

HEALTH SAVINGS CUSTODIAL ACCOUNT PARTICIPANT AGREEMENT

The Account Owner, PayFlex Systems USA, Inc. ("PayFlex") and Fifth Third Bank, the custodian of the Account Owner's HSA assets, (the "Custodian") hereby enter into the following Health Savings Custodial Account / Participant Agreement ("Agreement").

The "Account Owner" named on the Agreement (also referred to herein sometimes as the "Participant") is establishing this health savings account (HSA) 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 preventative 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 acknowledges and agrees that PayFlex may arrange for some or all of the services relating to the HSA to be performed by PayFlex or provided by third-party processors.

ARTICLE I

1. 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).
2. 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).
3. 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.

ARTICLE II

1. For calendar year 2012, the maximum annual contribution limit for an Account Owner with single coverage is \$3,100 and for family coverage is \$6,250. Eligibility and contribution limits are determined on a month-to-month basis.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2012, an additional \$1,000 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

ARTICLE III

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 PayFlex and 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.

ARTICLE IV

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

ARTICLE V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Internal Revenue Code.
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner, PayFlex, 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 Section 4975).

ARTICLE VI

1. Distributions of funds from this HSA may be made upon the direction of the Account Owner.

2. 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 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
3. Neither PayFlex nor the Custodian is 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.

ARTICLE VII

The Account Owner may designate one or more persons or entities as beneficiary of his or her HSA. This designation can only be made on a form provided by or acceptable to the Custodian, and it will only be effective when it is filed with the Custodian during the Account Owner's lifetime. Unless otherwise specified, each beneficiary designation filed with the Custodian will cancel all previous ones. The consent of a beneficiary(ies) shall not be required to revoke a beneficiary designation. If both primary and contingent beneficiaries have been designated and no primary beneficiary(ies) survives the Account Owner, the contingent beneficiary(ies) shall acquire the designated share of the HSA.

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.
3. If the Account Owner does not designate a beneficiary, or if all of the primary and contingent beneficiary(ies) predecease the Account Owner, the Account Owner's estate will be the beneficiary.

Upon learning of the Account Owner's death, the Custodian may, in its complete and sole discretion, make a final distribution to a beneficiary (other than the Account Owner's spouse) of his or her interest in the HSA. This distribution may be made without the beneficiary's consent and may be placed in an interest-bearing (or similar) account that the Custodian chooses.

ARTICLE VIII

1. The Account Owner agrees to provide PayFlex with information necessary to prepare any report or return required by the IRS.
2. PayFlex and/or the Custodian agree to prepare and submit any report or return as prescribed by the IRS.
3. Except for any reporting requirements placed on PayFlex and/or the Custodian by the IRS, the Account Owner has complete responsibility for reporting to the IRS all contributions to and distributions from the HSA and for the tax consequences of all such contributions and distributions, including, but not limited to, rollovers, transfers, excess contributions and prohibited transactions. Account Owner acknowledges that neither PayFlex nor the Custodian has, and will not, provide any tax advice in connection with the HSA and that Account Owner should consult with his or her own tax advisor for any such advice.
4. The Account Owner is responsible for the payment of any taxes or penalties of any kind that may be assessed against the HSA.
5. The Account Owner acknowledges that all reports sent to the IRS will be based on information furnished by the Account Owner and the Account Owner will indemnify PayFlex and the Custodian for any liabilities, taxes, interest or penalties incurred as a result of filing a report based on incorrect or insufficient information Account Owner furnishes.

ARTICLE IX

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

Internal Revenue Code ("Code") Section 223 or IRS published guidance will be void.

ARTICLE X

This Agreement shall be deemed automatically amended from time-to-time as needed to comply with the provisions of the Code or IRS published guidance. Other amendments may be made by PayFlex or the Custodian by providing notice to the Account Owner.

ARTICLE XI

11.01 *Definitions:* In this Article XI of this Agreement, the words "you" and "your" mean the Account Owner. The word "Regulations" means the Treasury Regulations.

