



VISA® HSA DEBIT CARD AGREEMENT

This VISA® HSA Debit Card Agreement (“**Agreement**”) explains the rules, which govern your debit card and its usage. In this Agreement, the words “**you**” and “**your**” mean the owner or an authorized signer on the account, to whom the VISA® HSA Debit Card is issued. The word “**account**” means your HSA account. “**Bank**,” “**we**,” and “**us**” refers to Resource Bank. “**Card**” means the VISA® HSA Debit Card authorized by us for use in making electronic fund transfer. “**POS**” means Point of Sale. Please read this Agreement carefully and keep it in a safe and convenient place. By activating the Card, you agree to the terms and conditions in this Agreement any amendments.

A. IMPORTANT AGREEMENT INFORMATION ABOUT YOUR DEBIT CARD

- 1. Participating Merchants.** Participating Merchants, also referred to as merchants, are merchants who have agreed to accept the Card. You can purchase goods and services. If you establish recurring payments at any time with a merchant, you must notify the merchant when your card number or expiration date has changed or your Card is closed.
- 2. Debit or Credit.** A merchant may ask you if your purchase is debit or credit. If you choose debit, your PIN will be required for the transaction. If permitted by the merchant, you can also get cash back with your purchase by using debit. If you choose credit, you will be asked to sign a receipt. Exceptions to signing for credit purchases includes but is not limited to fuel purchases. In both instances, your purchase will be subtracted from your primary Health Savings checking account.
- 3. Personal Identification Number (PIN).** Once you receive your Card, you may activate your Card and select your own PIN by calling (866)633-5293. You may also visit any of our branches during business hours to select or change your PIN. The PIN you select must remain confidential and should not be disclosed to third parties or recorded on or with your Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone. If you fail to maintain the security of your PIN and the Bank suffers a loss, we may terminate your Card and account immediately. If your PIN is entered incorrectly three (3) consecutive times, your Card will be locked from withdrawing funds. Should this happen, please contact Resource Bank Customer Service at (985) 801-0150 during normal business hours which are Monday – Friday 8:00AM – 5:30PM and Saturday 8:30AM – 12:00PM.
- 4. Limits.** Your limit for POS transactions is \$1,500.00 per day. Your limit for ATM transactions is \$405.00 per day.
- 5. Authorization Holds.** When you use the Card in a POS transaction, the merchant may request an authorization for the transaction at the time of the transaction. In certain circumstances the payment authorization system permits the merchant to request authorization for an amount that may be less than (e.g., gas pump) or more than (e.g., hotel) the final amount of the transaction, which final amount may be unknown at the time of the transaction. In connection with POS authorization requests, we may place a hold on your account as directed by the merchant at the time of the transaction. Once such a hold is in place, the amount of the hold may not be available to pay checks, POS transactions, or other withdrawal or transfer orders or requests that you or other parties may make. The hold will be released when the merchant presents final amount and we process the transaction, or three business days after the transaction date whichever occurs first. During the time that a hold is in place, the balance reported to you by means of telephone banking, online banking, ATM, or your periodic statement may not reflect that the hold is or was in place against your account. During the period of any hold, we may, in our discretion, return items presented against your account or decline withdrawal and transfer requests, or we may pay such items and approve such withdrawal and transfer requests, if there are not sufficient funds in your account for such transactions in excess of the amount of the hold.

The IRS Regulations prohibits an HSA to go into any overdraft/ overdrawn status and we may decline the transaction exceeding the available balance in your account. In the event your account goes into an overdrawn status, you agree to be responsible for any overdraft and/or nonsufficient funds fees we assess as a result of transactions against insufficient funds in your account during the period of any POS authorization holds, subject to the requirements of applicable law or regulation. You are responsible for knowing when you have made a POS transaction that might result in a hold and for not initiating transactions against insufficient funds during the period of any hold. We have no obligation to release the hold at any time.

