

## HEALTH SAVINGS ACCOUNT VISA® DEBIT CARD

### PROGRAM TERMS, CONDITIONS AND DISCLOSURES

**DEBIT CARDS ISSUED UNDER THIS AGREEMENT TO ACCOUNT OWNERS AND/OR AUTHORIZED CARD USER(S) WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. MEMBER WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF PIN-BASED TRANSACTIONS. MEMBER ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF HSA DEBIT CARD AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.**

**1. Definitions.** These Program Terms, Conditions and Disclosures (“Terms and Conditions”) set forth the terms and conditions under which you may use the Elevations Credit Union Health Savings Account Debit Card (“Card”). The Card is issued to you by Elevations Credit Union. (also referred to in these Terms and Conditions as “Credit Union” and “us”). Credit Union is the trustee of your Credit Union Health Savings Account (“HSA”) as referenced in your Health Savings Trust Account Agreement. In these Terms and Conditions, the words “you” and “your” refer to the person to whom the Card is issued and any other person who you authorize to use the Card. If the program allows additional Cards to be issued and you authorize the Credit Union to issue an additional Card in the name of another person, “you” or “your” refers to that person as well.

**The Card will be issued to you upon receipt and processing of your HSA Simplifier® Health Savings Account Application. You must sign the Card before using it. By receiving and using the Card, you agree with the Credit Union that the Card, and the money or funds stored in the “HSA Account” (your checking account), which is the Credit Union HSA account into which all funds transfers made to or by you are made, are subject to these Terms and Conditions. You further agree to the terms and conditions of the HSA Simplifier® Health Savings Trust Account Agreement and Disclosure Statement, as included in your HSA Simplifier application. The Card may be offered to you through an intermediary (such as an employer, health care plan administrator and/or insurance company, or government agency). The intermediary is not the issuer of the Card and is not responsible for your Card or your use of the Card. The Credit Union in its sole discretion may refuse to issue the Card to anyone.**

**2. Terms, Conditions and Limitations of Your Relationship with the Credit Union.** The terms and conditions of your Membership and Account Agreement are incorporated herein as though repeated verbatim. Transactions on your account may also be governed by agreements with third parties such as NACHA’s (The National Automated Clearing House Association) Operating Rules and Visa’s Operating Rules which agreements will also be binding upon you and the Credit Union. To the extent that the terms of any such third party agreements provide for specific

processing, reporting or other time periods, or require you to make any claims or provide any notifications or responses, then the third parties’ requirements and rules shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.

**3. Deposits.** Deposits to your HSA Account will be made in accordance with the provisions in the Health Savings Trust Account Agreement and in your Health Savings Account Application.

**4. Card Use.** You agree that you will maintain the security of your Card at all times, keep it in a safe place and not give your Card, or make it available, to any other person. You are responsible for all withdrawals and purchases you authorize using your Card. If you permit other persons to use your Card, you are responsible for any transactions they authorize from your HSA Account. You understand and agree that your use of your Card and the HSA Account shall be consistent with the requirements of health savings accounts as specified in Section 213(d) of the Internal Revenue Code. Neither the Credit Union, nor your employer, the health care plan administrator and/or insurance company, nor any other person other than you shall be responsible for, control or otherwise monitor your use of your Card or the HSA Account.

**a. ATM Transactions.** You may use your Card at any automated teller machines (“Credit Union ATMs”) or at the ATMs of other financial institutions with which the Credit Union has agreements permitting such use (referred to in this Agreement as “Network Agreements,” and a machine covered by any such agreement is referred to as a “Network ATM”) by using the personal identification number (“PIN”) you have selected. The service mark of Network ATMs can be found on the back of your Card. To protect against unauthorized use of your Card, do not write your PIN on your Card or keep your PIN in the same place as your Card. You may use your Card, along with your PIN, at ATMs to: (i) withdraw cash from your HSA Account, or (ii) learn the balance in your HSA Account. All withdrawals will be reported to the IRS as normal distributions.

**b. Purchase Transactions.** You may use your Card to purchase goods and services from participating merchant(s) displaying the service mark of any network that appears on the back of your Card by using your PIN (each a “PIN Purchase Transaction”). When a PIN Purchase Transaction is made there will be an immediate electronic withdrawal from your HSA Account. If your Card bears the applicable Card association debit brand mark, you may make purchases at participating merchant(s) that accept the applicable Card association’s debit (each a “Signature Purchase Transaction”). These transactions may require your signature on the merchant’s receipt.