11.02 *Notices and Change of Address:* Any required notice regarding this HSA will be considered effective when PayFlex sends it to the intended recipient at the last address which PayFlex has in their records. Any notice to be given to Custodian or PayFlex will be considered effective when PayFlex actually receives it at the following address:

PayFlex Systems USA, Inc

c/o Operations
10802 Farnam Drive
Omaha, NE 68154

You must notify PayFlex of any change of address.

11.03 *Representations and Responsibilities:* You represent and warrant to Custodian and PayFlex that any information you have given or will give Custodian or PayFlex with respect to this Agreement is complete and accurate. Further, you agree that any directions you give Custodian or PayFlex, or action you take will be proper under this Agreement, and that Custodian and PayFlex are entitled to rely upon any such information or directions. If Custodian or PayFlex fail to receive directions from you regarding any transaction, or if Custodian or PayFlex receive ambiguous directions regarding any transaction, or if Custodian or PayFlex, in good faith, believe that any transaction requested is in dispute, Custodian and PayFlex reserve the right to take no action until further clarification acceptable to Custodian and PayFlex is received from you or the appropriate government or judicial authority. Custodian and PayFlex shall not be responsible for losses of any kind that may result from your directions to Custodian or PayFlex or your actions or failures to act, and you agree to reimburse Custodian and PayFlex for any loss Custodian or PayFlex may incur as a result of such directions, actions or failures to act. Custodian and PayFlex shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. Custodian and PayFlex have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. Custodian and PayFlex have the right to require you to provide, on a form provided by or acceptable to Custodian and PayFlex, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP. In no event shall Custodian or PayFlex be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

Custodian and PayFlex may permit you to appoint, through written notice acceptable to Custodian and PayFlex, an authorized agent to act on your behalf with respect to this Agreement (e.g. attorney-in-fact, executor, administrator, investment manager); however, Custodian and PayFlex have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. Custodian and PayFlex shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse Custodian and PayFlex for any loss Custodian or PayFlex may incur as a result of such directions, actions or failures to act by your authorized agent. You will have sixty (60) days after you receive any documents, statements or other information from PayFlex to notify PayFlex in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify PayFlex within 60 days, the documents, statements or other information shall be deemed correct and accurate, and PayFlex and Custodian shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

By performing services under this Agreement Custodian and PayFlex are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon either Custodian or PayFlex in regards to Health Savings Accounts or any other employee benefit plan. Custodian and PayFlex shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to HSAs. You agree to indemnify and hold Custodian and PayFlex harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney's fees, arising from, or in connection with this Agreement. Under no circumstances shall Custodian or PayFlex be responsible or otherwise liable for consequential, indirect, incidental, punitive or special damages, regardless of the nature or basis for the claim.

To the extent written instructions or notices are required under this Agreement, Custodian and PayFlex may accept or provide such information in any other form permitted by the Code or the Regulations.

11.04 *Service Fees:* PayFlex and Custodian have the right to charge either a monthly or annual service fee and other designated fees established by PayFlex from time-to-time (e.g. a transfer, rollover or termination fee) for maintaining and administering your HSA, as illustrated in Exhibit A – PayFlex HSA Service Fees. In addition, PayFlex has the right to be reimbursed for all reasonable expenses, including legal expenses, PayFlex incurs in connection with your HSA. PayFlex may charge you separately for any fees or expenses, or PayFlex may deduct the amount of the fees or expenses from the assets in your HSA at PayFlex's discretion, unless otherwise directed by you in a manner acceptable to PayFlex. PayFlex reserves the right to change the amount of any fees, or to charge any additional fee, upon 30 days' notice to you that the fee will be effective.

Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

11.05 *Investment of Amounts in the HSA:* You have exclusive responsibility for and control over the investment of the assets in your HSA subject to the terms and conditions set in the Health Savings Investment Account Agreement.

