

## **Electronic Signatures in Global and National Commerce Act and Online Services Agreement**

Updated November 2021

### **ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT: CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES**

In order to register for and use HSA Bank Online Services, you understand and agree that you must carefully read and accept this E-SIGN Consent to Use Electronic Records and Signatures (E-SIGN Consent Agreement) and keep a copy for your records.

The Electronic Signatures in Global and National Commerce Act (ESIGN) is a United States federal law that allows for electronic signatures, documents and records to be as legally valid as their paper equivalents. You may choose to receive documents electronically instead of in paper form by affirmatively consenting to this Electronic Signature Consent Agreement (ESIGN). By providing your consent you agree to accept electronic delivery of all communications relating to your HSA Eligible Account, including, but not limited to, periodic account statements or summaries, tax forms, claims related documents, notices and disclosures and (“Communication”)your consent confirms your consent electronically, in a manner that reasonably demonstrates that you can access information in the electronic form that will be used to provide the information that is the subject of the consent We encourage you to retain all Communications. Your consent to electronic delivery will remain in effect until you notify us that you withdraw your consent.

You agree to provide, and maintain, a valid email address within your online access profile. If you fail to provide or maintain a valid email address we reserve the right to cease reliance on electronic delivery of any or all Communications.

**CONSENT:** You will be asked to confirm your acceptance of these terms before you are able to use these Services. In doing so, you are confirming that (i) **you have read and understand this E-SIGN Consent Agreement;** (ii) you agree to accept all Communications in an electronic form; (iii) you meet the system requirements; <http://www.hsabank.com/hsabank/resources-and-services/browser-requirements> (iv) you have reasonably demonstrated your ability to receive, retain and view electronic documents on your Computer; and (v) you have an active and valid email address.

We may choose to provide any available communications, whether periodic account statements or summaries, tax forms, claims related documents notices and disclosures in paper format even though you have consented to their electronic delivery. In cases such as this we will not charge you for paper delivery.

#### **In order to withdraw your consent to accept documents electronically:**

You must first have consented to accept electronic delivery of communications such as periodic account statements or summaries, tax forms, claims related documents, notices, and disclosures. Having agreed to ESIGN and the Online Services Agreement, you may navigate to the Preferences page and choose your communications preferences. Please note, some communications may incur a fee for paper distribution, as disclosed on your *HSA Bank Fee and Interest Rate Schedule*. To withdraw your full consent to this agreement please call 855-731-5213, available 24 hours a day, 7 days a week. The withdrawal of your full consent will be effective as soon as we process it. If you withdraw your full consent, we will remove your online access profile and you will no longer be able to access the online services. To regain access to the online services you will need to re-establish your online access profile which includes consenting to this agreement.

## ONLINE SERVICES AGREEMENT

Please read these terms and conditions carefully. This Online Services Agreement (“Agreement”) governs your use of the HSA Bank Online Services (the “Services,” as defined below). You acknowledge that you have read and understand this Agreement, which is a legally binding contract. By using the Services, you agree to the terms and conditions in this Agreement. Any or all of the Agreement may be amended from time to time by HSA Bank, and we will provide you [written] notice of any material amendments, as provided herein. Your continued use of the Services after we provide notice of amendment constitutes acceptance of any amendments to this Agreement. If you do not agree with these terms and conditions, or any amendments thereto, you may not use the Services. Please retain a copy of this Agreement, and any amendments thereto, for your records.

