

HSA Bank Online Services Agreement

Please read these terms carefully. This Online Services Agreement (“Agreement”) governs your use of the HSA Bank Online Services (the “Services,” as defined in Section 2 below). Please print a copy of this Agreement for your records.

By checking the “I have read...” checkbox in the last step of the enrollment process, you acknowledge that you have read and understand this Agreement and you acknowledge to be bound by its terms and conditions and by any changes to these terms and conditions as provided. In addition, by using the Service, you agree to the terms and conditions in this Agreement and to any changes. You also agree to the electronic delivery of this document.

If you do not agree to these terms, do not click the “I have read...” checkbox in the last step of the enrollment process, of this Agreement and cancel your enrollment. If you do not agree with these terms and conditions, you may not use the Services.

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;
- “Eligible Account” refers to each deposit account and investment product or account that you maintain with or through HSA Bank. “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.;
- “consumer” refers to a natural person who owns an Eligible Account; and
- “authorized representative” refers to a person with authority of any kind with regard to an Eligible Account or an Online Financial Transaction.

Additional terms may be defined elsewhere in this Agreement.

This Agreement has three sections. Section 1 governs your enrollment as a user of the Service and contains general information about online access and electronic records. Section 2 describes the Services and governs their use and your access to your Eligible Accounts using the Service. Section 3 contains general contract provisions.

Section 1. Enrollment

• Identity Authentication

HSA Bank is concerned about keeping transactions and information secure. Therefore, as part of the process of enrolling you, 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.

- **Electronic Records, Computer Requirements and Electronic Signatures**

By enrolling for and using the Services, you consent to the electronic transmission and delivery of all information and records, including your financial information that would otherwise be provided to you in writing. You will know that we received your consent when we send you an email to the email address you supplied. Your consent will be deemed effective for as long as you use the Services. You may revoke your consent by notifying us as set forth in this Section of this Agreement under the heading “Termination.” If you revoke your consent, your right to use this website and the Services will be terminated.

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 either print or store those messages and information. From time to time, we may require that you upgrade or install software on your computer. You agree to promptly load any such 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 consent and 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 inform us if your email address changes and to provide us with your new email address, using one of the contact methods in this Section of this Agreement under the heading “Termination.” We will provide you with the proper Uniform Resource Locator (URL) to direct you to the location on our website where you may transact remote banking activities.

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.

To the extent allowed by law, you also agree that any notice or communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form at your Internet address as reflected in our then current records, and that such electronic communication shall be in lieu of written communication. This includes delivery of change-in-terms notices affecting your use of the Services. Delivery may be by electronic message or by posting on this website. We encourage you to print or save all such communications and notices, whether they are sent by electronic message or are posted on this website. A message posted to your message center will alert you when a new notice is posted. Notices or disclosures required by federal law that are posted will remain available on this website for at least 90 days. You may request a paper copy of electronic notices required by federal regulations within 60 days of the date such notices were made available to you electronically in the form of an email or posting to our website. There is no fee for copies of notices required by federal law. If you request paper copies of other records that we are able to provide you, we may charge a fee for providing those copies, as set forth in Interest and Fee Schedule.

You also agree that by submitting information online or by communicating with us online, the information or other communication is delivered to us as if it were in writing and contained your signature.

• **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 services and information from HSA Bank that may be presented with a distinctive "look and feel." These services, 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 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 may notify you of such changes by mail, email, or posting a modified Privacy and Opt-out Notice that you can view through this website. Your continued use of the Services following such notification or posting will constitute your acceptance of the revised Privacy and Opt-out Notice. Accordingly, please check regularly for revisions to our Privacy and Opt-out Notice.

• **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 or funds transfer. You cannot send an email 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.

• **Password Protection**

When you enroll to use the Services, you will select a username and password, set up several challenge questions which only you should know how to answer, and select an image and caption. Together, your username and password, challenge questions, image and caption identify you as a consumer 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 verify your image and caption each time you use the Services. No one can access your 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 accounts. We will notify you of any changes to this process by email or by posting a message to your message center.

