

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the HealthEquity®|TransitChek Prepaid Visa® Card and HealthEquity®|TransitChek Parking Prepaid Visa® Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the TransitChek Prepaid Visa Card or the TransitChek Parking Prepaid Visa Card (the “Card”) has been issued to you by The Bancorp Bank, a Delaware state-chartered Bank (“The Bancorp Bank” or “Issuer”). 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.

“Plan Sponsor” refers to the employer or other entity sponsoring the Card program. HealthEquity, Inc is the entity managing the Card program (“Program Manager”) on behalf of the Plan Sponsor. The Card program is designed to enable the Plan Sponsor to provide you with a qualified transportation fringe benefit under section 132(f) of the Internal Revenue Code. “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.

When you obtain a Card from your Plan Sponsor, you will receive a non-personalized unregistered Card (the “Unregistered Card”). If you decide to load the Card Account with personal post-tax funds, you must provide certain personal information as described in the section labeled “*Registering the Unregistered Card*”. Upon receipt of this information, as we, in our sole discretion, deem appropriate, the Unregistered Card will be converted to a “Registered Card”. For more details, see the section below labeled “*Registering the Unregistered Card*”.

By accepting and using a Card, you agree to be bound by the terms and conditions contained in this Agreement. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded or that have been loaded onto the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of it. 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 and is not for resale. You will not receive any interest on the 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. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

1. Customer Service

For customer service or additional information regarding your Card, please contact “**Member Services**” at the Address, Phone Number or Website below:

Address: HealthEquity TransitChek Cardholder Services, 15 West Scenic Pointe Drive, Draper, Utah 84020

Phone Number: 1-800-945-CHEK (2435)

Website: <https://tccard.transitchek.com>.

Customer Service agents are available to answer your calls:

Monday through Friday (excluding holidays), 8:00 a.m. to 8:00 p.m. (Eastern Time)

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

If you register the Card, write down the Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

2. Activate the Card

The Card will be activated at the time the initial transaction is made with the Card. You may begin using the Card as soon as you receive it.

3. Registering the Unregistered Card

In order to register the Unregistered Card you must have a cardholder account in <https://tccard.transitchek.com>. You will be asked to provide certain information in order to complete the registration process. Once your card is registered you will be able to perform balance inquiries and card to card transfers.

4. Unused Funds Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with the Card. You do not need a PIN in order to use the Card, however, you can obtain a PIN by calling Member Services. You should not write or keep your PIN with the Card. Never share your PIN with

anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

5. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of a Card. If you permit another person to have access to a 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.

6. Secondary Cardholder

You may not request an additional Card for another person.

7. Your Representations and Warranties

By using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) in the case of a Registered Card, you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with a Registered Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

8. Cash Access

You may not use the Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means. You may not use the Card at an ATM.

9. Loading the Card

The Unregistered Card is provided to you by your Program Sponsor and will be distributed preloaded with pretax funds. The maximum amount on each preloaded Card is \$280.

If you have registered the Card as described in the "Registered the Unregistered Card" section above, you may add additional post-tax funds with a personal debit or credit card one time only by logging into your account at <https://tccard.transitchek.com>. The minimum amount of the one-time add value load is \$1.00. The maximum amount of the one-time load is \$600.00 less any balance on the Registered Card. The maximum value allowed on the Card or Registered Card in total is restricted to \$600.00. The maximum number of times you may value load the Registered Card for the lifetime of the Registered Card is once. You will have access to your funds immediately after value loading. Personal checks, cashiers' checks, and money orders sent to the Issuer are not an acceptable form of loading. At our discretion, we may allow a load payment in excess of the limits disclosed below, including the maximum value limit, to post to the Registered Card Account. However, if such a load payment is permitted to post to the Registered Card Account on one occasion, there is no guarantee that any load(s), in any form, in excess of the disclosed limit will be permitted in the future. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card or Registered at the discretion of the Issuer.

You may transfer the entire available balance from one Card to another Card via the website or by calling Member Services. You must either use all value on the Card or Registered Card or transfer unused value to another Card or Registered Card prior to the expiration date on the Card. There are no cash refunds and the Card cannot be redeemed for cash.

The maximum balance of the Card Account is limited to \$600.00. These are the limits associated with adding post-tax funds to the Registered Card:

Transaction Type	Dollar Limits	Frequency Limits
Debit/Credit card*	Minimum load of \$1.00; up to \$600.00	Maximum of 1 load for the life of the Registered Card
Card to Card Transfer**	Up to \$600.00 per transaction, per day	No frequency limit

*Post-tax funds cannot be added to Unregistered Cards until the Card has been registered to your cardholder account. See the section captioned "Registering the Unregistered Card" above for details.
** Card to Card Transfers are available for purposes of transferring the entire available balance of one Card to another.

10. Preauthorized Transfers

The Card Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants"). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer's bank routing number and the Card Account number to anyone.

11. Using The Card/Features

The maximum amount that can be spent on the Unregistered Card or Registered Card per day is \$600.00. Transit Operators may have lower limits or other transaction limits. The amount you may spend in any given month is also limited pursuant to section 132(f) of

the Internal Revenue Code. The maximum value of the Card or Registered Card is restricted to \$600.00.