In this Agreement certain terms have defined meanings:

- “you” or “your” refers to the owner of an Eligible Account or an authorized representative of the owner;
- “we”, “us”, “our” and “HSA Bank” refers to HSA Bank, a division of Webster Bank, N.A. and any agent, independent contractor, designee, or assignee that Webster Bank, N.A. may, in its sole discretion, use to provide the Services;
- “Services” refers to any online banking activities related to your Eligible Account which take place at our website. Such activities would typically involve opening or maintaining an Eligible Account or transacting on an Eligible Account such as using mobile technology, using bill pay, or any additional online functionality we may provide now or in the future.
- “Eligible Account” refers to any Health Savings Account (“HSA”) under Section 223(a) of the Internal Revenue Code for which you have entered into a Health Savings Account Custodial Agreement with HSA Bank. The term Eligible Account also refers to your notional interest in any Flexible Spending Account (“FSA”) and/or Health Reimbursement Arrangement (“HRA”) sponsored by your employer that is administered by HSA Bank. FSA and HRA benefits are paid exclusively from the general assets of your employer. “Eligible Account” does not include products or services, such as deposit accounts, investment products or loans or other credit products provided by Webster Bank, N.A. outside its HSA Bank division or by any affiliate of Webster Bank, N.A.; and
- “Payee” refers to the recipient of any payment you direct us to make from any of your Eligible Accounts. Additional terms may be defined elsewhere in this Agreement.

This Agreement has three sections:

**Section 1: General Information** governs your enrollment and access as a user of the Service and contains general information about online access and electronic records.

**Section 2. The Services** describes the Services and governs their use and your access to your Eligible Accounts using the Services.

**Section 3. General Provisions** contains general contract provisions.

## Section 1: General Information

• **Identity Authentication** Information security is of utmost importance to HSA Bank. Therefore, as part of the process of providing the Services, we may take steps to authenticate your identity. These steps aid in the prevention of fraud and in the protection of transactions. These steps may include asking you to answer questions in an interactive session (either on our website or by linking you to an outside website) that help us verify your information and identity.

• **Computer Requirements** The computer requirements to use the Services are as follows. Your personal computer, laptop, portable computer, mobile handset and any related equipment, your Internet Service Provider web browser and any software and telecommunications services related thereto are referred to collectively as your “Computer.” We are not responsible for the installation, maintenance, operation and costs of your Computer. By enrolling in the Services, you represent that your Computer has the capability to receive electronic messages at the email address provided by you to us, that you can access and retrieve information in electronic form and that you can retain those messages and information.

### Minimum Internet Browser:

<http://www.hsabank.com/hsabank/resources-and-services/browser-requirements>

From time to time, we may require that you upgrade or install software on your Computer as necessary for us to continue to provide the Service. You agree to promptly load any such required upgrades or software to your Computer upon our notification to you of such upgrade or software. In order to ensure proper operation of the Services, you also must have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change or upgrade our encryption requirements from time to time. If you cannot or do not want to upgrade, your right to use the Services will be terminated. We are not responsible for any computer virus, worm, Trojan Horse or other similar harmful component or computer code that may enter your Computer in connection with the use of the Services or otherwise.

You agree to maintain a current and valid email address as part of your online Services user profile.

You are wholly responsible for all telephone, cable, satellite or other telecommunication charges that you may incur in connecting to or using the Services and for charges by any ISP for providing your Computer with a connection to the Internet.

• **Website Maintenance and Management** We reserve the right to perform maintenance on our equipment or system on a regular basis, which may result in interrupted service or errors in the use of the Services. It also may be necessary for us to change the scope of the Services from time to time. Furthermore, we reserve the right to block your access to the Services in order to maintain or restore security to our website and systems if we reasonably believe that your username and password have been or may be compromised or are otherwise being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that we will always do so.

The Services use our proprietary software or proprietary software of our licensors. If we have provided you with software to use with the Services, you are being granted a non-exclusive, non-transferable license to use this software only for your personal, non-business use as provided in this Agreement. You may not disassemble, decompile, copy, modify, reverse engineer, sell or distribute any of the Services’ software or information or allow anyone else to do so. The Services gives you access to functionality and information from HSA Bank that may be presented with a distinctive “look and feel.” These functionalities, information and “look and feel” are also the property of HSA Bank or its licensors and are subject to the restrictions above.

