

PO BOX 271129
Salt Lake City, UT 84127-1129

«PL001»
«PL002»
«PL003»
«PL004»
«PL005»
«PL006»
«PL007»

Enclosed is your Health Savings Account (HSA) Debit MasterCard®

Use your card to pay for a variety of health care expenses including doctor visits, prescription drugs, copays, vision and dental care, and other qualified medical expenses.

Plan, save and pay with your HSA.

Please sign the back of your card immediately.

[card affixed here]

Activate your Health Savings Account Debit MasterCard® today!

Follow these steps:

1. Carefully read the Cardholder Agreement printed on the reverse side of this mailer and keep it for your records.
2. Sign the back of your card.
3. Activate your card by calling the toll-free number on the card's activation label from the phone number on file. If you requested a card for an additional cardholder, a separate call must be made to activate the authorized user's card, and the card must be signed by the authorized user upon receipt.

Note: Your HSA card only works when sufficient funds are available in your HSA. You can check what phone number we have on file and your account balance by visiting the website or calling the toll-free customer service number printed on the back of your card. When you make an ATM withdrawal, select the checking option, not savings.

Important information:

- You may obtain a Personal Identification Number (PIN) during the activation process. You may access your account wherever MasterCard cards are accepted using signature or PIN.
- Prevent fraud! Do not write your PIN down. Keep your card in a safe place. Your card and PIN are for personal use only. No one else should have access to your card or card number. Never give your card to another person to perform a transaction.
- If your card is lost or stolen, immediately call the number listed in the Contact Information section of the Cardholder Agreement (see reverse side).

Cardholder Agreement

The following terms and conditions apply to the Card issued by Optum Bank, Inc. on your Account. You must sign your Card immediately upon receipt and before using it. Accepting, signing, activating, using, or permitting another person to use your Card or Card number, signifies (a) your assent to be legally bound by this Agreement and (b) your receipt of and agreement to be legally bound by the terms and conditions of the *Custodial and Deposit Agreement* which you received when you opened your Account.

DEFINITIONS. In this Agreement, the words “you,” “your” and “yours” mean the individual to whom a Card is issued to access funds in an Account. The words “we,” “our,” “us” or the “Bank” refer to Optum Bank, Inc. and our successors and assigns. “Agreement” means these terms and conditions, as they may be amended by the Bank from time to time. “Card” means the Health Savings Account Debit MasterCard® or other access device that is issued by the Bank under this Agreement in connection with your Account. “Account” means the health savings account (HSA) you have opened at the Bank, into which you or others have deposited or will deposit funds in connection with your HSA. “Additional Cardholder” means any third party authorized or appointed to access and use the Account (which third party will be considered your agent) and to whom you have requested that we issue a Card. “Business Days” are Monday through Friday, not including federal and state bank holidays.

CARD USE. You have requested that the Bank issue a Card to you, and any Additional Cardholder, in connection with your Account. The funds held in your Account are insured by the FDIC (for more information, see www.fdic.gov/EDIE). The Card may be used to: (a) withdraw cash from your Account; (b) make purchases at locations that accept MasterCard cards; and (c) pay bills directly from your Account in the amounts and on the days you request. Some of these services may not be available at all terminals. Use of your Card to purchase goods or services will be treated as a distribution from your Account, and you authorize the Bank to debit the Account to pay for transactions made by you and/or Additional Cardholders, and for fees associated with the issuance or use of your Card, such as ATM and cash advance fees, as provided in the Bank’s then current Schedule of Fees, which may change from time to time. There is no limit on the number of transactions you can make using your Card (however see “Security” below).

ADDITIONAL CARDHOLDER. You are responsible under this Agreement for all use of your Account by any Additional Cardholder and by anyone else you or an Additional Cardholder let use the Card, even if you did not intend for such Additional Cardholder or other person to use the Card for any transactions. You authorize us to provide Account information to any Additional Cardholder and to discuss the Account with them. Furthermore, you agree to notify each Additional Cardholder, at the time he or she becomes an Additional Cardholder that we may receive, record, exchange and use information about him or her in the same manner we do with information about you, as described herein.

ACCOUNT MANAGEMENT. You acknowledge that you are solely responsible for (a) determining whether you are an HSA-eligible individual from month to month, (b) monitoring contributions and contribution maximums, (c) deciding what constitutes a qualified medical expense under applicable law and substantiating or adjudicating any such expenses, or (c) otherwise maintaining or managing your Account. You are solely responsible for any taxes, interest, penalties and other expenses which may become payable under applicable law in connection with your Account and/or Card whether for you or an Additional Cardholder. You agree to obtain and save invoices or receipts for all Card transactions.

AVAILABLE FUNDS. The Card is not a credit card, and you agree not to make any withdrawal, debit, or purchase which would exceed the funds available in your Account and understand that such transactions can be denied at the point of sale. Since some merchants may not allow you to pay for part of your purchase with your Card and a part with another form of payment, if you think you may not have enough funds in your Account for a transaction, ask the merchant first if it allows two forms of payment for the same transaction. We shall not be obligated to you if authorization is denied for any transaction or if any merchant refuses to honor your Card or retains your Card if authorization for its use is not given. We may process a transaction even if we have not authorized it, but that does not mean we will process or authorize the same type of transaction again.

