



## *Flex Spending Plan* **mySourceCard™ Enrollment Agreement**

As a participant in your Employer's Flexible Spending Plan program, you will receive a mySourceCard™ MasterCard® Debit Card issued by Benefit Bank, and agree to use it according to this Agreement and the Cardholder Agreement that will be provided to you with the Card.

You understand that the Card is restricted to certain merchant categories and is not accepted at all MasterCard® acceptance locations. You understand that you may not obtain a cash advance with the Card at any merchant, bank or ATM. You understand that the Card is to be used *exclusively* for Qualified Expenses as defined by the plan(s) in which you participate. If the Card is issued pursuant to Employer Plans and you use the Card for an expense that is not a Qualified Expense, you are indebted to your employer and must repay the full amount of the non-qualified expense.

You agree to save all invoices and receipts related to any expense paid with the Card; upon request you must submit these documents for review by the Plan Service Provider. Failure to submit the receipt(s) will cause the expense to be treated as a non-qualified expense and you will be required to remit payment to your employer. Payment may be in the form of an offsetting claim, a personal check, electronic draft from your personal checking or savings account, a post-tax deduction from your paycheck, or other options established by your employer.

**For proper Cardholder Identification, please complete the following information.  
Your Card will not be issued until this form is received by your Plan Service Provider.**

Name on Card: (Please Print) \_\_\_\_\_  
21 characters maximum including spaces

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_  
\*\*\***PLEASE NOTE: YOUR E-MAIL ADDRESS IS REQUIRED IN ORDER TO PARTICIPATE IN THIS PLAN**\*\*\*

Name on 2<sup>nd</sup> Card: (Please Print) \_\_\_\_\_  
21 characters maximum including spaces

Mother's Maiden Name (Security purposes only): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ALL FIELDS ARE REQUIRED**

**For Official Use Only**

Plan Service Provider Initials:	Receive Date:	Process Date:
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**For Official Use Only**

DCSI Rep Initials:	Receive Date:	Process Date:
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# mySourceCard™ Cardholder Agreement

## Terms and Conditions

Welcome to the mySourceCard™ program, the MasterCard® Debit Card that enables you to access funds provided by your Employer to reimburse certain "Qualified Expenses" and in some cases, your HSA Custodial Account (HSA) funds with the swipe of a card. Additional terms and conditions will apply if you use the Card to access your funds in your HSA under the HSAToday™ Program. These additional terms and conditions will be set forth in an HSA Addendum to your HSA. In no event is the HSA intended to be a benefit plan covered by ERISA or part of an Employer Plan.

Read this Agreement thoroughly before you sign or use the mySourceCard™ card. By signing, using or accepting the Card, you will be agreeing to all terms and conditions contained herein. Your use of the Card will be governed by the terms and conditions of this Agreement and by the terms and conditions of the Employer Plans, as defined below. After you receive the Card, you should activate and sign the Card but you should not use it before the valid date or after the expiration date printed on the face of the Card.

**Card Activation.** Your Card can be activated on the Internet at [www.myrsc.com](http://www.myrsc.com). If you do not have Internet access, call Card Services at 888-523-4308 during normal business hours.

**Definitions.** In this Agreement, the words "you", "your", or "yours" mean each individual to whom a Card is issued under the Card Program as an eligible employee, retiree or HSA Account Holder. "We", "our", or "us" means the Company who is the Plan Sponsor of the Employer Plans. The "Plan Service Provider" or "PSP" of the Employer's Plans means the authorized and appointed entity that performs administrative services on behalf of the Plan Sponsor. "Card Account" means the account at the Bank on which your Card is issued. "Bank" means Benefit Bank, the issuer of the Card. "DataPath" is DataPath, Inc., an authorized representative of Benefit Bank. "Card Services" means DataPath Card Services, Inc. an entity contracted by the Bank to perform Card-related services. "Account" means those accounts established and maintained by the Company or its agent to access the general assets of the Company to pay for your Qualified Expenses under the Employer Plans. The Account may refer to your HSA as set forth in your HSA Addendum (if applicable). "Card" means the mySourceCard™ MasterCard® Debit Card issued to you by the Bank under this Agreement. "Agreement" means these terms and conditions, as they may be amended from time to time, or as appended, depending on the type of account you access with the Card. "Card Program" means the program under which you have been issued a Card. "Company" means your Employer. "Employer Plans" means the Dependent Care, Flexible Spending, Health Reimbursement or other reimbursement plans sponsored or facilitated by the Company. "Qualified Expenses" means certain eligible expenses as defined in the Employer Plan documents and under federal law. Any Card transaction that is not a Qualified Expense is called a "Non-Qualified Expense."