• **Your Privacy** Please see our Privacy and Opt-out Notice for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access

to or use of the Services constitutes your agreement to the terms and conditions of our Privacy and Opt-Out Notice, and to our use of information gathered about you in accordance with that policy. Our Privacy and Opt-Out Notice may be revised from time to time. We will notify you of such changes in accordance with applicable laws and regulations. Your continued use of the Services following such notification will constitute your acceptance of the revised Privacy and Opt-Out Notice.

When you use the Services, your browsing sessions and transactions may be recorded. We may collect information about your visits to personalize your browsing experience, including your preferences, pages visited, and technical and navigational information regarding your computer and operating systems, such as your Internet Protocol (IP) address, domain name, system configuration and settings. This information is used by us for our business purposes, which may include offering relevant products or services, research, analyzing market trends, improving the design and functionality of the Services, aiding in dispute resolution and fraud investigation, and other purposes consistent with applicable laws. We will not share this information with third parties, except as permitted by our Privacy and Opt-Out Notice and applicable law. If you do not consent to our collection of this information, you may not use the Services. We may provide you access to websites hosted by a third party. When you access third party websites you will no longer be subject to, or under the protection of, the privacy and security policies of the HSA Bank website. We encourage you to read and evaluate the privacy and security policies of the site you are entering, which may be different than those of HSA Bank.

- **Electronic Messaging** The Services provide you with the ability to send electronic messages (email) to us. In general, email transmissions, outside of those you create using the Services, may not be secure. We therefore request that you do not send or request any sensitive information (such as account numbers, usernames, passwords, financial information, etc.) via any general or public email system. Please remember that we may not immediately receive an email that you send us. No action will be taken on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use an email to originate an account inquiry. You cannot send a message through the Services to any other person who also uses the Services.

- **Security** The Services are designed to safeguard your online transactions from unauthorized use. We use multiple levels of protection and encryption of your information. Additional protection is provided by “firewalls” at our web server location, and by policies that restrict access to your account information only to those who need such access to support you as a customer.

- **Encryption** We use a method of encoding your information, including your username and password, so that it cannot be read by others who do not have authorization to decode that information. The information you enter is encrypted by your web browser and is only decrypted (decoded) when it reaches our web server.

- **Password Protection** In order to use the Services you will be required to set up multiple levels of identity authentication (such as a username and password, several challenge questions which only you should know how to answer) Together, the multiple levels of authentication help to identify you as the rightful owner of an Eligible Account and the accounts or functions you are allowed to access. You may be asked to supply your username and password, answer a challenge question, and other methods of authentication each time you use the Services. No one can access your Eligible Account without supplying the correct entries, so you should be sure to select information that cannot be easily guessed or deduced by others. To help safeguard your information, you should keep it confidential. You agree not to give your information or make it available to any other person. We are entitled to act on transaction instructions received using your username and password, and you agree that the use of your username and password will have the same legal effect as your signature in authorizing a transaction. If you forget your password, you must contact us, and we will reset your password so you can select a new password. We reserve the right to modify our account access process to safeguard your Eligible Accounts. We will notify you of any changes to this process by methods you have agreed to.

- **What You Can Do To Protect Your Eligible Accounts and Information** You agree to adopt and implement all reasonable security measures to protect your Eligible Accounts and information including, but not limited to, observing the following guidelines:

- Do not share your username, password, or identifying information with anyone;

- Do not post or store your username, password, or identifying information in a conspicuous place;
- Log off the Services when you are finished using them;
- Do not walk away from your Computer while logged on to the Services;
- Use anti-virus software to keep your Computer clean and free of viruses;
- Review and reconcile activity on your Eligible Accounts on a regular and timely basis;
- Clear your web browser's cache on a regular basis in order to remove copies of web pages that may be stored temporarily on your Computer (See your web browser's "Help" area for information on how to clear your cache.); and
- When logging into the Services, make sure you access our website directly at [www.MyAccounts.hsabank.com](http://www.MyAccounts.hsabank.com), instead of clicking on links in email that may be disguised as communications from HSA Bank. From time to time, we may provide links to or from other Internet websites. If you are leaving our website, we will generally inform you of that fact. You should read the terms of use, Privacy and Opt-Out Notice and other agreements of any other website to which we provide a link.