You agree to release us from liability based on our return of items and/or our refusal to allow withdrawal or transfer requests when there are insufficient funds in your account due to any POS authorization hold. You further release us from any and all liability in the event any merchant delays or fails to complete the final processing of any POS transaction that you may have initiated with the merchant, and/or in the event any merchants places an authorization hold against your account in error. In general, we will not be responsible for any transactions generated in error by merchants, processing agencies, or any other third parties not under our control, except as may be required under applicable law.

- 6. Contact Information.** It is important for you to inform the Bank of any changes to your address, phone numbers, and e-mail address. The Bank or a third party vendor may attempt to contact you regarding any suspicious transactions on your account.
- 7. Foreign Transactions.** A Foreign Transaction fee is a fee which will be applied to transaction that take place outside of the United States, even if the currency used is in U.S. Dollars. If a transaction is in a foreign currency, Visa will convert the transaction into U.S. Dollars by using their own currency conversion procedures. Your bank statement will reflect foreign transactions. The exchange rate between the Transaction Currency and the Billing Currency as either of the following:
 - a.** A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable Processing Date, which rate may vary from the rate Visa receives; or
 - b.** The rate mandated by a government or governing body in effect for the applicable Processing Date.
- 8. Notification of Card Use Restrictions.** The Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.
- 9. Our Right to Refuse Transactions.** We may refuse to authorize transactions that we believe may be illegal, unlawful, or fraudulent.
- 10. Returning or Cancelling Your Card.** Any Card or other device we supply to you is the Bank’s property. The Card remains the property of the Bank and may be cancelled by the Bank at any time without notice. You must return the Card to us if we request you to do so. No such termination of this agreement by you shall be effective as to obligation of you with respect to use of the Card prior to the date such termination is received by the Bank. You cannot transfer your Card or account to another person.
- 11. Overdrawn.** If a Card transaction causes your account to become overdrawn, you are obligated to bring your account to a positive balance promptly.
- 12. Fraud Monitoring.** Fraud monitoring for customers are provided by a third party vendor for fraud protection. The fraud monitoring company has tools to detect unusual behavior patterns and enables the company to contact you if they detect abnormal patterns and to potentially block fraudulent transactions.
- 13. Account Activity Alerts.** You can set up e-mail alerts or text alerts on your account for Card activity exceeding an amount you specify through Online Banking.

- 14. Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with the Bank or we suspect fraudulent activity on your account, the Bank may without prior notice restrict access to your accounts or suspend the use of your Card. Such restrictions may continue until you resolve any breach condition or any fraud condition.
- 15. Inappropriate Use of Card for HSA.** You understand and agree that your use of the Card with respect to the HSA will be consistent with the requirements of the Custodial Agreement and Internal Revenue Code Section 223 (for HSAs). You are solely responsible for monitoring your use of your Card with respect to your HSA. If you use the Card to access the HSA funds for Ineligible Medical Expenses, you may be subject to adverse tax consequences. We are not responsible for determining whether expenses paid or reimbursed through your HSA are Eligible Medical Expenses.
- 16. Permitted Uses.** You understand and acknowledge that each time you use your Card for an expense, you are certifying that the expense for which you are using the Card is an Eligible Expense.

B. TRANSACTION AND TERMINAL LIMITATIONS.

- 1. Transaction Limits.** In order to protect your account(s), we set daily limits for ATM transactions and point-of-sale (POS) transactions. Merchant approval is based on your daily limits, even if your available balance exceeds the daily limit for either type of transaction. Your limits are provided to you with your Card. We have the right to change your limits at any time. You will be contacted if we decide to change your limits. We may temporarily decrease your limits without notice in the event of suspected fraud or for another reason where we believe there is a risk to you or us.

For security purposes, we will suspend your Card if it is inactive for six (6) months. We may also suspend your Card if we suspect fraudulent activity or for another reason where we believe there is a risk to you or us.