**How the Card Program Works.** As a participant in the Employer Plans, you have been provided a mySourceCard™, a MasterCard® Debit Card issued pursuant to certain Agreements among the Company, the PSP, DataPath, Card Services, and the Bank. You understand that when issued under an Employer Plan, you may only use the Card for payment of Qualified Expenses as defined in this Agreement and the Employer Plans and agree that the use of the Card is thus restricted. You agree that the amounts charged on your Card will be advanced by the Company with funds from its general assets and that the Company will repay itself by making a corresponding reduction from the appropriate notational Plan bookkeeping account maintained by the Company (or the PSP on the Company's behalf). You further agree that Card transactions shall be subject to the terms of this Agreement and the rules of the Employer Plans and any applicable federal or state rules or regulations. Additional Card uses may be permitted in accordance with the terms of any applicable HSA Addendum. You understand that neither any merchants nor we are obligated to you if any merchant refuses to honor your Card or retains your Card if authorization for its use is not given. You agree that if you use your Card for a purchase that is returned for a refund, and the purchase was a Qualified Expense charged to your Account, that the refund must be made on a credit voucher, which shall be credited to the Account in the normal course of business. You agree that all Card transactions may be presented to the PSP through the use of either sales or credit drafts or electronic transmissions of the transaction information, and that you will, upon request, review transaction statements and sign documents attesting to the validity of your Qualified Expenses. The Card is not a credit card and cannot be used to obtain credit or cash advances. Your total purchases may not exceed the available account balance at the time of purchase and split transactions, defined as a Card payment of any amount less than the total amount owed at the point of sale, are not permitted.

**Your Responsibility for Use of the Card.** For each of the Employer Plans in which you are enrolled, you agree that you will only use the Card to pay for Qualified Expenses under the Plan(s) and for no other purpose. You acknowledge that you have received and reviewed guidelines for the expenses that are Qualified Expenses under each Plan and you agree to follow those guidelines. You also agree and certify that any expense you pay with the Card has not been submitted previously and will not be submitted for reimbursement under any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts related to any expense paid with the Card and upon request, you agree to submit these documents for review by the PSP. If you fail to submit a receipt when it is requested, the amount in question will be deemed to be a Non-Qualified Expense for which you must immediately reimburse the Company. Neither the issuance of the Card nor its acceptance by a merchant or service provider is a guarantee of coverage under the Employer Plans. Additional Card uses may be possible as described in any HSA Addendum.

**Consequences in the Event of Non-Qualified Expenses.** Except as may otherwise be provided in your HSA Addendum, you understand that if you use the Card for purchases of Non-Qualified Expenses, as determined by the Company, PSP, the IRS, or any other party having authority, you have violated this Agreement and your obligations under the Employer Plans. If you use the Card for Non-Qualified Expenses, whether by mistake or otherwise, you will be liable for any such expenses as well as any taxes, fines, surcharges, penalties and other expenses payable under applicable law, together with any expenses incurred by the Company and/or the PSP as a result of such impermissible use. You understand and agree that, upon notification, you must immediately re-pay the expense to the Company and that your Card may be immediately suspended or revoked for failure to comply. Repayment methods include, but are not limited to, a payment in the form of a personal check, an electronic funds transfer from your personal checking or savings account initiated by you or us, or an off-set adjustment from a Qualified Expense not originated as a Card transaction but submitted for reimbursement under the Plan.

**Default.** You will be in default if you fail to meet your obligations under this Agreement, including but not limited to the failure to make restitution for any expense charged to the Card. In such event, the Bank, DataPath, the PSP, or the Company may exercise any legal rights the party may have. If any of the above is required to take any legal action under this Agreement, you agree

to pay any related court costs, collection fees, and attorney's fees and charges reasonably incurred. If you are in Default, we are not obligated to continue to provide services to you under this Agreement.

**Changes to this Agreement / Card Cancellation.** We may, from time to time, change or add to the terms of this Agreement and any HSA Addendum thereto by providing notice to you. Such changes will become effective as of the date specified in the notice. We may also, at any time, cancel this Agreement and your right to use the Card. Changes to the Agreement or cancellation or suspension of your Card Account will not affect your obligation to pay any amounts you owe under this Agreement. The Card will be cancelled immediately if you cancel your participation in the Plans or terminate your employment. If your employment is terminated, you agree to immediately return your Card, as well as any Cards issued to your dependents, to the Company.

**Receipt of Disclosures.** By signing, accepting, or using the Card, you acknowledge receipt of this Agreement and your acceptance of its terms and conditions.

**Business Days.** Business days are Monday through Friday. Holidays, as determined by the Federal Reserve, are not included.