11.06 *Termination of Agreement, Resignation, or Removal of Custodian.* You or Custodian may terminate this Agreement at any time by giving written notice to the other and to PayFlex. Custodian can resign from the custodian role at any time effective 30 days after Custodian mails written notice of its resignation to you and PayFlex. Upon receipt of that notice, PayFlex shall notify you of the new custodian and begin making arrangements to transfer your HSA to the new HSA custodian on your behalf. PayFlex also reserves the right to change the custodian of your HSA by providing you and the current Custodian with written notice of such fact.

If you terminate this Agreement and do not complete a transfer of your HSA within 30 days from the date you provide PayFlex notice of termination, PayFlex and Custodian may pay your HSA to you in a single sum. Custodian and PayFlex shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this Section.

If this Agreement is terminated, PayFlex may charge to your HSA a reasonable amount of money that PayFlex believes is necessary to cover any associated costs, including, but not limited to, one or more of the following:

- any fees, expenses or taxes chargeable against your HSA;
- any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA.

PayFlex may establish a policy requiring a freeze on the entire balance of your HSA or property if the balance of your HSA drops into a negative balance amount.

11.07 *Successor Custodian.* If Custodian changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if Custodian's entire organization (or any

portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your HSA assets, but only if it is the type of organization authorized to serve as an HSA trustee or custodian.

- 11.08 *Withdrawals or Transfers.* All requests for withdrawal or transfer shall be made through the HealthHub HSA web portal and/or HealthHub HSA MasterCard © to PayFlex. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges.

PayFlex and/or Custodian may allow the return of mistaken distributions provided there is clear and convincing evidence that the amount(s) distributed from the HSA was because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, PayFlex and/or Custodian shall have the ability to rely on your representation that the distribution was, in fact, a mistake.

In no event shall PayFlex and/or Custodian restrict HSA distributions to pay or reimburse only the Account Owner's qualified medical expenses. However, PayFlex and/or Custodian may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on both the frequency and the minimum amount of distributions from the HSA.

- 11.09 *Transfers From Other Plans:* PayFlex and/or Custodian can receive amounts transferred to this HSA from the custodian or trustee of another HSA. In addition, PayFlex and/or Custodian can accept rollovers of an eligible amount from an Archer MSA. However, PayFlex and/or Custodian reserves the right not to accept any transfer or rollover.

- 11.10 *Liquidation of Assets:* PayFlex and/or Custodian has the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your HSA. If you fail to direct PayFlex and/or Custodian as to which assets to liquidate, PayFlex and/or Custodian will decide, in PayFlex and/or Custodian's complete and sole discretion, and you agree not to hold Custodian or PayFlex liable for any adverse consequences that result from PayFlex and/or Custodian's decision.

- 11.11 *Restrictions On The Fund:* Neither you nor any beneficiary may sell, transfer or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your HSA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.

- 11.12 *What Law Applies:* This Agreement is subject to all applicable federal and state laws and regulations.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor Custodian nor PayFlex's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or Custodian or PayFlex's right thereafter to enforce each and every such provision.

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") provides rules intended to protect information regarding the health care of certain individuals (the "Privacy Rule"). The Privacy Rule prohibits a health plan from using or disclosing an individual's Protected Health Information ("PHI") unless specifically authorized by the individual or otherwise allowed under the Privacy Rule. The Privacy Rule allows a plan to use or disclose an individual's PHI, without the individual's authorization, as necessary for "treatment, payment or health care operations."

Your HSA may, or may not, be subject to the provisions of HIPAA depending upon the nature of the relationship between your HSA and your employer's health benefits plan.

