

**My Use-of-Card Promises – Effective for all FSA and HRA Plans:** “For each Benny plan (“Plan”) where you are enrolled to use your Benny Prepaid MasterCard (“Card”), you certify that you will only access your Plan account for payment of qualifying expenses under that Plan. You acknowledge that you have received and reviewed guidelines on the expenses that are qualifying expenses under the Plan, and you agree to follow these guidelines. You also agree and affirm that any expense you pay with the Card will not be submitted (and has not been submitted previously) for reimbursement to any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts for any expense you pay with the Card and, upon request, to submit these documents to your Plan Administrator. You acknowledge that in order to process certain Card transactions it may be necessary to disclose information regarding your participation in the Plan to third party service providers (such as benefits administrators that determine pharmacy and/or medical benefits under group health plans) that are not processing transactions for your Plan. The information that would be disclosed would be limited to your name and/or your social security number or other unique identifier, your Plan effective and termination dates. These third party service providers will be contractually prohibited from both using and disclosing to others this information. You also hereby request that your group health and/or other benefit program(s) provide Evolution Benefits with you and your dependents’ claims data to assist your Plan Administrator in paying claims under the Plan.

You hereby request that we refrain from sending you annual privacy notices. You understand that the current privacy notice is available to you at any time by accessing it on the web site, [www.MyBenny.com](http://www.MyBenny.com) or by calling your Plan Administrator at the number on the back of your Card.

You agree and consent to the foregoing commitments and requests each time you use the Card or permit the Card to be used for payment. You understand that you may withdraw this consent at any time by calling the telephone number on the back of your Card, but if you withdraw your consent you will no longer be entitled to use the Card. The promises, requests and consents above will be considered ‘My Use-of-Card Promises,’ and you understand that your acceptance of these (by activation of the Card) and your reliance on them has created a binding contractual commitment on your part regarding your use of the Card. You also understand that you will renew and reaffirm My Use-of-Card Promises each time you use or permit the Card to be used for payment.”

**Effective for all FSA, HRA and HSA Plans:** You hereby request that we refrain from sending you annual privacy notices. You understand that the current privacy notice is available to you at any time by accessing it on the web site, [www.MyBenny.com](http://www.MyBenny.com) or by calling your Plan Administrator at the phone number on the back of your Card.

## Cardholder Agreement

### IMPORTANT – PLEASE READ CAREFULLY

#### **Terms and Conditions/Definitions for the Benny™ Prepaid MasterCard®:**

This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Benny Prepaid MasterCard has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means the Benny Prepaid MasterCard issued to you by The Bancorp Bank, Wilmington, Delaware. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded into the Card Account on your behalf. The Card allows you to access benefit funds that have been established for you by your employer (“Employer” and “Plan Administrator”) in connection with certain employee benefit plans (“Plan(s)”) and which are funded by you and/or your Employer. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Write down your Card number and the customer service phone number provided by your Plan Administrator or Employer on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

**Authorized Users:** You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Secondary Cardholder:** You may request additional Cards for eligible dependents. When an additional Card is requested, you will automatically receive two (2) Cards. You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

**Personal Identification Number:** You will not receive a Personal Identification Number (“PIN”) with your Card.

**Cash Access:** You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use your Card at an ATM.

**Loading Your Card:** You may not load additional funds to your Card, called “value loading”. Only your Employer or Plan Administrator may load additional funds to your Card.

**Using Your Card/Features for FSA and HRA Plans:** The maximum amount that can be spent on your Card per day is the maximum value of your Card, which is the lesser of the value available in each Plan Account of your Card Account or \$10,000. You agree to use your Card solely to pay for certain expenses (“Qualified Expenditures”) as defined under the terms of the Plan(s) accessed by the Card, as separately communicated by your Employer or Plan Administrator. Use of the Card for any other purpose is considered a “Non-Qualified Expenditure.” Each time you present your Card, you represent that the transaction is a Qualified Expenditure that is not reimbursable from any other source. If you use the Card for any purpose other than a Qualified Expenditure, you may be subject to taxes, penalties, fines or surcharges according to applicable federal and state law. Your Employer, the Plan Administrator, the Internal Revenue Service (“IRS”) or any other competent jurisdiction will make the determination of Qualified Expenditures.

