

## Truth-in-Savings Disclosure

*Rate Information* – Your interest rate and annual percentage yield may change.

*Interest Rate Changes*– At our discretion, we may change the interest rate on your account at any time.

*Frequency of Interest Compounding and Crediting* – Interest will be compounded every month and posted (credited) to your account one time a month.

*Daily balance and computation method* – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

*Accrual of interest on noncash deposits* – Interest begins to accrue no later than the business day on which we receive credit for the deposit of noncash items (for example, checks).

*Account Closure fees* – A Close fee of \$25 will be charged when the account is closed.

## Supplemental Terms & Conditions related to Health Savings Accounts

*Overdrafts* – If an item is presented without sufficient funds in your account to pay it, whether it is presented in the form of a check or an ACH item, we will return the item unpaid (Returned Item) except for any item which we deem the Custodian is legally obligated to pay. If an item is so paid without sufficient funds in your account, an overdraft will be created. Whether the check or ACH item is paid or returned, the Overdraft/Returned Item fee will be assessed as disclosed in the Earnings Rate & Fee Schedule provided to you when you opened your account. Debit card withdrawals that create an overdraft will generally be declined. There are limited circumstances when a debit card withdrawal may be approved creating an overdraft. This may occur when, for example, the system is offline or the merchant does not obtain prior authorization for the transaction. Overdraft/Returned Item fees will not be assessed for overdrafts created by debit card.

The Internal Revenue Service (IRS) defines an overdraft on a Health Savings Account (HSA) as a prohibited transaction. According to IRS Code, if an HSA holder engages in a prohibited transaction, the HSA will cease to be an HSA on the first day of the year in which the prohibited transaction occurred. Further, the bank must treat the HSA as if all the assets were distributed on the first day of the year in which the prohibited transaction occurred. All overdrafts, including those created by a transaction, a fee, or an oversight, are prohibited. If an overdraft occurs on the HSA, the bank is required to close the account and report the January 1 balance as a nonqualified distribution.

*Nonqualified distributions* are includible in your gross income and may be subject to a penalty. Further, if items are returned unpaid (Returned Item) on four or more occasions in any rolling 12-month period, your HSA will be closed whether or not the transaction resulted in an overdraft on the HSA.

Your HSA Custodian urges you to use the utmost care in managing your HSA account to avoid overdrafts and the possible closing of your account.

*Contributions* – All deposits (or transfers resulting in a credit to your account) are considered to be contributions made for the current year. In order to apply a contribution for a specific tax year, you must come contact your Plan Service Provider and notify them of the appropriate tax year by completing a HSA Contribution Form. Account owner assumes complete responsibility for: 1.) determining eligibility for the HSA Today account every year contributions are made; 2.) ensuring all contributions are made within the limits set forth by the laws; and 3.) tax consequences of any contributions (including rollover contributions) and distributions.

*HSA Today Card (Debit Card) and Electronic Transactions* – We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA — for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction — can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with

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us, it is good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. We recommend consulting a legal or tax professional if you have any questions about managing your HSA.

*Types of HSA Today Card Point-of-Sale Transactions Permitted* – You may access your checking account(s) to purchase goods (in person, by phone, or on the Internet), pay for services (in person, by phone, or on the Internet), and do anything that a participating merchant will accept.

*HSA Today Point-of-Sale Transactions – dollar limitations – Using your card:*

You may not exceed \$5000 in transactions each calendar day (signature-based transactions)

*Please see the Electronic Fund Transfers: Your Rights and Responsibilities section of the Consumer Terms and Conditions for a complete disclosure of electronic fund transfers services.*

*Qualified Medical Expenses / Use of the Account* – You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. We are not responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses.

*Relation to Other Agreements* – The terms of this disclosure are intended to work in conjunction with the Health Savings Account Application and the Account Agreement Terms and Conditions provided to you. In the event of a conflict, the terms of the Health Savings Account Application control. See also the Earnings Rate & Fee Schedule given to you in conjunction with these disclosures for a schedule of fees that may be related to the account.

For more information concerning the use of the account please refer to the Electronic Funds Transfer Agreement Disclosure below.

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### ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE

The federal Electronic Fund Transfer Act and Regulation E require financial institutions to provide certain information to consumers (i.e., natural persons) regarding electronic fund transfers (EFTs). Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account to pay for purchases or to pay bills. This Agreement and Disclosure also applies to the use of a Debit Card and any other personal identification number, password, or access code ("Access Device") we have issued to you as described below.

