

# Consent to Electronic Communications and Electronic Signatures

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE AND KEEP A COPY FOR YOUR RECORDS:

By registering for this service, you hereby agree and understand that you are providing your consent to the electronic delivery and communication of account statements, documents, disclosures or information we provide to you or that you sign, submit or agree to at our request ("Communications") relating to your Health Savings Account (HSA) ("Account"). You further consent to receive and sign Communications with us electronically. You acknowledge that you have the required hardware and software (as noted below) and that you can access information we have posted on this site. Even though you consent to receive Communications electronically, paper copies may still be provided.

We are required by law to give you certain information "in writing" – which means that you are entitled to receive it on paper. We need your consent to provide you with this information electronically, instead. We also need your general consent to use electronic records and signatures in our relationship with you. In this Consent, the words "we," "us," and "our" refer to the Custodian, WealthCare Saver<sup>1</sup>. The words "you" and "your" means the person giving consent.

## 1. Categories of Electronic Communications

You agree to the electronic delivery of all Communications relating to your Account. You further agree that any of the Communications that you sign or agree to at our request may be in electronic form and we may use and obtain electronic signatures from you on any Communication. Your consent will apply both at the time of enrollment and in the future. Communications delivered electronically may include, but are not limited to:

- Health Savings Account Custodial Agreement
- High-Yield Health Savings Account Supplement
- Privacy Notice
- Health Savings Account Interest Rate Schedule
- Health Savings Account Fee Schedule
- Health Savings Account Investment Terms and Conditions
- Health Savings Account Debit Card Agreement
- Investment related documents including prospectuses, proxy solicitations, statements, and trade confirmation.
- Letters, notices, or alerts regarding your Account, including notices of changes in services or fees.
- Account statements and related forms (e.g., HSA Statements, HSA Tax Forms 1099-SA, and 5498-SA)
- Claims-related notifications and other related claims documentation and forms
- Any disclosure required by federal, state, or local law, including disclosures under the federal Fair Credit Reporting Act and the financial privacy provisions of the Gramm-Leach-Bliley Act
- Other information, documents, data records and other legal notices related to your Account

Communications may include your name and some information about your Account, including your balance; however, we will never include your full account number or social security number in any Communication sent electronically. This information and all electronic Communications we have provided may be viewed by any party with access to your Account or the email account you have provided to use for electronic delivery.

All Communications that we deliver to you in electronic form will be delivered either (1) via email; or (2) by your accessing our HSA online portal ("Portal") or another a website that we will designate in an email, text message, or other electronic notice we send to you at the time the information is available. We will establish security procedures that you will have to follow to access the Portal and any other website.

<sup>1</sup> Alegeus Technologies, LLC, d/b/a WealthCare Saver, is licensed with the IRS as a Non-Bank Custodian.

Your consent will continue to apply, and you will continue to receive electronically the applicable or requested Communications pertaining to your Account, until you are no longer an Account holder or until you withdraw your consent as noted below.

## **2. How to Withdraw Consent for Electronic Communications**

At any time, you may withdraw your consent to receive Communications electronically by visiting the Portal, or by calling the phone number on the back of your debit card.

Any withdrawal of your consent will be effective only after we have a reasonable period to process your withdrawal request. If you withdraw your consent to receive Communications electronically, you will no longer be able to use the Portal to receive electronic Communications or use electronic signatures, and your Account may be closed. If you wish to receive copies of Communications in paper form after the date on which you withdrew such consent, you must contact us and a fee may apply in accordance with the then current HSA Fee Schedule. After you withdraw your consent to receive Communications electronically, you may reinstate your Portal access by visiting the Portal, re-registering your Account, and again providing your consent to receive and sign Communications electronically.

## **3. Hardware and Software Requirements**

To receive, access and retain Account information and other Communications electronically, you must have the following:

- A Current Version (defined below) of an SSL-enabled web browser.
- A connection to the internet. (Internet and/or email access may incur charges from service providers or local telephone companies.)
- A Current Version of a program that accurately reads and displays files in Portable Document Format (PDF).
- Sufficient electronic storage capability or a means to print out and retain records on paper.
- One or more devices (e.g., a personal computer, tablet, mobile phone, or printer) and an operating system capable of supporting all the above.

You must also have an active email address and a mobile phone number if you elect to receive from us SMS messaging.

By “Current Version,” we mean a version of software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with our services.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use the Portal and maintain your HSA Account after receiving notice of the change is reaffirmation of your consent.

## **4. Requesting Paper Copies**

If you receive Communications electronically, you should not expect to receive a paper copy unless you request it, or we otherwise deem it appropriate to provide them. You may obtain paper copies at any time by accessing the appropriate section of the Portal and printing them yourself or by calling the phone number on the back of your debit card.