• **Safeguarding Security Codes and Security Procedures** You are responsible for all transfers and other transactions you authorize using the Services. If for any reason you permit other persons to use your username and password or other identifying information to access the Services or you otherwise fail to keep your identifying information confidential, you are responsible for any resulting transactions, except as otherwise provided by applicable law. We will not be liable and will not reimburse you for any losses that may occur as a result of this use of your identifying information. You are responsible for keeping your identifying information confidential.

• **Lost, Stolen or Unauthorized Use of Username and Password** You must tell us at once if you believe that your username, password, or identifying information has been lost or stolen. Otherwise, if your username, password, or identifying information is used to obtain access to your Eligible Accounts, you could lose all of the money in your Eligible Accounts. If you believe your username, password, or identifying information has been lost or stolen, or that someone has transferred or may transfer money from your Eligible Account without your permission, you should immediately:

Call 1-855-731-5213;

or

Write to us at: HSA Bank

P.O. Box 939 Sheboygan, WI 53082-0939

Calling us immediately is the best and fastest way of limiting your losses.

• **Warranties Disclaimer** The Services are provided "as is". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied, without limitation, related to the Services and your access to and use of the Services, including implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights.

• **Termination** You may terminate your access to and right to use the Services at any time by calling 1-855-731-5213, Monday through Friday from 7:00 a.m. to 7:00 p.m., Central Time, or by writing to HSA Bank, P.O. Box 939, Sheboygan, WI 53082. We may terminate your use of the Services in whole or in part, for any reason, at any time, without prior notice. If for any reason more than one person is authorized to withdraw funds from your Eligible Accounts or to have electronic access to your Eligible Accounts, we cannot stop that person from continuing to use the Services and to have such access after your access is terminated. If we terminate your use of the Services, we reserve the right to refuse to make any further transfers or payments or to perform other transactions that would have resulted from your use of the Services and involved your Eligible Accounts, including any transfers and transactions you had previously authorized. If you do not log on to the Services for an extended period of time you may be considered inactive. We reserve the right to terminate your access to the Services without notice if you have been inactive for not less than 90 consecutive days.

• **Reinstatement** We may reinstate your access to the Services at any time in our discretion. If reinstated, your use of the Services will be subject to and governed by the terms of this Agreement that are current at the time of the reinstatement and as amended or changed thereafter. You also may request that your access to the Services be reinstated by calling 1-855-731-5213.

## Section 2. The Services

• **Online Services** You hereby authorize HSA Bank to accept instructions transmitted by your Computer or mobile device to perform any of the Services and to effect transactions involving your Eligible Accounts. We are not responsible for the content or functionality of any external websites which may be linked to the Services. In addition to the terms and conditions of this Agreement, the Services also are subject to:

- The terms or instructions appearing on a computer screen when the Services are being used;
- HSA Bank disclosures, agreements, statements and notices that are applicable to an Eligible Account and any Services performed in or through an Eligible Account; and
- Applicable law.

• **Balance Inquiries** You may use the Services to check the balance of your Eligible Accounts. Any balance shown online may differ from your records because it may not include deposits, outstanding checks or other withdrawals, payments, purchases or charges which are currently in process at the time the Services are accessed.