We have no responsibility to make such determination. If you use the Card for Non-Qualified Expenditures, you indemnify us and hold us harmless for any penalties or other consequences that may occur as a result of such use. If you use, continue to use or attempt to use the Card for Non-Qualified Expenditures, you may be assessed a penalty and/or your Card may be revoked. You agree to reimburse your Plan for Non-Qualified Expenditures. To the extent that you fail to reimburse your Plan, you authorize your Employer to collect from you personally, or withhold such Non-Qualified Expenditures, including taxes, penalties, fines or surcharges, from your payroll to the extent permitted by law. You may use your Card solely to pay for Qualified Expenditures wherever MasterCard debit cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction. Each time you use your Card, you authorize us to reduce the value available in your Plan and Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Plan or Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Plan or your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. You do not have the right to stop payment on any purchase or payment transaction originated by the use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

**Using the Card/Features for FSA, HRA and HSA Plans:** The maximum amount that can be spent on your Card per day is your available balance which may not exceed the amount permitted by your Plan subject to the limitations above for FSAs and HRAs. You may use your Card to purchase or lease goods or services wherever MasterCard debit cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and paying the remainder of the balance with another form of legal tender. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You are responsible for all authorized transactions initiated by the use of your Card. You may not access cash at an Automated Teller Machine (“ATM”),

Point-of-Sale ("POS") device, through a bank teller, or by any other means with your Card. You will not receive a Personal Identification Number ("PIN") with your Card. You may not load additional funds to the Card.

If you permit someone else to use your Card or Card number, we will treat this as if you have authorized this person to use your Card, and you will be responsible for any fees assessed and transactions initiated by such persons with your Card. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

**Returns and Refunds:** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and you agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

**Charges Made In Foreign Currencies:** If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 2% of the transaction amount and will retain this amount as compensation for its services.

**Receipts:** You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**Card Account Balance/Periodic Statements:** You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. Your available balance and transaction history will be made available to you in electronic format by your Plan Administrator. You will not automatically receive paper statements.

**Fee Schedule:** All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount. You may be assessed an Annual Fee in connection with your Card. The fee would be disclosed in advance to you by your Employer or Plan Administrator and assessed upon activation of the Card. A Lost/Stolen Fee will be assessed if a new Card is reissued or replaced for any reason. This charge will be assessed as a "Lost / Stolen Fee" on the day your replacement Card is ordered and will be shown as such on your statement. The amount of such charge will be disclosed in advance to you by your Employer or Plan Administrator. Any such Annual Fee or Lost/Stolen Fee is an independent fee assessed by the individual Employer or Plan Administrator only and is not assessed by The Bancorp Bank.

**Confidentiality:** We may disclose information to third parties about your Card or the transactions you make:

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal reporting requirements;
- (4) If you give us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed.

**Our Liability for Failure to Complete Transactions:** If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

**Your Liability for Unauthorized Transfers:** Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call your Plan Administrator at the number on the back of your Card. Under MasterCard International Bylaws and Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0.00 if you notify us promptly and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use.

If you notify us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once. If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

**Other Terms:** Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

**Amendment and Cancellation:** We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or to your Employer. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

**Information About Your Right to Dispute Errors:** In case of errors or questions about your electronic transactions, call your Plan Administrator at the phone number listed on the back of your Card, or write Evolution Benefits at 22 Waterville Road, Avon, CT 06001 if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact us no later than sixty (60) days after the FIRST statement was made available to you on which the problem or error appeared.

- (1) Provide your name and Card number (if any);
- (2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information;
- (3) Provide the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If applicable, we will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting your Plan Administrator at the phone number on the back of your Card or address listed at the beginning of this section.

**English Language Controls:** Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

**Customer Service:** For customer service or additional information regarding your Card, please contact your Plan Administrator at the phone number or website located on the back of your Card.

**Revision Date:** 10/2009

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The Benny Prepaid MasterCard is issued by The Bancorp Bank.