

# Lane Health (Choice) HSA Advance Credit Card Disclosures and Agreement

## Summary of Rates and Fees

Minimum Payment Information	
All charges made on this charge card will be billed over a 12-month period, subject to minimum payments due and payable on the due date listed on your periodic statement (see below). See your account agreement for more details.	

Fees																									
	Assessed every 75 days after the initiation of each Advance and due on the date of the next statement based on the Average Periodic Balance, according to the schedule below. If the customer pays off the principal balance for any given Advance prior to the Periodic Finance Fee being assessed, no Periodic Finance Fee will be charged. Hospital transaction included in the Advance will have no fees assessed and are not included in the Average Periodic Balance calculation.																								
<b>Periodic Finance Fee</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Average balance over prior 75 days</th> <th style="text-align: center;">Periodic Finance Fee for Non-Hospital expenses</th> <th style="text-align: center;">Periodic Finance Fee for all Hospital expenses</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$1 to \$100</td> <td style="text-align: center;">\$2</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">\$101 to \$250</td> <td style="text-align: center;">\$5</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">\$251 to \$500</td> <td style="text-align: center;">\$10</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">\$501 to \$1,000</td> <td style="text-align: center;">\$20</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">\$1,001 to \$2,500</td> <td style="text-align: center;">\$40</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">\$2,501 to \$5,000</td> <td style="text-align: center;">\$75</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td style="text-align: center;">Greater than \$5,000</td> <td style="text-align: center;">\$95</td> <td style="text-align: center;">\$0.00</td> </tr> </tbody> </table>	Average balance over prior 75 days	Periodic Finance Fee for Non-Hospital expenses	Periodic Finance Fee for all Hospital expenses	\$1 to \$100	\$2	\$0.00	\$101 to \$250	\$5	\$0.00	\$251 to \$500	\$10	\$0.00	\$501 to \$1,000	\$20	\$0.00	\$1,001 to \$2,500	\$40	\$0.00	\$2,501 to \$5,000	\$75	\$0.00	Greater than \$5,000	\$95	\$0.00
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<ul style="list-style-type: none"> <li>• Late Payment</li> </ul>	<b>\$30</b> for payments more than 30 days past due.																								

### How We Will Calculate Your Balance

To calculate the average daily balance of an Advance, we use the following method. All card draws made since the prior statement will be accumulated into an individual Advance. We calculate the average daily balance for the Advance by adding up the ending daily balances for an individual Advance for each day during the 75-day calculation period and dividing by 75. A customer may have multiple Advances and is required to make payments of each Advance, as applicable. If an Advance includes any hospital related expense, then we deduct the outstanding amount of the hospital related expense from each daily balance, because no fees are charged for that portion of the Advance.

### Billing Rights

Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement.

### Payment

Minimum payments for each Advance will be processed from the HSA account as one lump sum on the due date of the statement, over 12 months or in four equal installments. See your account agreement for more details.

### Prepayment

Any additional principal prepayment will be applied to the Advance with the oldest balance.

### Minimum Payment

The monthly minimum payment for each Advance is the amount necessary to repay the Advance in equal payments over each payroll period in the next 12 months or four equal installments depending on the repayment option selected, and in addition the amount necessary to pay the fees. The minimum payment for each pay period will be at least **\$3** or, if greater, **\$3** for each Advance with a balance during that pay period, which may result in paying an Advance sooner than in 12 months. You may also elect to repay a Loan in four equal installments. See your account agreement for more details.

You are eligible to take advantage of the Advance feature on the credit card offered through Lane Health, by linking your employer offered Health Savings Account (“HSA”). The Advance feature on the credit card is a line of credit to your HSA you can use to cover qualified medical expenses over 12 months. The credit card and the line of credit are issued by WebBank. Read these Disclosures and Agreement and keep them for your records.