Requests for us to mail paper copies to you may be subject to a fee in accordance with the then-current HSA Fee Schedule. Any request made by you to receive a paper copy of any Communication via U.S. mail does not

constitute a withdrawal of your consent to receive Communications electronically. Your consent will continue to apply until you are no longer an Account holder or until you withdraw your consent as provided above.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

## **5. Communications in Writing; Retaining Copies**

All Communications in either electronic or paper format from us to you will be considered 'in writing.' You should print or download a copy of this Consent, all Communications, and any other documentation that is important to you for your records. We are not responsible for the archive of your Communications beyond the time required by applicable law.

You are responsible for informing us if any Communication sent electronically is not accessible, is incomplete, or is unreadable. If you are unable to retrieve a copy of your Communications electronically through no fault of ours, you may request a paper copy be sent to you via U.S. mail; however, a fee may apply in accordance with the then current HSA Fee Schedule.

## **6. Terminations/Changes**

We reserve the right, at any time and without notice, to stop providing Communications electronically and provide you with paper copies, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide notice of such termination or change as required by law. Your Account may be assessed the Paper Statement Fee as stated in the then current HSA Fee Schedule.

## **7. How to Update Your Contact Information**

You are responsible for providing a current, valid mailing address and email address, and mobile phone number if you elect to receive SMS Communications from us, as well as to keep us informed of changes to your mailing address, email address, and mobile phone number, if applicable, by updating your customer profile on the Portal. You understand that it is important to provide a current, valid mailing address, email address, and, if applicable, mobile phone number, or you may not receive Communications and other essential information related to your Account. If emails we send are returned to us, we may, in our discretion, cancel your electronic delivery enrollment. To resume electronic delivery, you will need to re-enroll for electronic delivery of these documents, by providing updated email address information.

## **8. SPAM Filters**

We will make every effort to ensure our email notifications are properly listed with all SPAM filter agencies; however, you are responsible to ensure that any SPAM filters recognize email that originates from us. If you fail to receive email notifications and/or notice of electronic Communications availability from us after enrolling for electronic delivery, please check with the provider of your email account and/or the SPAM filter associated with your email account.

## **9. Additional Provisions for HSA Tax Forms**

You are not required to receive HSA Tax Forms (for example, Form 1099-SA and 5498-SA) through electronic delivery. If you set your preference to receive HSA Tax Forms via paper and electronic form, a paper copy will be provided to you.

- At any time, you may receive a paper copy of any HSA Tax Form by requesting a paper copy through the procedures set forth in the section **Requesting Paper Copies** above.
- Your consent to receive HSA Tax Forms through electronic delivery allows us to electronically deliver any Tax Form which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent. Your consent to receive HSA Tax Forms electronically will

apply until you withdraw your consent through the procedures set forth in the section **How to Withdraw Consent for Electronic HSA Communications** above.

- You may also change your preferences regarding electronic delivery of HSA Tax Forms from time to time without withdrawing your consent. Withdrawal of consent to delivery of HSA Tax Forms electronically will not include HSA Tax Forms previously provided through electronic delivery; such HSA Tax Forms may continue to be provided online for the applicable posting period.
- The electronic delivery of HSA Tax Forms may be terminated at any time by us. Further, we may make certain HSA Tax Forms available electronically only for a limited time. Currently, the period for most HSA Tax Forms is three (3) years from the relevant tax year.
- If you need to update any information relevant to the electronic or paper delivery of HSA Tax Forms, you may request that such information be updated through the procedures set forth in the section titled **How to Update Your Contact Information** above.
- A description of the hardware and software required to access, print, and retain HSA Tax Forms is set forth in the section titled **Hardware and Software Requirements** above.

## **10. Acceptance and Consent**

After having read and understood this Agreement, by clicking I HAVE READ THIS TEXT and checking the box, you provide your consent to receive electronic delivery of Communications as described in this Consent to Electronic Communications and Electronic Signatures, and you agree that:

- You have read, understand, and agree to be bound by the terms and conditions described above and consent to receive electronic Communications and to the use of electronic signatures and records according to the process described above. You understand that you may incur costs, including but not limited to, online access and other charges from your internet service provider, in accessing and/or viewing such document(s).
- (i) Your consent to receive Communications electronically does not automatically expire and is not limited as to duration; (ii) You have computer hardware and software that meet the requirements above; (iii) You are able to receive and review electronic records, (iv) You have an active email account and, if applicable, a mobile phone number for SMS messaging, and you have the ability to access and view PDF files, and (v) Except as provided in this Consent, you may no longer receive any Communications related to your Account in paper form.