• **Use of Mobile Technology** The use of mobile technology to access the Services could present a heightened security risk due to the fact that mobile devices have less sophisticated access protections and wireless transmissions are vulnerable to interception. We have implemented mobile technology as an accommodation to our customers, recognizing that any web page is accessible by certain mobile devices. We cannot undertake to mitigate the additional risks presented by the use of mobile devices to access the Services. If you access the Services via a mobile device, you do so at your own risk to the maximum extent permitted by law. We shall have no liability to you or to any third party arising from or related to your use of mobile technology. All of the terms of this Agreement are applicable to your use of mobile technology. We do not charge a fee for your use of our mobile technology; however mobile service provider message and data rates may apply. Contact your mobile service provider for details on specific fees and charges. All mobile applications are the property of a third party and not HSA Bank. The mobile applications are provided on an “as-is” and “as-available” basis. With respect to the mobile applications, we disclaim all warranties, express or implied, including any warranties of title, non-infringement, merchantability, or fitness for a particular purpose. You assume total responsibility for your use of mobile applications.

• **Alerts** The Services include alerts regarding your Eligible Account and Eligible Account transactions. By electing to receive alerts, you consent to delivery of such alerts in the format selected (such as email or text message) to the email address or mobile device number you provide. To change or cancel your alerts, log in to the Services and choose your preferences. The alerts provided to you are for convenience purposes only. Alerts may not always be sent in real time. Alerts may not reflect pending transactions and we do not guarantee the delivery or accuracy of the content of any alert. Alerts are only available when your mobile device is within the operating range of your wireless service provider or your Computer has an active connection to the internet. The alerts are subject to transmission limitation or interruption. You agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content in an alert; or for actions taken or not taken by you or any third party in reliance on an alert. You are responsible for notifying us of any changes to your email address or mobile device number to which alerts are sent. Anyone with access to your email or mobile device may be able to access the content of an alert. It is your responsibility to secure the devices, protect your user name and password, and provide timely information about changes to your email address or mobile device number. We bear no liability or responsibility for any disclosures that occur because you do not take appropriate steps to prevent access to your mobile devices, user name and password or Eligible Account information by unauthorized persons. We do not charge you for delivery of alerts, however your wireless service provider or Internet Service Provider’s message and data rates may apply and they may levy fees or charges for receipt of messages by your mobile device or Computer. You are solely responsible for such charges.

• **Health Plan Claims Data** Your employer may enable Health Plan Claims Data with HSA Bank. We will make your Health Plan Claims Data available to you in your profile for display on your account page, so you can substantiate your Health Account spending. Your Health Plan Claims Data may be qualified medical expenses under IRS requirements for tax favored status. Claims Data includes employee cost-sharing obligations for medical expenses, prescription drugs, or other expenses submitted to your employee benefit plan. If your program allows and you do not want the Health Plan Claims Data loaded to your online profile and displayed to you, you can opt out. If your program allows you to opt-out to the Health Plan Claims Data exchange, go to **Resources > Tools & Support > How Do I? > Link Healthcare Claim Data** and select “**No, I do not want to link my healthcare claim data**”.

If your program allows and you elect to have HSA Bank no longer load the Health Plan Claims Data to your on-line profile, we will not retain any of your Health Plan Claims Data if and until you provide us with updated instructions to load Health Plan Data to your profile. We will be unable to provide to you any Health Plan Claims Data that relates to any time period when your instructions to no longer load the Health Plan Claims Data to your on-line profile was in force. Your Health Plan Claims Data may be provided from different sources at different times, for example if you change employers, insurers or other data processors change, we will continue to load the Health Plan Claims Data to your profile whenever it is made available to us unless you instruct us to stop.

• **Bill Payments** You may make payments through the Services for qualified medical expenses. Payments made for expenses that are not for qualified medical expenses may be subject to income and penalty taxes. Payments may only be made to payees with a U.S. payment address. We reserve the right to limit the dollar amount of online bill payment transactions.

You must provide sufficient information about each Payee to allow us to properly direct a payment to the Payee and permit the Payee to correctly credit your payment. This information may include, among other things, the name and address of the Payee, an account or other identifiable number known by the Payee as a way to correctly credit your payment. You will enter your Payee information directly through your Computer. Additions, deletions and changes to Payee information are entered directly through your Computer, and are communicated to us immediately while you are online with the Services. From time to time, we may limit or change the number of Payees you may designate to receive payments through the Services.