In this Agreement and Disclosure ("Agreement"), "we", "our" and "us" refer to the Custodian or HSA Today and its affiliates. "You" and "your" refer to each and every owner of an account and all others authorized to access an account on your behalf. The provisions in this Agreement apply only to electronic fund transfers that debit or credit a checking, savings or other asset account owned by a consumer and used primarily for personal, family or household purposes. All terms in this Agreement will have the same meaning as that contained in Regulation E.

*Terms and Conditions.* The Custodian offers a variety of services that our customers may use to initiate electronic transfers of funds to or from their accounts. This agreement includes important information about the rights, liabilities, and responsibilities of each party involved in an electronic fund transfer (EFT). By establishing or using an EFT service, you agree to the terms and conditions below, as well as those contained in your application for the service. We may change the fee for any service at any time, but will provide you a notice before such change takes effect. Your account is also governed by the terms and conditions of other applicable agreements between you and the Custodian, including but not limited to the *Schedule of Fees and Charges*.

#### Electronic Fund Transfer (EFT) Services

**DEBIT CARD** – If we issue you a Debit Card, you may use it for the types of services noted below and the following provisions will be applicable:

**Using Your Card.** In order to assist us in maintaining the security of your account, the Debit Card ("Card") remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction. We will not be required to complete any such transaction, but if we do, we may at our sole discretion, charge or credit the transaction to another account. In this case, you agree to pay us the amount of the improper withdrawal or transfer upon request.

**Point-of-Sale (POS) Transactions** – You may use your Debit Card to purchase goods and services from merchants that have arranged to accept the card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as "Point-of-Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for debit card transactions is your checking account.

In addition, your Debit Card may be used at any medical or health related merchant that accepts MasterCard® debit cards for the purchase of goods and services.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance.

We reserve the right to restrict or block any international transaction. Please see the *Limitations on Electronic Fund Transfer (EFT) Services* below.

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**ONLINE & MOBILE BANKING** – You may use your Online Banking ID and password to perform the following functions through our internet banking or mobile banking solutions:

Initiate transfers of funds between your HSAToday Account and Personal Checking/Savings accounts.

Check your HSAToday account balance(s), and the credits and debits that have posted to your account(s).

**BILL PAY SERVICES** – you may pay bills from your account using a computer or mobile device. We will use one of two methods to initiate the payment of your bill. The “Payee Type” you select along with other factors will determine how the transfer is completed, and the applicable rules and regulations that will apply to the transaction.

**Electronic Method.** Your payment will be made electronically and, therefore, covered by this Agreement if certain criteria are met. These criteria include the Payee’s participation in the Automated Clearing House (ACH) Network and/or acceptance of electronic payments as well as other determining factors.

**Check Method.** For all other payees, the payment will be made solely by check, draft or similar paper instrument drawn on your account. As such, your deposit contract with us, and not this agreement, will cover the check payment.

**Fees for Bill Pay.** We may charge your account a fee for each Bill Pay item you initiate. You should refer to the terms of your account with us and the current *Earnings Rate & Fees Disclosure* we have furnished you. Copies of this schedule are available upon request.

**ELECTRONIC CHECK CONVERSION** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

**PREAUTHORIZED TRANSFER SERVICES** – You may arrange for the preauthorized automatic deposit of funds to your HSAToday account(s).

YOU MAY NOT PLACE A STOP PAYMENT ORDER ON ANY TRANSACTION INITIATED WITH YOUR DEBIT CARD.

### Limitations on Electronic Fund Transfer (EFT) Services

**Debit Card Daily Limit for Point-of-Sale Transactions** – You may use your Debit Card to make a purchase of up to 2,000.00 during a business day at or through Participating Merchants or terminals. For example, transactions made after cutoff on Friday, on Saturday and on Sunday are included in the limit for Monday.

**Blocked Debit Card Transactions** – We reserve the right to lower the daily limits, place additional restrictions, and/or block transactions without notice to help prevent the unauthorized or fraudulent use of your card. Our actions may include, but are not limited to, blocking transactions from certain types of merchants, retailers located in certain states or international transactions.

**Representative Payee Accounts and Access Devices** – HSAToday does not issue debit cards to Organizational Representative Payees.

**Other Limitations** – We reserve the right to impose limitations for security purposes at any time.

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### Notice of Rights and Responsibilities

The use of any electronic fund transfer described in this Agreement creates certain rights and responsibilities as described below.