Where your HSA is subject to the Privacy Rules of HIPAA, your employer-provided health plan may disclose PHI to PayFlex and the Custodian so long as your employer provided health plan obtains "satisfactory assurances" that PayFlex and Custodian will properly safeguard the information. Satisfactory assurances are provided in the form of a written agreement. In general, the agreement between

your employer-provided health plan and PayFlex and/or the Custodian establishes the permitted and required uses and disclosures of such information by PayFlex and the Custodian (the agreement may not in any event permit the use of PHI in a manner inconsistent with the Privacy Rule). Furthermore, the agreement between PayFlex and/or Custodian and your employer-provided health plan provides that your employer-provided health plan may terminate the agreement upon determination that PayFlex and/or the Custodian has violated a material term of the agreement.

For a copy of the HIPAA Business Associate Agreement that may be in place regarding your HSA, please see your employer health plan administrator.

PRIVACY POLICY AND WEBSITE TERMS OF USE

PRIVACY POLICY

PayFlex Systems USA, Inc. ("we" or "us") administers health savings accounts ("HSA") and performing related services. This privacy policy illustrates our commitment to your privacy and explains our privacy practices so you can make an informed decision about information we collect or you choose to provide to us and our use of that information. Please read this privacy policy carefully to understand how we collect, share, and protect information.

Types of Information We Collect

To help provide you with the very best service and the highest quality products, we may collect certain identifying information about you in connection with your use of or submissions to the website, including, but not limited to: demographic information (such as your name, address, social security number, and date of birth), credit information (such as information related to your accounts with us, including balances and account usage), and transactional information (such as your account balance, account history, or parties to any transaction). Such information may come directly from you; for instance, information may come from your application and transactions on your account or it may come from third parties. Gathering this information helps us to identify our customers and manage our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers, to analyze and improve the content, features, materials, and opportunities that we may make available on the website to notify you of changes made to the website or new opportunities made available on or through the website, to customize the website content, to send you promotional materials that you request from us, and for other legitimate and lawful business purposes. If you contact us for support or assistance, we may use information about you or your computer that you provide for purposes such as verifying whether your computer meets the minimum requirements needed to use the website and our various services.

As with many other websites, the servers used to operate the website may collect certain data pertaining to you and the equipment and communications method that you use to access the Internet and the website. For security reasons and to confirm the integrity of our data, we may combine components of this data with other sources of information that may identify you. Unless otherwise described in this privacy policy or our terms of use, such identifying information will be used solely for our internal business purposes. In addition, the information we collect may reveal such things as the Internet Protocol address assigned to your computer, specific pages that you accessed on the website or immediately prior to visiting the website, and the length of time you spend at the website. The purposes for which this information is collected and used include facilitating website operation and system administration, generating aggregate, non-identifiable statistical information, monitoring and analyzing website traffic and usage patterns, and improving the website's content and content delivery, including any online media, materials, opportunities, and services that we describe or make available on the website.

A Special Note About Children

Children are not eligible to use our services and we ask that minors (under the age of 18) not submit any personal information to us or use the services.

Our Use of "Cookies"

A cookie is a piece of information that is sent to your browser along with a web page when you sign-on to a website. It is a unique identifier that a web server places on your computer. There are two types of cookies: (1) session cookies; and (2) persistent cookies.

A session cookie is a text string (line of text) that is stored in computer memory temporarily. Session cookies are used to enable a website to track the pages you visit during a session so that information can be customized for you. Once you exit the website, the session cookie is destroyed. Session cookies are utilized on the PayFlex Website.

Persistent cookies are small files used by a web server to deliver data to a web client (user); request that the client store the information; and in certain circumstances, return the information to the website. Websites can thus "remember" user information, for example their preferences for a particular website, and allow the use of user passwords. The website may deliver one or more cookies to the client. The client stores cookie data in one or more files on its local hard drive. In most cases the user can control a client browser to allow the use of cookies or disallow its use. Persistent cookies are utilized on the PayFlex website.