*Note that you must activate the credit card in order to use it. Instructions on how to activate the credit card can be found in the Activating the credit card section as set forth below.*

**Changing the Agreement** - We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement. We will give you advance notice of changes, and you will have the right to reject the change or terminate participation in the Advance before the change is implemented.

### **This Agreement**

This Agreement, which includes the disclosure table provided above and this entire Disclosures and Agreement document, is the contract that governs your use of your credit card and the Advance feature on the credit card. In this Agreement, the words “we,” “us” and “our” refer to WebBank, and the words “you” and “your” refer to the individual that established an HSA and Lane Health Healthcare Spending Credit Card Account. The word “Account” refers to the account we establish for the credit card made available to your HSA, through Lane Health.

### **Promise to Pay**

You, solely in your capacity as the fiduciary of your HSA, agree to pay us for all amounts due on your Account, including each Advance and the fees set forth in this Agreement. In addition, you (in your capacity as the fiduciary of the HSA) also agree and authorize us, the right to withdraw payments from your linked HSA in the amounts and at the times necessary to allow the HSA to make all payments required by this Agreement. You, in your personal capacity, agree to repay any Advance made to your HSA (and related Fees) should your HSA have insufficient assets to repay the Advance. You may also make one-time payments either by authorizing an electronic transfer from a bank account or by sending us a check.

Note that, should any of your Advances fail to meet specific lending criteria established by WebBank, your Advance may be assigned by WebBank to Lane Health, in which case the other terms of the Advance as described in this document will remain the same.

### **Additional Cardholders**

By adding an additional cardholder, you, solely in your capacity as the fiduciary of the HSA (regardless of the administrator), who established the Lane Health Healthcare Spending Credit Card Account are responsible for repayment of any transactions or charges made by you or any additional cardholders on your Lane Health Account and the related fees. You, in your personal

capacity, agree to repay any Advance made to your HSA (and related fees), whether taken by you or any additional cardholders, should your HSA have insufficient assets to repay the Advance.

## **Binding Agreement**

This Agreement is binding and takes effect when you activate your Account or when you obtain an Advance.

## **Key Definitions**

- **Advance:** At the end of each statement period, we add up all of the transactions and charges into a single “Advance” for that statement period. We use the Advance amount for the purpose of calculating repayment amounts and associated fees, when applicable. All Advances have a repayment term of 12 months as a standard.
- **4-installment:** A repayment option used towards an Advance that is eligible and that you elect to be paid over 4 installments with no fees.
- **Pay in Full:** A repayment option used towards an Advance that is eligible and that you elect to be paid in full on the following due date with no fees.
- **Administrator:** Entity that manages and issues your HSA debit card.
- **Bank Account:** a checking account used to initiate an electronic payment.
- **Manual Payments:** Payments initiated by you through ACH or check to pay the minimum amount due up to the entire outstanding balance.

## **How the Advance works on your Credit Card**

You may obtain Advances by using your Healthcare Spending Card. Only purchases for qualified medical expenses, as defined by the IRS, are permitted. You have the sole responsibility for determining whether a purchase is for a qualified medical expense under the Internal Revenue Code section 213(d). You should speak with your tax advisor if you have any questions about what expenses constitute qualified medical expenses. You may not use your Account outside the United States or in any currency other than U.S. dollars.

Once you activate the card, purchases will be set to a 12-month repayment plan with associated fees. In the event of a return or refund, the money is then used to pay down the balances on your Account in the same amount as the amount of the refund received. You may use your Account to pay for a qualified medical expense, and WebBank will lend the funds necessary to clear the transaction (up to the Advance Limit – discussed below) and subsequently send you a statement for the total Advance owed. On the due date, Lane Health will collect from your HSA first the minimum amount due for the new Advance that is being financed over 12 months. You can choose to repay the 4- installments or Pay in Full options before the first due date to avoid fees.