• **Encryption**

Encryption is 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.

• **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 in 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 in to your account, make sure you access our website directly at www.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.

• **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 the HSA Bank Client Assistance Center at (800) 357-6246, Monday through Friday from 7:00 a.m. to 9:00 p.m., Central Time, by

writing to HSA Bank, P.O. Box 939, Sheboygan, WI 53082 or by sending an electronic message using the Services' messaging system. 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, your service may be considered inactive. We reserve the right to terminate your access to the Services without notice if they 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 reinstatement of your access to the Services by calling the HSA Bank Client Assistance Center at (800) 357-6246.

Section 2. Services

• **Definition.**

As used in this Agreement, "Services" refers to online banking activities which take place at our Internet Banking website, such as opening or adding an Eligible Account, checking Eligible Account balances, transferring funds between Eligible Accounts, and any additional online services we may provide now or in the future.

• **Online Services**

You hereby authorize HSA Bank to accept instructions transmitted by computer to perform any of the Services and to engage in transactions involving your Eligible Accounts. In addition, subject to the terms of any investment account website and account rules, you may add investment account services and information to your Services profile and link to an investment website for online access to your investment account. 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;
- Rules, procedures and policies of HSA Bank in addition to those set forth or referenced in this Agreement that are applicable to an Eligible Account and any Services performed in or through an Eligible Account;
- The rules and regulations of any funds transfer system used to perform the Services; and
- Applicable state and federal laws and regulations.

• **Investment Account Information**

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) non-performance 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 or 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.

• Balance Inquiries and Transfers

You may use the Services to check the balance of your accounts and to transfer money between or among 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.

• Transfers Between Eligible Accounts

A money transfer request may not result in immediate funds availability because of the time required to process the transaction. If you schedule a money transfer between Eligible Accounts on a day that is not a Business Day, the transfer will not be processed until the next Business Day. If you schedule a money transfer Monday through Friday after 2:00 p.m. Central Time, the transfer will not be processed until the next Business Day. A “Business Day” is every day except Saturdays, Sundays and legal banking holidays observed by the Federal Reserve Bank. If there are insufficient funds in an Eligible Account from which you are requesting a money transfer, the transfer will not be processed. We reserve the right to limit the frequency and dollar amount of transactions from your Eligible Accounts for security reasons, or to prevent you or us from incurring a loss.

• No Signature Required

When any online transaction generates an item to be charged to your Eligible Account, you agree that we may debit your designated Eligible Account without requiring your signature on the item, and without prior notice to you.

• 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 from your Eligible Accounts, except as otherwise provided by applicable law. We will not be liable for 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 account without your permission, you should immediately:

- Call the HSA Bank Client Assistance Center at (800) 357-6246;

- Send us an electronic message by using “Contact Us” within our website at www.hsabank.com; or
- Write to us at:
HSA Bank
P.O. Box 939
Sheboygan, WI 53082-0939

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

• 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 under the Deposit Account Disclosures for Consumer Accounts for your Eligible Accounts or 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 any term or condition 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 enough available 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 engage in the transaction;
- Your computer is not working properly or there is any 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 engage in 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.

• **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.

• **Statements/Notices**

We may send you your Eligible Account statements by U.S. mail or notify you by posting a message to your message center, or sending an email that your statement is available for your review at our website.

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, including the Deposit Account Disclosures for Consumer Accounts (which contains the Deposit Account Agreement, our policy on Your Ability to Withdraw Funds, and the Electronic Funds Transfers Agreement and Disclosures). In the event of a conflict between this Agreement and any other agreement or disclosures 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.

- **Amendments**

We may amend, replace or delete any term or condition of this Agreement at any time upon not less than 21 days of notice to you prior to the effective date of any such change. 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.

- **Fees**

Fees are described in the Interest and Fee Schedules for Eligible Accounts. Fees may change over time. Unless otherwise instructed, we will debit fees from the affected Eligible Account.