Generally, we will place a hold on funds in your HSA Account at the time a Signature Purchase Transaction is authorized. Signature Purchase Transactions and PIN Purchase Transactions together are referred to as “Purchase Transactions.”

**5. Cash from Tellers.** You may use your Card to obtain cash from tellers at Credit Union or certain other financial institutions. Such withdrawals, however, may require Credit Union approval. Such approvals are referred to in this Agreement as “Authorizations.” Credit Union may limit the

number of Authorizations provided to you each day as, for example, where called for by the procedures used to safeguard your HSA Account. If for any reason the financial institution requesting the authorization is not able to contact us, or we are not able to respond to it for any reason, you may not be able to complete the transaction even though it would not exceed your available balance or the limitations contained in these Terms and Conditions.

**6. Overdrafts.** You are not permitted to have a negative (overdrawn) balance in your Health Savings Account (HSA), and Courtesy Pay service is not available for HSA Accounts. An overdraft transaction that does cause the account to become overdrawn may result in a non-sufficient funds (NSF) fee in accordance with our Fee Schedule. Additionally, we reserve the right to close any HSA Account that is not immediately brought back to a positive balance once overdrawn. Please consult with your tax advisor and the IRS regarding the tax implications associated with overdrawing your HSA Account

**7. Certain Limitations on Card Use.** Use of your Card and the privileges associated with it can be cancelled by Credit Union at any time for any reason and without prior notice to you. The Card remains Credit Union's property and if we ask you to, you must return it to Credit Union, cut in half. Additionally, the Credit Union reserves the right to at any time deny the issuance of a Card or terminate an existing Card for any authorized user that is not in good standing with the Credit Union or otherwise eligible to do business with the Credit Union. Daily withdrawal and purchasing limits will apply to the use of your Card. Types of transactions that may have pre-set daily transaction limits include withdrawals from ATMs, Signature Purchase Transactions or PIN Purchase Transactions at merchants that accept the Card, purchases and cash-back transactions and over-the counter cash withdrawals. These transactions, as well as others not described here, may be subject to transaction limits controlled by the Credit Union as well as other third parties. These limits are subject to change. Operators of the Network ATMs may also limit the number of withdrawals you may make from their ATMs in any one day. They may also limit the amount of cash you may withdraw from their ATMs during any one session, any one day, or both. Some merchants will not allow "split payments" for transactions; that is, some merchants will not allow you to pay for goods or services by paying for them in part with cash and in part by using the Card.

**8. Fees.** You authorize the Credit Union to charge your HSA Account – without notifying you – for the fees described in your HSA Trust Account Agreement, Fee Schedule, or any other documents provided to you by the Credit Union. A fee will be assessed when there are insufficient funds in your account to process a preauthorized payment, ATM withdrawals, or Point of Sale Debit Card transactions as set forth in the Fee Schedule. You may be charged fees by Network ATM operators or other third parties over whom we have no control when you use your Card at Network ATMs or when you make Purchase Transactions. You agree that the Credit Union may increase or otherwise change those fees or other terms included in these Terms and Conditions, and may impose other fees, at any time by notifying you of such increase, change or imposition at least thirty (30) days in advance and that, if the Credit Union does so, your Fee Schedule and/or these Terms and Conditions shall be

deemed amended accordingly. You agree that if you leave the employment of your current employer or if you are no longer covered under a high-deductible health plan, the fees for the use of your Card and the HSA Account may change. You agree that an acceptable means of notifying you of any change to these Terms and Conditions including a change to your Fee Schedule shall include written notification to the last address as shown on the records of the Credit Union, notification via the email address as shown on the records of the Credit Union or via the website specified with your Card ("Website").

**9. Transactions Made in Foreign Currencies.** Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions. Currency Conversion Fee: If you effect or authorize a transaction with your access device in a currency other than US Dollars, VISA will convert the charge into a US Dollar amount. The VISA currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by VISA, as applicable. The exchange rate VISA uses will be a rate in effect at the time the transaction is processed. This rate may differ from the rate in effect on the date of the purchase or the date the transaction was posted to your account. A Currency Conversion Fee of up to 1% will be applied to transactions that are converted from foreign currencies to U.S. dollars. Cross-Border Transaction Fee: In addition, VISA charges us a Cross-Border Assessment up to 1% on each transaction on all cross-border transactions regardless of whether there is a currency conversion. For purposes of this Section, "cross-border transaction" shall include both (a) transactions initiated in a foreign country which are subsequently settled in the United States, and (b) transactions initiated in the United States but which are ultimately settled in a country outside of the United States. The Credit Union will assess these fees to you to reimburse it for the fee it is required to pay for each of your transactions subject to these terms. The Cross-Border transaction fee will be shown separately on your periodic billing statement. The Currency Conversion Fee, if it applies to the transaction, will be included in the transaction amount posted on your statement.