The due date for repayment shall align with your last payroll date of every month. Furthermore, the minimum amount due, calculated based on the Advance balance that is financed over 12 months, shall be withdrawn from your linked HSA first, up to the full amount due, if that is the repayment amount you selected. If there are insufficient or no funds available in your linked

HSA, you must pay the minimum amount due calculated based on the Advance balance that is financed over 12 months by the due date, through a one-time payment over the phone or via check. You can choose to repay the 4-installment or Pay in Full options before the first due date to avoid fees.

After activation, Advances are available to you on the day you activate the card for use. Once any of the outstanding balance is repaid, you can re-draw up to your assigned Advance Limit. You can receive multiple Advances per year, up to your Advance Limit. Your Account will be available for Advances unless you default according to the terms of this agreement.

We will combine each transaction or charge that you make in any one statement period into a single aggregate Advance that must be repaid in accordance with this Agreement. For this purpose, statements are issued monthly, with the statement closing date being at least 14 days prior to the last pay day in the following month. You are not permitted to allow any other person not a cardholder to use your Account or obtain an Advance. However, if you do, that Advance will be subject to all of the terms of this Agreement.

### **Refusal of the Card**

We don't guarantee approval of your card for any charges or transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. If we detect unusual or suspicious activity, we may suspend your credit privileges. We also may limit the number of draws approved in a single day.

### **Repaying Advances**

Repayment through your linked HSA: Each Advance is an Advance to your HSA. The HSA repays the Advance and associated fees through funds available in your HSA. If no funds are available in your HSA, it is your responsibility to make payments via other means by the due date.

#### Standard Repayment:

In each subsequent statement period following the utilization of an Advance, you must make a payment at least equal to the minimum payment due. The minimum amount due is the amount necessary to repay the Advance in equal payments over the next 12 months, and including all fees disclosed within this Agreement. During each statement period, you must pay a minimum of \$3 or, if greater, an amount of \$3 for each Advance carrying a balance within that specific statement period, which may result in repaying an Advance in less than 12 months. You must make each payment by the monthly due date. If the minimum payment is not received from one statement closing date to the next, access to the credit limit will be frozen until the outstanding minimum payment due is paid.

4-installments: In addition to the standard repayment of 12-month, you can select the ability to repay an Advance over 4-installments. If the 4-installment option is selected, each installment

will be one-fourth of the Advance amount and the installments must be paid on the next 4 due dates. This payment option must be selected on or before 1 day prior to the first due date of the new Advance to take effect and avoid paying any fees if applicable. If you select the 4-installment option and you fail to repay the balance under the terms of the 4-installment option, such as not making the minimum payment due on any of the four scheduled installments, the outstanding balance will be re-amortized to the number of months remaining in the 12-month period from the time the loan was originated and no origination or periodic fees will be charged. If this occurs, your access to make any new transactions will be suspended until the Advance is repaid in full. If the 4-installment repayment is not selected on or before 1 day prior to the first due date, then a 12-month Advance repayment plan will be the standard selection. Selecting to repay an Advance in 4 -installments does not change the standard repayment of 12 months for any other Advance. The Pay in 4 installments must be selected for each new Advance.

Pay in Full: In addition to the standard repayment of 12-month and 4-installments, you can select Pay in Full to repay an Advance in full on the next due date. This payment option must be selected on or before 1 day prior to the first due date of the new Advance to take effect and avoid paying any fees if applicable. If Pay in Full is selected and you fail to repay the balance in full according to these terms, the outstanding balance is re-amortized to the number of months remaining in the 12-month period from the time the loan is originated, though no origination or periodic finance fee will be charged. If this occurs, your access to make any new transactions will be suspended until the Advance is repaid in full. If the Pay in Full option is not selected on or before 1 day prior to the due date, then a 12-month Advance repayment plan will be the standard selection. Selecting to repay an Advance in full does not change the standard repayment of 12 months for any other Advance. The Pay in full must be selected for each new Advance.

HSA Debit Card Payments: By making any repayments on your Account using a debit card issued by your HSA Administrator, you agree that any such repayments will be for qualified medical expenses and that the funds withdrawn will repay the Advance for these qualified medical expenses.

