Indiana University Visa® Prepaid Benefit Card

My Use-of-Card Promises – Effective for all FSA, HRA and HSA Plans: “For each plan (“Plan”) where you are enrolled to use your Indiana University Visa Prepaid Benefit Card (“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 sign 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 these transactions 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, and 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 Evolution1 with your 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 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 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 Indiana University Visa® Prepaid Benefit Card: This document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the Indiana University Visa Prepaid Benefit Card 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 Indiana University Visa Prepaid Benefit Card issued to you by The Bancorp Bank, Wilmington, Delaware. “Issuer” means The Bancorp Bank or its depository institution affiliate. “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 or our successors and assigns. “Plan” means the Plan of a participant in the Plan to which the Card is issued. “Service Provider” means a third party service provider (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, and 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 Evolution1 with your 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 or by calling your Plan Administrator at the phone number on the back of 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.

Obtaining a PIN: As of April 1, 2013, you may call 1-866-898-9795 and request a Personal Identification Number (“PIN”) for 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. The minimum amount of the initial value load is $10.00. The maximum amount of the initial value load is $10,000.00. The minimum amount of each value reload is $10.00. The maximum amount of each value reload is $10,000.00. You will have access to your funds immediately.

Using Your Card/Features for FSA, HRA and HSA 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 that we may share Non-Qualified Expenditures information with your Plan Administrator. 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 Visa 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 wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You may then arrange to pay the difference using another payment method. Some merchants may not allow the Card to be used as partial payment for the remaining balance in cash. You may be required to pay for the remaining balance in cash if you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined. 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 authorise 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, HRAs and HSAs. You must notify us if you wish to use the Card to purchase or lease goods or services wherever Visa 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 wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined. 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 your Card Account 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...
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;

(3) 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;

(1) Where it is necessary for completing transactions;

In order to comply with government agency, court order, or other legal restrictions; or

(2) Where it is necessary for completing transactions;

In order to verify the existence and condition of your Card for a third party, such as merchant;

In order to comply with government agency, court order, or other legal restrictions; or

In order to verify the existence and condition of your Card for a third party, such as merchant;

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In order to verify the existence and condition of your Card for a third party, such as merchant;

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 will 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.

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.

Card Replacement: If you need to replace your Card for any reason, please contact us at the phone number on the back of your Card to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. There is a fee for replacing your Card.

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 Visa U.S.A. Inc. 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 Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa U.S.A. Inc. 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.

Annual Fee: You will be assessed an Annual Fee in connection with your Card. The fee will 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 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 Visa U.S.A. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is $0.00 if you notify us promptly and you are not grossly negligent or fraudulent in the handling of your Card. If you notify us within two (2) business days of unauthorized Visa debit or non-Visa debit transactions, 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 following the procedures stated in the paragraph labeled “Information About Your Right to Dispute Errors”. If you do not notify us in writing 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 clearnghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. 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 Evolution1 at 82 Hopmeadow St. Suite 220, Simsbury, CT 06070. In writing, you must provide the following information: (1) your name and Card number (if any); (2) the date (it is helpful if you have the transaction date) and dollar amount of the transaction you are unsure about; and (3) the number, description, and amount of the putative error. You must include an explanation stating why you believe your account is incorrect. If you do not provide us with the above information and explanation within thirty (30) days after the FIRST statement was made available to you on which the problem or error appeared, we may treat the transaction or transactions as correct. If you believe your account is incorrect, we will investigate the possible error and correct any error. If we cannot complete the investigation of your complaint or question in ten (10) business days, we will extend the time of our response to thirty (30) days. If we need more time to complete our investigation, we will tell you why and provide an estimate of how long we will need to complete it. We will complete our investigation and send you the results in writing within thirty (30) days of receipt of your complaint or question or, if we need more time, 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.

This Cardholder Agreement is effective 08/2014.

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The Indiana University Visa Prepaid Benefit Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank; Member FDIC.