**10. Protection Under Visa's Zero Liability Policy.** These terms apply only to Signature Based transactions. The Visa's Zero Liability Policy shall protect the cardholder against unauthorized Credit Union transactions that may be made with an Access Device "IF" the transaction(s) are processed as a signature based transaction (does not include pin-based transactions) through the VISA Network. Visa's Zero Liability Policy covers U.S. issued Cards only and does not apply to commercial transactions not processed directly via the VISA Network. Visa Debit Card transactions not approved by a PIN might be processed through non-Visa Debit networks that offer the PIN-less service and may not be processed as Visa transactions. Visa Debit Card transactions not approved by a PIN and processed through non-Visa Debit networks do not include the benefits provided by Visa (e.g. zero liability, \$50 consumer loss cap, provisional credit policies of Visa, and the Visa chargeback and dispute resolution). If there is an unauthorized Visa Debit Card transaction made without a PIN "access code", and the transaction takes place on the VISA network, then your liability will be zero (\$0.00); if you notify us promptly of your lost or stolen Card, provided you were not grossly negligent or fraudulent in handling your Card and you

provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If any Access Device(s) have been lost or stolen, cardholder may not be responsible for any unauthorized purchases if the theft is reported promptly. Upon notification of unauthorized HSA Debit Card transactions, the Credit Union shall limit liability for those transactions to zero unless the cardholder is found to have been negligent in the handling of its HSA Debit Card, (b) other reasons exist which justify the cardholder should be liable. The Credit Union requires such notification to be received within 60 calendar days of the mailing date of the FIRST statement showing any unauthorized VISA Network transaction(s). In evaluating the claim, Credit Union shall consider whether negligence on the cardholder's part has contributed to the transaction(s) in question. Cardholder may be responsible for a loss if, based on substantial evidence, it is reasonably determined that the cardholder was negligent or fraudulent in the handling of any Access Devices or account. Credit Union may provide the cardholder with provisional credit for unauthorized VISA Network transactions within a reasonable time from receipt of notification. Additionally, Credit Union may require written confirmation of the unauthorized VISA Network transactions before providing any provisional credit.

**11. Non-Visa Network Transactions.** Merchants must provide you with a clear way of choosing to make a Visa Debit Card transaction if they support PIN-less service. Please be advised that should you choose to use STAR, Plus, Master Card, Discover, Maestro, Discover, American Express or Cirrus when making a transaction without a PIN, different terms may apply and you may not be eligible for rewards. Certain protections and rights applicable only to Visa Debit Card transactions as described in your cardholder agreement will not apply to transactions processed on non-Visa networks. Please refer to section 10: Protection Under Visa's Zero Liability Policy: These terms apply only to Signature Based transactions conducted via the VISA Network.

**12. Account Information Disclosure.** Credit Union will not disclose information about the use of your Card and about your HSA Account, or the transfers you make, to third parties except that you hereby authorize Credit Union to share any such information with your employer, any health care plan administrator and/or insurance company, and as otherwise provided in the Credit Union's Agreements and/or Privacy Policy.

**13. Written Records.** You may have requested on the Health Savings Account Application that we not provide you with a periodic HSA Account statement. To review transaction details, you can view your transaction history online at the Website or you can call the Credit Union. To access your electronic account record, you need access to the Internet with commercially available browsers or a telephone. At any time you can request that paper statements be mailed on a periodic basis to your last address on file by calling Customer Support. Also, if you select the option to suppress your periodic HSA Account statement, you can still obtain a paper copy of a particular statement by calling Customer Support. A statement copy fee may apply.

Replaced or Reissued Cards. If you provide authorization to a merchant to bill charges on a recurring basis to your HSA Account, and if a replacement Card or a reissued Card has been issued to you, you must provide that merchant with your new HSA Account number and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your HSA Account. If a merchant has an arrangement with the Credit Union or one of its affiliates, then we may provide such merchant with your Card status, HSA Account number, and/or expiration date in order to permit the merchant to continue to bill the recurring charges to your HSA Account until you notify us and the merchant that you have withdrawn your authorization.