The Accounts and Services You Use are Provided in a Secure Environment

Since some of the information we gather is not publicly available, we use commercially reasonable methods to keep it safe from unauthorized access. Because we respect your privacy and value your trust, the only employees who can access non-public personal information about you are those who use it to service your account or provide services to you. In addition, third parties may be given access to your non-public personal information under certain circumstances. For example, a third party that provides specialized services on our behalf may access only the information necessary to perform those services. Or, when you authorize us to provide your non-public personal information to others, we limit access to the information and purpose you have authorized.

We maintain physical, electronic, and procedural safeguards that comply with applicable federal standards to help guard non-public personal information and to assist us in preventing unauthorized access to that information. Nevertheless, no set of security safeguards is guaranteed to be impenetrable, and we cannot and do not guarantee that any communications conducted using the website is or will be totally secure. If you become aware of any breach of website security, this privacy policy, or the terms of use, you agree to notify us immediately. When we use other companies to provide services to us, we require them to protect the confidentiality of any personal information they receive or collect and to use such information for limited purposes.

How We Share Information

We may decide from time to time to utilize a number of trusted business and marketing companies in delivering the content available on or through this website to you. To the extent necessary for purposes of communicating with you or fulfilling your requests for our products or services, or your subscriptions to such content, we may share information about you with these business and marketing companies. We may disclose information about you if we become subject to a subpoena or court order, or if we are otherwise legally required to disclose such information. We may also disclose information about you as necessary to establish or exercise our legal rights, to enforce the terms of use, to assert and defend against legal claims, and to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person.

You Have Options

When corresponding with us or our representatives or when making a request for information or otherwise interacting with us through the website, you choose what information to supply, what questions to pose and comments to make, whether you wish to receive further information, and the method of communication such information should be delivered. Please take care to share only such information as is needed or that you believe is appropriate.

Business Transfers

As we continue to develop our business, we might sell or buy subsidiaries or business units, or merge, combine with, or be acquired by another company.

In such transactions, customer information generally is one of the transferred business assets, but it remains subject to the promises made in any pre-existing privacy policy (unless the customer otherwise consents). Also, in the unlikely event that all or substantially all of our assets are acquired, customer information will be one of the transferred assets.

Changes to the Privacy Policy

From time to time, we may change our privacy practices or this privacy policy because of changes in relevant and applicable legal or regulatory requirements, our business practices, or in our attempts to better serve your needs and those of our other customers. When we do so, a revised privacy policy will be posted on the website. We will provide notice of changes to our privacy policy to the extent we are required to do so by law.

Linked Sites

For your convenience, some hyperlinks may be posted on the website that link to websites not under our control. We are not responsible for, and this privacy policy does not apply to, the privacy practices of those sites or of any companies that we do not own or control. We encourage you to seek out and read the privacy policy of each website that you visit. In addition, should you happen to initiate a transaction on a website that our website links to, even if you reached that site through our website, the information that you submit to complete that transaction becomes subject to the privacy practices of the operator of that linked website. You should read that website's privacy policies to understand how personal information that is collected about you is used and protected.

Questions

If you have any questions regarding this privacy policy, please contact the following:

PayFlex Systems USA, Inc.
Attn: CEO
10802 Farnam Drive, Suite 100
Omaha, NE 68154

WEBSITE TERMS OF USE

Conditions of Use

By using this website, you acknowledge your consent to the following conditions of use without limitation or qualification. Please read these conditions carefully before using this website. If you do not agree with each term of use specified herein, you are not granted permission to use this website and must exit this website immediately. These terms and conditions may be revised at any time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current terms and conditions to which you are bound.

Disclaimer

To the fullest extent permissible pursuant to applicable law, the materials on this website are provided "as is" and without warranties of any kind either expressed or implied, and PayFlex Systems USA, Inc. and its subsidiaries and affiliates (collectively, "PayFlex") disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. PayFlex does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components. PayFlex does not warrant or make any representations regarding the use or the results of the use of the materials on this website in terms of their correctness, accuracy, reliability, or otherwise. You (and not PayFlex) assume the entire cost of all necessary servicing, repair, or correction.

