ACCOUNT.

This Agreement is effective (04/2021)