Pre-Payments: You can choose to repay the Advance over a period shorter than 12 months by visiting the Lane Health Portal at [BeWell.lanehealth.com](http://BeWell.lanehealth.com), emailing us at [WeCare@lanehealth.com](mailto:WeCare@lanehealth.com) or calling us at (833) 302-5263. If you have multiple outstanding Advances your prepayment will be used to retire the Advance with the oldest balance.

## **Your Advance Limit**

Your Advance Limit is set based on criteria including tenure of employment, compensation, payroll processing cycle, ability to pay, and maximum annual contribution amount for the current year (as determined by the IRS/DOL for each calendar year). Your personal Advance Limit is specified upon activation. You may request a higher Advance Limit by contacting Lane Health member services at [WeCare@lanehealth.com](mailto:WeCare@lanehealth.com) or (833)302-LANE and we will assist you in the evaluation process. You may not request transactions that exceed the Advance Limit.

## **Termination of your linked HSA**

In the event of the termination of the HSA linked to this credit card, it shall result in the automatic closure of this credit card account. Notwithstanding the closure of the account, you shall remain accountable for the repayment of any outstanding credit balances, as stipulated by the terms delineated within this agreement.

## **Fees**

### Origination and Periodic Fees for Hospital related expense:

When the card is used to pay for hospital related expenses and an Advance is issued that includes this charge, no origination fee or periodic finance fee will be incurred for that portion of the Advance. Hospital related expenses are defined as transactions conducted at a hospital with the appropriate merchant category code (MCC). The MCC is determined in accordance with Visa procedures based on the kinds of products and services the merchants primarily sell. We don't control the assignment of these codes and are not responsible for the codes used by merchants. When you use your card to make a purchase, we're provided with an MCC for that purchase. Sometimes you may expect a purchase to be a hospital expense, but if the MCC assigned to the merchant wasn't in one of the MCCs that we recognize as hospital expenses, your purchase amount will not be treated by us as a hospital expense. We reserve the exclusive right to determine in which category purchases are placed.

Specific to hospital expenses, the location of the service provider is not determinative of whether a transaction is a hospital expense. Rather, transactions made within or at a hospital (including but not limited to specialists, doctors, pharmacies, etcetera) are determined to be eligible by the associated MCC and not the location of the service provider in the hospital. Origination and Periodic Finance Fees for all other expenses:

Your HSA will pay 5% of the aggregate Advance amount (all Advances made during a statement period) following the statement period in which the Advance occurred. This is the "Origination Fee."

Your HSA will also pay a Periodic Finance Fee that is charged every 75 days and due on the date of your next statement that is at least 14 days after the Periodic Finance Fee is charged. For each outstanding Advance, the Periodic Finance Fee charged is based on average daily balance of that Advance over the previous 75 days and is tiered based on that average daily Advance Balance as follows:

Average balance over prior 75 days	Periodic Finance Fee for Non-Hospital expenses	Periodic Finance Fee for all Hospital expenses
\$1 to \$100	\$2	\$0.00
\$101 to \$250	\$5	\$0.00
\$251 to \$500	\$10	\$0.00
\$501 to \$1,000	\$20	\$0.00
\$1,001 to \$2,500	\$40	\$0.00
\$2,501 to \$5,000	\$75	\$0.00
Greater than \$5,000	\$95	\$0.00

Note: No periodic finance fees are charged on New Advances that are \$10 or less

We determine the appropriate column in the table above as follows:

- **Period Finance Fee for Non-Hospital expenses:** applies to Advances made for expenses that are not hospital related.
- **Periodic Finance Fee for all Hospital expenses:** applies to all hospital related expenses.