Transaction Type	Frequency and/or Dollar Limits**
Card Purchases (Signature)	No frequency limit, up to \$600.00 per transaction, up to \$600.00 per day
Card Purchases (PIN)*	No frequency limit, up to \$600.00 per transaction, up to \$600.00 per day
Card to Card Transfer***	No frequency limit, up to \$600.00 per transaction, up to \$600.00 per day

*You must be the holder of a Registered Card to preform PIN based transactions. See the section captioned "Registering the Unregistered Card" above for details.
**Certain Transit or Parking Operators may have separate and/or different limits.
*** Card to Card Transfers are available for purposes of transferring the entire available balance of oneCard to another

You may use the Card to either purchase qualified transportation fringe benefits related to transit or qualified commuter parking in accordance with section 132(f) of the Internal Revenue Code in the United States and District of Columbia everywhere Visa debit cards are accepted as long as you do not exceed the value available on the Card Account. The Card may not be used outside of the United States and District of Columbia, including Internet and mail or telephone order merchants outside of the U.S. and District of Columbia. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay 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 Account 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 the Card, the Card is likely to be declined.

When you use the Card to make a purchase a preauthorization will be placed on the Card Account. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the **final payment amount is received, the preauthorized 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.**

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. 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.

If you use the 16-digit Card number without presenting the 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 the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on the Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

12. Non-Visa Debit Transactions

Procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions were processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, a transaction may be processed as either a Visa debit transaction or as a NYCE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Should you choose to use the NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to the paragraph titled "*Your Liability for Unauthorized Transfers*" for a description of the rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe or dip the Card at a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

13. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card or Registered Card, you agree to accept credits to the Card or Registered Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer, the Program Manager nor the Plan Sponsor are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or Registered Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

14. Registered Card Replacement

If you have registered the Card and need to replace it for any reason, please call Member Services to request a replacement. You will be required to provide personal information which may include the 16-digit Card number, full name, transaction history, copies of accepted identification, etc. The Program Manager reserves the right to charge a fee for replacing the Card. Please see the fee schedule below. Unregistered Cards cannot not be replaced.

15. Expiration

The Card will expire no sooner than the "Valid Thru" date printed on the front of it. **The pre-tax funds on the Card expire when the Card expires.** You will not be able to use the Card after the expiration date. If you have loaded post-tax funds with a personal debit or credit card, you can request the funds be returned to you by calling Member Services. There is a fee for this service. If you have a Registered Card and need a replacement Card for any reason other than the Card's expiration, you may request one at any time, however there is a Replacement Card fee. For information about these fees, see the section labeled "Fee Schedule."

16. Transactions Made in Foreign Currencies

The Card or Registered Card may only be used within the fifty (50) U.S. states including the District of Columbia.

17. Receipts

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

18. Card Account Balance/Transaction History

You are responsible for keeping track of the Card Account available balance. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may access the available balance by calling 1-888-288-CHEK (2435) or logging in online at <https://tccard.transitchek.com>. You will not automatically receive paper statements.

19. Fee Schedule

All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account.

Card Replacement Fee (SVC CHG-REPLACE CARD):	\$15.00 (per request)
Card Account Close Out (DR ADJ CRD CLOSE FEE):	\$15.00 (per request)

20. Confidentiality

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

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

21. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from the 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 the Card to complete the transaction.
- (2) If a merchant refuses to accept the 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 the Card has been blocked after you reported the Card lost or stolen.
- (5) If there is a hold or your funds are subject to legal or administrative process or another 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) If your Plan Sponsor or the Program Manager did not add funds to the Card Account(s) in a timely manner
- (9) Any other exception stated in our Agreement with you.

22. Your Liability for Unauthorized Transfers

Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call Member Services. Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of

the cardholder has been registered with us). You must notify us immediately of any unauthorized use.

To keep losses down, we will block the Card if it has been reported lost or stolen. If you have a Registered Card we will send a replacement. There is a fee for replacing the Card. For information about the fee, see the section titled "*Fee Schedule*."

23. Other Miscellaneous Terms

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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 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.

24. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. By posting the amended Agreement on our website at <https://tccard.transitchek.com>, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at <https://tccard.transitchek.com>. You will, as appropriate, 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 the Card or Registered Card or this Agreement at any time. You may cancel this Agreement by returning the Card or Registered Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that the Card Account is cancelled, closed, or terminated for any reason, there are no cash refunds or return of any unused pre-tax funds. Any post-tax funds added with a personal debit or credit card will be returned to you at the last known address.

25. Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about Card Account transaction(s), call or write to Member Services as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account. You may request a written history of your transactions at any time by.

In case of a discrepancy or questions about Card Account transactions you will need to tell us:

1. Your name and the 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the Card Account. If we decide there was no discrepancy, we will send you a written explanation.

26. 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.

27. No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Card.

28. ARBITRATION:

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Card Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) transactions on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO *NOT USE* THE CARD. CALL MEMBER SERVICES TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO RECEIVE THE FUNDS ASSOCIATED WITH THE CARD ACCOUNT.

This Cardholder Agreement is effective 05/2022