**14. Error Resolution Rules For Health Savings Debit Card.** If you need more information, or think your statement or receipt is wrong, or you have a merchant dispute or possible Card fraud, write to: Elevations Credit Union at: ATTN: Card Services P.O. Box 9004, Boulder, CO 80301-9004 on a separate sheet or fax to 303-402-5180 as soon as possible. Elevations must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You may telephone Elevations at 888.346.4412, but doing so will not preserve your rights, and they may require your request in writing. Provide the following information in your written communication:

- Include your name, address, telephone number, account number and Card number for a disputed Card transaction.
- State the date and dollar amount of the suspected error.
- Describe the error, item in question, or the transfer and explain as clearly as possible why you believe it is an error. If you need more information describe the item you are not sure about.
- Include your signature.

**15. To Report Your Card Lost or Stolen.** You must notify Credit Union AT ONCE if: (a) you believe your Card has been lost or stolen, or (b) you believe that someone transferred, or may transfer, money from your HSA Account without your permission. Immediately call the number(s) listed below. Also, for general HSA Account inquiries, call you may call, or write to us at the address or e-mail address below. For other questions about the program, you may wish to contact your employer, health care plan administrator and/or insurance company, or other sources that may be initiating deposits to your HSA Account.

**Lost or Stolen Card:**

Telephone: 24/7, call 888.241.2510 within the US  
Or 909.941.1398 collect outside of the US

Email: Available on ElevationsCU.com

Mail: Elevations Credit Union  
P.O. Box 9004  
Boulder, CO 80301-9004

**16. Special Rules for Provisional Credit for Visa Health Savings Debit Card Transactions.** If you believe a signature Debit Card Transaction was unauthorized, we will re-credit your account within a reasonable time for the amount you think is in error so that you will have the use of the money

during the time it takes us to complete our investigation. If we ask you to put your complaint in writing, we need not re-credit your account, or we may reverse any credit previously made to your account, until we have received your written statement. We may withhold provisional credit, to the extent allowed under applicable law, if the delay is warranted by the circumstances on your account.

**17. Our Liability.** If we do not complete a transfer to or from your HSA Account on time or in the correct amount according to our agreement with you, we will be liable for such losses or damages as provided for by law in such circumstances. However, there are some exceptions wherein we will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your HSA Account.
- b. If a Credit Union ATM or a Network ATM where you are making the transfer does not have enough cash.
- c. If the Credit Union ATM, Network ATM, point-of sale ("POS") terminal, or communications terminal used for a Purchase Transaction was not working properly and you knew about the breakdown when you started the transfer.
- d. If circumstances beyond our control, or the control of the owner of a Network ATM or POS terminal (such as fire or flood), prevent the transfer, despite reasonable precautions that we or they have taken.

**18. Stop Payments; Dispute Resolution.** When you use your Card for Purchase Transactions, including Signature Purchase Transactions, your account is debited immediately and a stop payment is not available to you in connection with such transactions. If your dispute involves a purchase made as part of such a Signature Purchase Transaction please refer to Section 14: Error Rules Resolution Rules for Health Savings Debit Card.

**19. Governing Law and Other Applicable Rules.** Any disputes arising from or related to your Card and the HSA Account shall be governed by the laws of the State of Colorado (without reference to the conflict of laws rules of that state). In addition, any dispute arising from or related to your Card and the HSA Account shall be governed by federal laws and regulations, Federal Reserve Credit Union rules and Operating Circulars, local clearinghouse rules, Automated Clearing House Rules, Internal Revenue Code Section 223 and general commercial bank practices applicable to accounts of your type.

**20. Variation of Law; Severability.** These Terms and Conditions vary according to applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term of these Terms and Conditions. Any provisions of these Terms and Conditions that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Funds in the HSA Account are insured by the NCUA up to the amount provided by applicable law.

**21. Notices.** All notices and amendments to these Terms and Conditions required to be sent under these Terms and Conditions will be sent to you by first-class mail, by electronic transmission, communicated to you via the Website or by such other means as you and we agree upon, to the address we have in our files.

**22. Amendments.** We can change these Terms and Conditions at any time. You must notify us within thirty (30) days of your non-acceptance of the changes. If you do not, or if you use your Card after you receive any notice of change, you will have agreed to the changes.

**23. Termination.** Credit Union shall have the right, at its sole discretion, to terminate the Health Savings Debit Card privileges hereunder. All Cards shall be canceled effective upon termination of this agreement and the card holder shall immediately return all Cards to Credit Union. The card holder shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Access Device(s) prior to the termination date.