To calculate the average daily balance of an Advance, we use the following method. All card draws made since the prior statement will be accumulated into an individual Advance. We calculate the average daily balance for the Advance by adding up the ending daily balances for an individual Advance for each day during the 75-day calculation period and dividing by 75. A customer may have multiple Advances and is required to make payments of each Advance, as applicable. If an Advance includes any hospital related expense, then we deduct the outstanding amount of the hospital related expense from each daily balance, because no fees are charged for that portion of the Advance.

If an Advance is repaid in full before the Periodic Finance Fee is assessed, that fee will not be charged.

You will avoid both the Origination Fee and the Periodic Finance Fees for an Advance if you select the 4-installment or Pay in Full options for that Advance.

For example, if you have a \$1,000 Advance you will pay a \$50 Origination Fee pre-tax. You will also pay pre-tax Periodic Finance Fees of \$20, \$20, \$20, and \$10 over the life of the Advance, equaling \$120 in total fees. If this was a \$1,000 Advance for a hospital expense, total fees would be \$0 if the hospital expenses were paid to a hospital provider as identified by the MCC.

Late Fees: A late fee of \$30 will be charged for any principal payments that are 30 days overdue.



## **Notification and Statements**

We will notify you through email when an Advance is made on your behalf. You can also find information on Lane Health's member portal at [BeWell.lanehealth.com](http://BeWell.lanehealth.com).

We will send you a statement on your Account each statement period, except when not required by applicable law. We will send you a statement 14 days before the due date on which your principal payment, through your HSA, is due. This statement will describe your then outstanding Account balance, the principal and fee repayments made through your linked HSA and any other payments made through other means. Paper statements will be sent to your mailing address on record unless you opt into electronic statements by visiting the Lane Health portal at [BeWell.lanehealth.com](http://BeWell.lanehealth.com) or calling us at (833) 302-5263.

## **Activating the Credit Card and Opting Out**

*You must activate your credit card before you will be able to receive an Advance.*

After you receive your card in the mail, you must activate the card by either logging onto the Lane Health portal at [BeWell.lanehealth.com](http://BeWell.lanehealth.com) or calling (833) 302-5263.

***When you activate the credit card, you are agreeing to the terms and conditions described in this document and confirming that you have reviewed the Fees in light of the service provided to you by the Advance on the credit card and believe them to be reasonable.***

After activation, you may decide to close your Account at any time by calling us at (833) 302-5263. If you do so, you will no longer receive new Advances, but you will still be required to repay your existing Advance balance and Fees as described above.

## **Default and Account Closure**

Default. We may require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occurs:

1. You don't pay at least the minimum amount due by the due date.
2. Any payment made to us is returned for insufficient funds or any other reason.
3. You file for bankruptcy, or some other insolvency proceeding is filed by or against you.
4. You don't honor the terms of this Agreement.
5. You're declared incompetent or mentally incapacitated, or in the event of your death.

Closing or Suspending Your Account. We may close or suspend the Account if any of the events listed above occur, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, the Account balance must be paid in accordance with this Agreement.



## **Credit Reporting**

You authorize us to get information about you. When we do this, we get it from credit bureaus and other sources that provide consumer financial information. You authorize us to use it for:

- Renewal of your Account;
- Advance Limit increases or decreases;
- Administration or review of your Account, collection and any other servicing.
- All other credit-related purposes connected with this Agreement; and
- Other uses permitted by law.

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. The information we provide may appear on your credit reports. This can include information about:

- Payments made in accordance with this agreement
  - Late Payments;
- Overlimit Amounts;
- Returned Payments; and
- Other violations of this Agreement.

If you think we've given incorrect information to a credit bureau about you, contact us at [wecare@lanehealth.com](mailto:wecare@lanehealth.com) or call (833)-302-LANE (5263) and we'll research it. Provide a copy of the report that shows the information you believe is incorrect. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each credit bureau we reported to and request a correction. You may also make the dispute directly with the credit bureau.