**Record of Transactions.** Electronic notification of each transaction will be sent to you at the email address you provide to us. In addition, records of your transactions will be available to you via a secure Internet web portal as provided by your PSP.

**Fees.** There may be fees associated with acceptance and use of the Card. In this event an updated and comprehensive fee schedule will be provided by your PSP. All fees are subject to change after providing 30 days notice to the affected party.

**Limitations on Transfers.** You understand that you may only use your Card to pay for Qualified Expenses. You may not use the Card at all locations that accept MasterCard cards. There is no limit on the number of transactions you may make with the Card, but the total dollar amount of transactions is limited to the amount(s) available to you under the Employer Plan(s). You are not permitted to use the Card to access cash at any ATM, and you cannot set up pre-authorized debits against the Account. For security purposes and to limit exposure to fraud or unauthorized use, additional limitations may be added without disclosure to you, the Company, or the PSP. Additional Card uses may be permitted in accordance with the terms of any applicable HSA Addendum.

**Questions Concerning Plan Coverage of Expenses.** If you have a question about the coverage of expenses under the Plans or the operation of the HSA, you should call or write to your PSP. Refer to your Plan documents for contact information.

**Liability for Unauthorized Charges.** You agree to notify Card Services immediately if you believe your Card has been lost or stolen or used by someone without your permission ("Unauthorized Charges"). Telephoning Card Services is the best way to minimize your losses. The number to call is 888-523-4308. You may also notify Card Services by writing to Card Services, Inc., P.O. Box 55028 Little Rock, AR 72215. You will not be liable for unauthorized use that occurs after you notify Card Services of the loss, theft, or possible unauthorized use. If you give Card Services notice orally, you agree to confirm it in writing upon their request. In any case, your liability for unauthorized use will not exceed \$50.

**Liability of the Bank.** If Card Services or the Bank does not complete a transfer to or from your account on time or in the correct amount according to this Agreement, Card Services will be liable for your losses or damages. However, there are some exceptions. Card Services will not be liable, for instance:

- (1) If, through no fault of Card Services, sufficient funds are not available to make the transfer;
- (2) If the merchant's point of sale terminal system was not working properly and you knew about the breakdown when you started the transfer;
- (3) If circumstances beyond Card Services' control (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken;
- (4) Or other exceptions stated in this Agreement.

**Who to Notify in Case of Errors or Questions about your Electronic Transfer.** If you think your transaction record is wrong, or if you need more information about a transaction, email Card Services at [cardservices@myrsc.com](mailto:cardservices@myrsc.com) or write to Card Services, Inc. P.O. Box 55028, Little Rock, AR 72215 as soon as possible. Card Services must hear from you no later than 60 days after the date that the error or problem occurred. You can telephone Card Services at 888-523-4308, but doing so will not preserve your rights. If you give notice orally, Card Services may require that you send your complaint or question in writing within 10 business days. If asked to put your complaint or question in writing and it is not received within 10 business days, your account may not be credited. In your letter, provide the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error and an explanation, if you can, why you believe there is an error.

If you need more information, describe the item you are unsure about.

Within 10 Business Days of receipt of your notice, Card Services will make a determination of whether an error occurred. If an error has occurred, Card Services will promptly correct the error. If more time is needed to make a determination, Card Services may take up to 45 days to investigate your complaint or question. If this action is taken, Card Services will credit your account within 10 business days for the amount you think is in error. For errors involving new accounts, point-of-sale or foreign-initiated transactions, Card Services may take up to 90 days to investigate your complaint or question. For new accounts, Card Services may take up to 20 Business Days to credit your account for the amount you think is in error. Results will be provided to you within three business days after completing the investigation. If it is determined that there was no error, a written explanation will be sent to you. You may ask for copies of the documents used in the investigation.

**Privacy and Confidentiality.** Your information will be disclosed to the Bank, the Company, DataPath, the PSP, and other third parties about your Card account:

- 1) Where it is necessary for completing transactions,
- 2) In order to verify the existence and condition of your Card Account for a third party, such as a merchant,
- 3) In order to comply with government agency or court orders,
- 4) As provided in this Agreement, the HSA, the HSA Addendum, or in the Plans,
- 5) If you give written permission.

**Authorizations.** You agree that Card transactions will be honored only when within the limits of your Plans. If transactions exceed the limits of your Plans, the transaction may be rejected.

**Governing Law.** Arkansas law will govern this Agreement. Disputes, claims or controversies shall upon election by any party of this Agreement be resolved in binding arbitration.

**Change of name or address.** You agree to notify Card Services immediately of any change to your name, phone number, email address, or mailing address. Notification can be provided in writing or by on-line submission through the Internet portal provided by your PSP.