### Right to Receive Documentation of Your Transfers

*Periodic Statements* – If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it.

*Preauthorized Deposits* – If you have arranged to have direct deposit made to your account at least once every sixty (60) days from the same person or company, they will tell you every time they send us the money. To find out whether or not the deposit has been made, you can contact your Plan Service Provider for account support. You can also check your transactions 24/7 by logging online or mobile banking systems.

### Your Responsibility to Notify Us of Lost or Theft

If you believe your Debit Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact your Plan Service Provider as soon as possible.

You should also call the number on the back of your debit card, if available, and request the debit card be blocked.

*Your Liability* – Tell us at once if you believe your Debit Card has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your debit card, you can lose no more than fifty dollars (\$50.00). If you do not tell us within two (2) business days after you learn of the loss or theft of your debit card and we can prove we could have stopped someone from using it without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

*Your Liability for Unauthorized Debit Card Transactions* – The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your Debit Card. These limits apply to unauthorized transactions processed on the MasterCard® network.

If you notify us of an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the MasterCard® network, zero liability will be imposed on you for the unauthorized charge. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Debit Card.

*Illegal or non-compliant Use of Debit Card* – You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities. You also agree to use your HSA Today Debit Card for health and medical related expenses only and acknowledge you are solely responsible for any tax related event occurring as a result of misuse of the Debit Card.

*In Case of Errors or Questions about Your Transactions* – In case of errors or questions about your electronic fund transfers, contact your Plan Service Provider for assistance.

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You may also use the current information on your most recent account statement to reach us.

Notification should be made as soon as possible if you think your statement is wrong or if you need more information about a transaction listed on the statement. You must contact your Plan Service Provider no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. You must be prepared to provide the following information:

- Your name and account number;
- A description of the error or transaction you are unsure about, along with an explanation as to why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

If you give notice by calling us, you may be required to send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (30) business days (60 business days for a new account) 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 (90 days for new accounts and Point-of-Sale transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (20) business days (30 business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made.

We will tell you the results within seven (7) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

*Liability for Failure to Complete Transfer* – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the account portal access to your account was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- If the funds in the account are subject to legal action preventing a transfer to or from your account. There may be other exceptions provided by applicable law.

### Charges for Transfers or the Right to Make Transfers

*Schedule of Fees and Charges* – Your account will be charged for each transfer/transaction as published in the *Schedule of Fees and Charges* we have provided you, which is hereby incorporated into this Agreement. Additional copies of the schedule may be obtained from the myhsatoday.com web-site or by calling your Plan Service Provider upon request.

*Card Replacement Fee* – If applicable, we may charge our standard published fee to reissue or replace your Debit Card.

*Overdraft Fee* – Unless restricted by law, we will charge our standard published NSF/OD fee for each item presented against insufficient funds in your account (excluding any overdraft limit). This fee may be

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charged for a Debit Card transaction even when it was preauthorized based on sufficient funds in the account at the time of withdrawal, transfer or purchase.

### Disclosure of Account Information

You agree that merchant authorization messages transmitted in connection with Point-of-Sale transactions are permissible disclosures of account information, and you further agree to release the Custodian and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account: (i) where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or (ii) in order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or (iii) in order to comply with government agency or court orders; or (iv) with your consent.

### Definition of Business Day

Our business days are Monday through Friday, excluding federal and State of Arkansas legal holidays observed by us.

### Amending or Terminating this Agreement

We may change or amend any of the terms and conditions of this Agreement, including applicable fees, at any time upon at least thirty (30) days written notice to you prior to the effective date of the change or amendment. If you do not agree to abide by a change or amendment, you must notify Arvest Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. Your failure to furnish notice before the change or amendment takes effect shall be deemed to be your acceptance of such change or amendment. Arvest Bank may cancel this Agreement at any time, without giving you prior notice.

### Additional Provisions

You agree not to reveal your password or login ID to any person not authorized by you to access your account.

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### HSATODAY FUNDS AVAILABILITY POLICY

#### Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available you can withdraw the funds in cash and we will use the funds to pay checks written on your account.

For determining the availability of your deposit every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day we are open we will consider that to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

#### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available up to 5 business days after the day of your deposit. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$2,500 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

They will generally be available no later than the 7th business day after the day of your deposit.

#### Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The deposit over \$2,500 will be available on the seventh business day after the day of your deposit.

Funds from all other check deposits will be available no later than the 10th business day after the day of your deposit.