The information and descriptions contained herein are not necessarily intended to be complete descriptions of all terms, exclusions and conditions applicable to the products and services you may receive from PayFlex, but are provided solely for general informational purposes.

Limitation of Liability

While PayFlex uses reasonable efforts to include accurate and up-to-date information on this website, errors or omissions sometimes occur. To the fullest extent permissible under applicable law, PayFlex makes no warranties or representations as to the accuracy of the content of this website. Under no circumstances, including, but not limited to, negligence, shall PayFlex, or any

party involved in creating, producing, or delivering this website be liable to you for any direct, incidental, consequential, indirect, or punitive damages that result from the use of, or the inability to use, the materials on this website, even if PayFlex, or the authorized representative of PayFlex has been advised of the possibility of such damages. To the fullest extent permissible under applicable law, in no event shall the total liability of PayFlex to you for all damages, losses, and causes of action exceed the amount paid by you, if any, for accessing this website.

PayFlex also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in this website or your downloading of any materials, data, text, images, video, or audio from this website.

Minors

No "minor" may use this website. PayFlex does not knowingly solicit business or gather information from minors and request that any minor have their parent or a responsible adult contact us. If you are a minor, please leave this website immediately.

Jurisdiction

Unless otherwise expressly set forth herein, PayFlex makes no representation that materials on this website are appropriate or available for use in any location. Those who choose to access this website do so on their own initiative.

The offer to sell or buy a product is specifically limited to the jurisdiction(s) in which PayFlex has the authority to make the offer and be bound. Some products and services may not be available in all jurisdictions. Nothing in this website should be construed as rendering tax, legal, investment or accounting advice.

Ownership of Information

Any information, other than personal data or information (including e-mail addresses), you transmit to PayFlex via this website, by electronic mail or otherwise, including data, questions, comments, or suggestions will be treated as non-confidential and non-proprietary and will become the property of PayFlex. Such information, other than personal data or information, may be used for any purpose, including, but not limited to, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting. PayFlex is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to PayFlex via this website or by any other means for any purpose whatsoever, including, but not limited to, developing and marketing products using such information.

Trademarks and Copyrights

All trademarks, service marks, trade names, logos, and icons contained in this website are proprietary to PayFlex or agent or used with permission obtained by PayFlex, as applicable. Nothing contained on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of PayFlex, and/or the owner of the mark, logo or icon, as applicable. Your use of the trademarks displayed on this website, or any other content on this website, except as expressly provided herein, is strictly prohibited.

Images displayed on this website are either the property of, or used with permission by, PayFlex, as applicable. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by PayFlex, and/or the owner, as applicable. Any unauthorized use of images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Software Licenses

You acknowledge that any software which may be available or provided to you on this website may contain technology that is subject to strict controls pursuant to export control laws and regulations of the United States of America and other countries and jurisdictions. You hereby agree that you will not transfer or export such software in violation of such applicable export laws and regulations. PayFlex does not authorize the downloading or exportation of any software or technical data from this website to any jurisdiction prohibited by such export controls laws and regulations.

Health Savings Account Interest Rate

Description	APY
Current Interest Rate	1%

Monthly Account Maintenance Fees

Description	Fee
Per Account Per Month	\$ 3.00
Optional - Monthly Investment Account Fee*	\$ 2.00
* \$1,000 balance required before individuals are able to open an investment account.	

Other Fees

Description	Fee
Account Opening Fee	No Charge
Account Closing Fee	No Charge
ACH Withdrawal	No Charge
Excess Contribution Return	No Charge
Mistaken Distribution Return	No Charge
Bill Payment via ACH	No Charge
Monthly Electronic or Paper Statement	\$ 1.50
HealthHub Mobile Application	No Charge
Bill Payment or Distribution via Check	\$ 1.00
Stop Payment (per check)	\$ 25.00
NSF Fee (per item overdrawn)	\$ 25.00
Deposit Item Returned	\$ 25.00