You are responsible for setting up your payments. It is your responsibility to set up a delivery date for your bill payments that allows sufficient time for your Payee to receive and process your payment before the actual payment due date, excluding any applicable grace periods. If you do not, you will be fully responsible for all late fees, finance charges or any other action taken by the Payee.

• **ACH Transfers To Your Eligible Account** You may be able to authorize fund transfers over the Internet to your Eligible Account through the use of the Services. Such transfers are electronically processed through a secure network called the Automated Clearing House (ACH) system. Although we cannot guarantee when your financial institution will post these transactions, such transactions are normally processed within three business days. Your employer plan sponsor may permit you to authorize ACH transfers from accounts maintained as general assets of the employer for your Eligible Account in an HRA or FSA. You may also authorize ACH transfers to your Eligible Account from an HSA held by another HSA custodian.

• **Automated Clearing House (ACH) Rules.** ACH transactions are subject to the rules of the National Automated Clearing House Association (ACH Rules) rules. Pursuant to the ACH Rules, any credit that we give you for an ACH credit item is provisional until we receive final payment. If we do not receive final payment, we may charge your Eligible Account for the amount or otherwise obtain a refund from you, and the party making payment to you will not be deemed to have paid you the amount of the item. Except as reported in a periodic account statement or summary, we will not notify you of the receipt of ACH transactions for your Eligible Account. We do not originate outbound international (cross border) ACHs. You agree to indemnify and hold us harmless from and against all claims, demands, liabilities and expenses (including reasonable attorneys’ fees and costs) resulting from any error on your part, or any failure on your part to exercise reasonable care, in the provision, transmission, or processing of data provided to us thereunder or in our relying on your request and instruction or complying with obligations under applicable law.

- **No Signature Required** When an ACH transaction generates a debit item to be charged to your Eligible Account, you agree that we may debit your designated Eligible Account without requiring your signature and without prior notice to you.

- **Statements/Notices** We may provide you periodic statements, summaries or notices of activity on your Eligible Account by methods you have agreed to. You agree to examine the activity history carefully and reconcile the transactions and activity on your Eligible Account. You agree to contact us immediately about any error or problem. This examination is called exercising “Reasonable Care.” If you fail to exercise Reasonable Care in examining your history or fail to report forgeries, alterations, or errors of any kind to us within 60 days after we send you or make available the FIRST statement, summary or notice in which the problem or error appeared, you waive any and all claims based on such matters. We use automated systems in the processing of certain items in order to handle a high volume of items. You agree that, to the extent that such systems are comparable to those used in general account administration practices, their use constitutes ordinary care, and we will not be liable to you for forgeries, alterations, or other discrepancies not detected by such systems. We will not be liable for losses due to a forgery or an alteration that is of a nature that a bank or account administrator could not be reasonably be expected to detect if the forgery or alteration arose from your negligence.

### Section 3. General Provisions

- **Entire Agreement** This Agreement is the complete and exclusive agreement between you and us related to the Services. This Agreement supplements any other agreement or disclosure related to your Eligible Accounts. In the event of a conflict between this Agreement and disclosures, agreements, statements and notices or any statement by our employees or agents which are related to the Services, this Agreement will control.

- **Waivers** No delay or omission by us in exercising any right or remedy under this Agreement will impair such right or remedy or be construed as a waiver of any such right or remedy in whole or in part. Any single or partial exercise of a right or remedy by us will not preclude further exercise thereof or the exercise of any other right or remedy by us. No waiver by us will be valid unless in writing signed by us.

- **Assignment** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third party or parties, without notice to you.

- **Governing Law** This Agreement will be governed by construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws provisions and principles, and, to the extent required, applicable federal law.