- 2. ATM Terminal Limitations.** Each Resource Bank owned ATM allows you to withdraw up to a maximum of \$400.00 per transaction, regardless of your Daily ATM Withdrawal Limit. Separate transactions will need to be performed if your Daily ATM Withdrawal Limit is greater than \$400.00. You may choose to use your Card for the following functions at any terminal that is authorized to accept the Card. However, some of these functions may not be available at all terminals.
 - a. Withdraw cash from your account, subject to our Funds Availability Policy.
 - b. Transfer funds between Bank accounts.
 - c. Deposit checks into to your account at select Resource Bank ATMs.
 - d. Inquire balance information on your account(s).

C. RECEIPTS. You will receive or have an option to receive a receipt at ATMs and from merchants for each transaction.

D. STATEMENTS. You will receive a monthly statement(s) if you have an electronic funds transfer performed within your statement cycle. If you do not, you will receive a statement at least quarterly unless your account is in dormant status.

E. ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS. If you think there is an error on your statement or receipt, you may call us at 985-801-0150 during business hours or write to Resource Bank, ATTN: Customer Service, 1598 Ochsner Blvd., Suite 101, Covington, LA 70433.

We must hear from you NO LATER than 60 days after we sent you the first statement on which the error appeared. The following information is required (1) full name, (2) account number, (3) dollar amount of the suspected error, (4) description of error or transfer in question, and (5) explanation of why you believe it is an error.

F. LOST OR STOLEN CARD NOTIFICATION. You must contact us IMMEDIATELY if you believe your Card, Card number, or PIN has been lost or stolen. An immediate phone call is the best way to reduce any possible losses. Should this happen, please contact Resource Bank Customer Service at (985) 801-0150 during normal business hours which are Monday – Friday 8:00AM – 5:30PM and Saturday 8:30AM – 12:00PM. Should this happen after business hours, please contact (800) 466-3552.

If you notify us within two (2) business day, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do not contact and tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you could lose as much as \$500.00. If your statement shows electronic funds transfers that you did not make, tell us immediately. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented the transactions if you had told us in time.

G. VISA ZERO LIABILITY. We will extend to you the benefits provided by the applicable Visa Zero Liability Policy in effect at the time of any unauthorized or fraudulent use of your Card. The Zero Liability Policy covers unauthorized and fraudulent Card transactions that are processed over the Visa network. The Zero Liability Policy does NOT apply to PIN transactions that are not processed over the Visa network (or to ATM transactions if applicable). We may not extend the benefits of the Zero Liability Policy to you if we reasonably determine that the unauthorized or fraudulent transaction was caused by negligence or fraudulent conduct on your part. Negligence may include but is not limited to, an unreasonable delay on your part, in our judgment, in the reporting of the transaction, or your failure to fulfill your obligations under this Agreement. In the event the Zero Liability Policy is not applicable, the Timely Notification Limits Liability provision will apply.

H. FEES. There is no fee to use your Card at a Resource Bank owned ATM or an ATM that is in a Surcharge-free network in which we participate. For a complete listing of Surcharge Free Network ATMs, please visit <https://www.resource.bank/locations.php>.

When you use an ATM not owned by us, you may be charged a fee by the ATM, Resource Bank, or by any network used to complete a transaction. You authorize us to pay and withdraw those fees from the designated account. Fees for all EFT services are disclosed in our Additional Services and Fee Schedule.

I. SAFETY AT ATM. Follow these safety tips every time you use an ATM:

- Scan the area. Be watchful, especially at night. If you notice a suspicious person or if you feel it is not safe, leave the area immediately.
- Report any suspicious activity to Resource Bank and/or local law enforcement.
- If you use an ATM after dark, try to have someone with you. Always make sure the ATM and parking lot are in a well-lighted area.
- Be prepared when approaching an ATM. Have your Card and check deposits (if applicable) ready to speed up the transaction.
- Stand directly in front of the ATM to keep others from seeing your PIN.
- If you are making a withdrawal, don't count your cash until you're safely inside your locked car or in a secure area.

J. CUSTOMER AUTHORIZATION: By activating the Card you agree to all of the terms and conditions of this Agreement.