MERCHANT DISPUTES. You must handle any claim or defense for purchases directly with the merchant or other business establishment that accepts the Card; and you must pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. If you return anything you purchased with the Card, you agree to accept a credit to your Account and not a cash refund, at the discretion of the merchant. We are not liable if any merchant refuses to accept the Card or if authorization is denied for any transaction. We are not liable if your Card cannot be used at an ATM.

SECURITY. You agree not to disclose your Personal Identification Number (PIN) to any person and to keep the Card and PIN separate and secure. As a security precaution, fraud prevention measure, and for your protection, we may restrict access to or suspend your Card, or refuse to authorize a transaction with your Card even if you have funds available, if we notice excessive use of the Card or other suspicious activities. We may reinstate access once we have notified you and rectified any problems.

CANCELLATION. The Bank may at any time and without prior notice cancel, suspend, or revoke any Card for any reason. You can cancel or revoke any Card or authorization to access your Account by notifying the Bank in writing (see “Contact Information” below). No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement. Your Card will be cancelled upon notification of your death.

STATEMENTS. Periodic statements in electronic format will be made available at no charge. You may view your statement by accessing your Account on our website (see “Contact Information” below). Upon your written request, we will provide you with a paper copy of your periodic statement at no charge to you. You agree to examine each statement after it is made available online or sent to you. If you discover any unauthorized transactions, errors, discrepancies, or suspicious activities, you must promptly notify us (see “Errors or Questions” below).

CHANGES. You agree to notify the Bank promptly, in writing, of any name, address, or other change that may affect your Account, Card, or our ability to service your Account (see “Contact Information” below).

FEES. The Bank may charge Account maintenance, closure, transfer, transaction, ATM withdrawal, and other applicable fees as set forth in the Schedule of Fees, which may change from time to time. You may also be charged a fee by the ATM operator or network. Additional fees may apply to international transactions.

CARD OWNERSHIP. The Card is our property and is not transferable. You agree to surrender your Card or any Additional Cardholder’s Card upon our request.

BANK LIABILITY. If we do not 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, we will not be liable: (a) if, through no fault of ours, you do not have enough available funds in your Account for the transaction; (b) if the system was not working properly and you knew about the breakdown when you started the transfer; (c) if circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transfer, despite reasonable precautions that we have taken; or (d) other exceptions stated in this Agreement.

CONFIDENTIALITY. We will disclose information to third parties about your Account or the transfers you or an Additional Cardholder make: (a) where it is necessary for completing transactions, (b) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, (c) in order to comply with government agency or court orders, or (d) if you give us your written permission. (See also, “Additional Cardholders”.)

LOST OR STOLEN CARD. You agree to tell us AT ONCE if you believe your Card or PIN has been lost or stolen or is being used without your permission (see “Contact Information” below). If you notify us within 2 business days of discovering that the Card has been lost/stolen or used fraudulently, your liability will be no more than \$50. If you do NOT notify us within 2 business days after you learn of the loss or theft of your Card or PIN, you could lose as much as \$500. If you do not notify us within 60 days of when the statement containing the unauthorized transaction(s) was sent to you or made available to you on our website, you may be responsible or liable for all transactions that occurred after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

ERROR OR QUESTIONS. In case of errors or questions about your Account or Card transactions, call or write to us (see “Contact Information” below). We must hear from you no later than 60 days after the FIRST statement on which the problem or error appeared was sent or made available to you. Please (a) provide your name and account number; (b) describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

AMENDMENTS. We may amend or change any part of this Agreement or add or remove requirements at any time. If we do so, and if required by law, we will send a notice to you at the last address we have for you in our records. Any amendment will become effective on the date stated in the notice. However, if the change is made for legal, regulatory, or security purposes, it will be effective immediately and we may implement it without prior notice. We may at any time, with or without cause and without advance notice, terminate this Agreement, close the Account and/or temporarily or permanently suspend or revoke your use of a Card or any Additional Cardholder’s Card. You may close the Account, or cancel the Card or any Additional Cardholder’s Card by notifying us in writing (see “Contact Information” below). No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement.

DEFAULT. You will be in default if you fail to meet any of your obligations under this Agreement or any other agreement with the Bank or any of its affiliates. If you are in default, or if you cancel a Card or close your Account, we will not be obligated to continue to provide services under this Agreement. In the event of a default, we may also exercise any other legal rights we may have, including without limitation, closing your Account or cancelling any Cards. If we are required to take any legal action under this Agreement, you agree to pay our court, collection, and attorney costs and fees.

ARBITRATION. Any claim or controversy that is not resolved by the parties shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under this Agreement shall be conducted in Salt Lake City, Utah. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

ENFORCEMENT AND APPLICABLE LAW. We can choose not to exercise or to delay enforcement of any rights under this Agreement without compromising them. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. We may assign this Agreement and any rights or obligations hereunder to a third party without notice to you. You may not assign this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the state of Utah shall govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

CONTACT INFORMATION. Mail: Optum Bank, PO Box 271629, Salt Lake City, UT 84127-1629. Toll-free phone: 1-866-234-8913. Web: www.optumbank.com. Phone and web information are also listed on the back of your Card.