

LEGAL INFORMATION

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By using the Website in any manner, including but not limited to visiting or browsing the Website, you agree to these Terms of Use and all other operating rules, policies, and procedures that may be published from time to time on the Website by us, as well as the Applicable Service Terms defined below, each of which is incorporated by reference and each of which may be updated from time to time without notice to you. These Terms of Use apply to all users of the Website. **ARBITRATION AND CLASS ACTION WAIVER:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE [ARBITRATION](#) SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

SERVICES PROVIDED BY HEALTHEQUITY

HealthEquity is an Internal Revenue Service (“IRS”) authorized, non-bank trustee (“NBT”) operating as the custodian of health savings accounts (“HSAs”). The IRS NBT Authorization Letter is available at the Quick Links sidebar on this page.

HealthEquity is also a directed third-party administrator of other tax favored health plans, programs, and services which it administers according to the sponsor's applicable plans, programs, directives and service terms ("Plan").

These Terms of Use are not intended to replace or modify the terms, conditions, limitations, and exclusions contained within the applicable Plan documents, the Health Savings Account Custodial Agreement or other applicable agreements or laws that apply to the services ("Additional Service Terms"). In the event of a conflict between these Terms of Use and the Additional Service Terms, such Additional Service Terms shall control unless they expressly state otherwise. In order to elect and effectively use our services, it is important to review the applicable legal documents (e.g., Plan documents, Health Savings Account Custodial Agreement, etc.) and any information provided to you by your employer.

We do not provide medical advice, diagnosis, or treatment. Information obtained from HealthEquity licensors and from the Website, including text, tools, and services, is for your personal informational purposes only and should not in any case replace legal, tax, medical, and other professional advice.

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INDEMNIFICATION

You shall defend, indemnify, and hold harmless HealthEquity, our respective subsidiaries, affiliates and each of our and their respective officers, directors, employees, contractors, suppliers and representatives from and against any and all liabilities, claims, damages, judgments, awards, losses, costs, and expenses, including reasonable attorneys' fees, that arise from or relate to your breach of these Terms of Use, your misuse of the Website or Content, your noncompliance with applicable law, or your infringement of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree to defend and indemnify HealthEquity and our subsidiaries, affiliates, officers, directors, employees, and agents, and hold them harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of these Terms of Use or your misuse of the website.

LIMITATION OF LIABILITY

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PRIVACY

Your privacy is important to us. Please see our [General Privacy Notice \(healthequity.com/privacy\)](https://healthequity.com/privacy) to learn how we collect, use, and disclose your personal information.

ARBITRATION

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF USE, YOUR USE OF THE WEBSITE, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF UTAH. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. The location of the arbitration shall be Salt Lake City, Utah. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. You agree that regardless of any statute or law to the contrary, any claim or cause of action

arising out of, related to or connected with the use of the Website, Privacy Notice or these Terms of Use must be filed within one (1) year after such claim of action arose or be forever banned. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

APPLICABLE LAW, PERSONAL JURISDICTION, AND VENUE

These Terms of Use are governed by and enforced in accordance with the laws of the Utah (excluding conflict of law principles). By using this Website, you agree to submit to the exclusive personal jurisdiction and venue of the federal and state courts located in Salt Lake County, Utah, with respect to all matters.

UNAUTHORIZED USE

Unauthorized use of HealthEquity's Website(s) and systems, including but not limited to unauthorized entry, misuse of passwords, or misuse of any information posted to our Website(s), is strictly prohibited.

MISCELLANEOUS TERMS

Your obligations and compliance with these Terms of Use survive their termination. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may not transfer or assign any rights or obligations under these Terms of Use. We may transfer or assign its rights and obligations under these Terms of Use. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.

ELIGIBILITY

You represent and warrant that you are at least 13 years of age, that your parent or legal guardian agrees to be bound by these Terms of Use if you are between 13 and the age of legal majority in your jurisdiction of residence, and that you have not been previously removed from and are not prohibited from using the Website. We may, in our sole discretion, (a) refuse to offer use of the Website to any person or entity and (b) change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules, and regulations applicable to you.

CHANGES TO TERMS

HealthEquity reserves the right to update these Terms of Use at any time. Continued use of the Website and/or HealthEquity services, signifies your acceptance of any changes.

CONTACT INFORMATION / REGISTERED AGENT FOR SERVICE OF PROCESS

Please send questions or comments about our Terms of Use and all other legal notices to our registered agent for service of process:

National Registered Agents, Inc.

1108 E South Union Avenue

Midvale, UT 84047

<https://secure.utah.gov/bes/details.html?entity=5578753-0143>

Effective Date

Last updated February 2023.