- **Amendments** We reserve the right to update or amend this Online Services Agreement (OLSA) at any time. The updated OLSA will disclose any material changes or updates. If you do not agree to the change, you must notify us prior to the effective date thereof and terminate this Agreement and your use of the Services. Notwithstanding the foregoing, we may change any term or condition of this Agreement without prior notice to you if (i) an immediate change is necessary to maintain the security of the Eligible Accounts, this website or the operations of HSA Bank, Webster Bank, N.A. or its affiliates, (ii) a law, rule or regulation requires that any change be implemented at an earlier time or (iii) the change does not result in higher fees, more restrictive Service, or increased liability to you. When changes are made, we will update this Agreement accordingly at this website.

- **Our Liability** We have no liability to you under this Agreement except as related to the functionality of the Services and your access to your Eligible Accounts and the funds therein through the use of the Services. We may have additional liability to you that has been separately disclosed for your Eligible Accounts by other agreements, notices or disclosures. Except as required by applicable law we will only be liable under this Agreement for losses that result directly from our gross negligence or intentional misconduct in providing the Services. There may be circumstances under which we assume no responsibility to act on instructions we receive from you or on your behalf through facilities provided as part of the Services. Those circumstances include, but are not limited to, the following:

- The instruction or requested transaction is not in accordance with the terms or conditions applicable to the Services or an Eligible Account or is not authorized for an Eligible Account;
- You have not properly followed the instructions on how to complete the requested transaction;
- We have reason to believe that an instruction or requested transaction is not authorized by you or on your behalf or by a third person whose authorization we believe is necessary;
- We reasonably believe that the instruction or transaction would violate any applicable regulation or order of, or guidance by, any federal or state regulatory authority;
- Through no fault of ours, you do not have sufficient funds in your Eligible Accounts to cover the transaction;
- The funds required to cover the transaction are subject to a hold, dispute, legal process or lien or are otherwise so encumbered that we reasonably believe their transfer or withdrawal is prohibited;
- We have reasonably identified a financial risk and on that basis chosen (i) to not process a funds transfer, or (ii) to terminate your access to your Eligible Accounts through the Services;
- The Services are not working properly and you had notice or knowledge of a malfunction during the time you provided the instruction or attempted to effect the transaction;
- Your computer is not working properly or there is an interruption of or deficiency in your electrical power, telephone service, ISP or other communication service during the time you provided the instruction or attempted to effect the transaction;
- Circumstances arise, despite reasonable precautions taken by us to avoid those circumstances, that are beyond our control, including, but not limited to, acts of God, natural disasters, wars, civil disturbances, physical attacks, labor strikes, declared states of emergency, attacks directed by computer hackers, computer viruses, denial of service attacks, and other or similar events (considered to be events of force majeure), which prevent the proper execution of an instruction or completion of a transaction.

• **Damages** In no event will we or our officers, directors, employees or agents be liable to you for any loss including, without limitation, loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits, arising out of or related to this Agreement or the subject matter herein, either in tort or contract, even if we have been advised of the possibility of such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.

• **Indemnification** Except to the extent that we are liable under the terms of this Agreement or any other agreement that governs your Eligible Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising from or connected in any way to the provision or performance or non-performance in whole or in part of the Services.

• **Investment Market Data** We may offer access to an investment account through the Services. Each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties that disseminate the data. Neither the participating national securities exchanges or associations nor the suppliers of the market data guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information or messages disseminated by any party. You will not hold us, nor any other disseminating party liable in any manner for, and you agree to indemnify and hold us and any other disseminating party harmless from, (a) any inaccuracy, error, delay in or omission of (i) any such data, information or message or (i) the transmission or delivery of any such data, information or message; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) nonperformance or (iii) interruption of any such data, information or message, due either to any negligent act or omission by us or any other disseminating party or to any event which prevents the proper execution of an instruction or completion of a transaction (considered a force-majeure). You may use real-time quotes only for individual use and may not furnish such data to any other person or entity. Other disclosures and agreements applicable to investment accounts may be provided on the applicable investment website. Any investment product is not insured by the Federal Deposit Insurance Corporation or any other agency of the United States, is not a deposit of or guaranteed by Webster Bank, N.A., or any of its affiliates, and involves risk, including the possible loss of the amount invested.

• **Disclosures of Account Information to Third Parties** We will only disclose information to third parties about your Eligible Accounts or the transactions you make:

- When it is necessary to complete a transaction;
- In order to verify the existence and condition of your Eligible Account for a third party, such as a credit bureau or Payee;
- In order to comply with a governmental agency or court order;
- In order to collect information for our internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service;
- If it involves a claim by or against us concerning a deposit to or withdrawal from your Eligible Account;
- If you give us permission, which we may require in writing; or
- When otherwise required or permitted under state or federal laws and regulations or as permitted under our Privacy and Opt-out Notice.

• **Binding Arbitration** You and HSA Bank agree that if a Dispute (as defined below) arises between you and HSA Bank which you are not able to resolve informally, upon demand by either you or HSA Bank, the Dispute shall be resolved by the following arbitration process. A “Dispute” is any unresolved disagreement between you and HSA Bank. It includes any disagreement relating in any way to your Eligible Accounts or services; to custodial services under your HSA; your use of any of HSA Bank’s banking locations or facilities; or to any means you may use to access an account or service with HSA Bank. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims, provided however, to the extent that you or HSA Bank seek relief that is not expressly stated as a dollar amount (including without limitation repossession, replevin, set-off, recoupment, attachment or injunctive or other equitable relief), the claim, dispute or controversy shall not be a claim subject to arbitration. It specifically includes any claims or dispute arising under this Online Services Agreement, the Health Savings Account Custodial Agreement, Electronic Fund Transfers Agreement and Disclosure included hereto, the Deposit Account Agreement, or any other agreement between you and HSA Bank. A Dispute also includes any disagreements about the meaning, application or enforceability of these arbitration provisions. These arbitration provisions shall survive the payment or closure of your account. **YOU UNDERSTAND AND AGREE THAT YOU AND HSA BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** The only other exception to these arbitration provisions is that you and HSA Bank retain the right to pursue in small claims court any Dispute that is within that court’s jurisdiction. If either you or HSA Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

• **Arbitration Procedure; Severability** You or HSA Bank may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. **NEITHER YOU NOR HSA BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and HSA Bank may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the “Arbitration Administrator”), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (“AAA Rules”). To the extent that there is any variance between the AAA Rules and these arbitration provisions, these arbitration provisions shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and HSA Bank agree that in this relationship: (1) you and HSA Bank are participating in transactions involving interstate commerce; and (2) these arbitration provisions and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state that

govern the relationship between you and HSA Bank. If any provision of these arbitration provisions dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and these entire arbitration provisions shall be unenforceable.

• **Rights Preserved** These arbitration provisions do not prohibit you or HSA Bank from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including set-off and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between you and HSA Bank. The provisions of this arbitration agreement shall survive termination, amendment, or expiration of the Eligible Account or any other relationship between you and HSA Bank. Nothing herein shall prevent a participant in an FSA or HRA subject to Employee Retirement Income Security Act of 1974 (“ERISA”) from appealing an adverse benefit determination to the appropriate plan fiduciary, or exercising any other right provided under ERISA.

• **Fees and Expenses of Arbitration** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. We agree to reimburse you, at the conclusion of the arbitration, within thirty (30) days of the issuance of the decision of the arbitrator, all of the filing, administration and arbitrator fees unless the arbitrator determines that the claim was frivolous or brought for an improper purpose (as measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure). If the applicable law of the state that governs the relationship between you and HSA Bank limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each party shall bear the expense of their attorney, expert and witness fees, regardless of which party prevails in the arbitration. We hereby agree not to seek an award of attorneys’ fees and/or expenses if we prevail in Arbitration.

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