## **Patriot Act**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license and other identifying documents.

## **Changes to Account Information**

You provided certain personal information to us when you opened your Account. You agree to notify us if this information changes. If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

## **Consent for Communications**

You expressly consent and agree to receive communications (including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system) from us, our affiliates, successors and assigns, and designated third-party service providers acting on our behalf, regarding any Advance or account application that you submit or attempt to submit to us, any Advance that you obtain from or through us, and any account that you establish with us, at any telephone number that you provide to us or that we can reasonably associate with you (through skip trace, caller ID capture or other means), now and in the future, including cellular telephone numbers. You agree to notify us if any telephone number associated with any such application, Advance, or account, changes or is reassigned to a new subscriber. You certify that you are authorized to provide this consent because you are either the subscriber of the telephone number you provide or a non-subscriber customary user with authority to provide this consent. Standard communication rates, fees, and charges from your telephone service provider may apply. You agree that we may monitor and record any communications between you and us for quality assurance and other permitted business purposes. You understand and agree that we may always communicate with you in any manner allowed by law that does not require your consent.

## **Changes to this Agreement**

We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. We will give you advance notice of the changes and you will have the right to reject the change or terminate participation in the Advance before the change is implemented. We may notify you of changes on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

## **Assignment**

We may assign any or all of our rights and obligations under this Agreement to a third party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

## **Service Providers**

Our service providers, including Lane Health, may contact you, and may exercise some or all of our rights under this Agreement.

## **Governing Law**

Federal law and, to the extent that state law applies and is not preempted, the law of Utah govern the terms and enforcement of this Agreement.

## **Enforcing this Agreement**

We won't lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

## **Collection Costs**

To the extent allowed by law, you're liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

## **Unforeseen Circumstances**

From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, pandemics, system failures or other unpredictable events). When this happens, you might not be able to use your Account or obtain information about your Account. We're not responsible or liable if this happens.

## **Lost or Stolen Card.**

You must call us if your card is lost or stolen. Also, you must call us if you think someone has used or may use the card without permission.

## **Headings.**

The headings in this Agreement are included as a matter of convenience and don't define, limit or enlarge the scope of this Agreement or any of its provisions.

## **Military Lending Act Disclosure**

The Advance program issued by WebBank, through Lane Health is a consumer credit product. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this disclosure verbally over the phone, please call us toll-free at (833) 302-5263. The arbitration addendum included in this card agreement does not apply to an MLA covered borrower. Neither Lane Health nor WebBank will require an MLA covered borrower to submit to mandatory binding arbitration.

## **Arbitration Agreement.**

RESOLUTION OF DISPUTES: PLEASE READ THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS AND WILL IMPACT HOW ANY LEGAL CLAIMS BETWEEN YOU AND US (AS FURTHER DEFINED BELOW) ARE RESOLVED UNLESS YOU SPECIFICALLY OPT OUT OF THE ARBITRATION REQUIREMENT IN ACCORDANCE WITH SECTION (b) BELOW. IF YOU ARE A "COVERED BORROWER" AS DEFINED BY THE MILITARY LENDING ACT (32 C.F.R. § 232, AS AMENDED FROM TIME TO TIME), THIS SECTION (ARBITRATION AGREEMENT) IS NOT APPLICABLE TO YOU AND YOU DO NOT NEED TO TAKE FURTHER ACTION TO OPT OUT. FOR PURPOSES OF THIS SECTION (ARBITRATION AGREEMENT), THE TERMS "WE," "US" AND "OUR" MEAN WEBBANK, LANE HEALTH INC., AND/OR THEIR RESPECTIVE AFFILIATES, RELATED PERSONS OR ENTITIES, AND ANY PREDECESSORS AND SUCCESSORS IN INTEREST; ANY SUBSEQUENT HOLDER OF THIS AGREEMENT; AND ANY ASSIGNEE OF ANY CORRESPONDING RIGHT UNDER THIS AGREEMENT.

IN THE EVENT OF A LEGAL DISPUTE BOTH YOU AND WE HAVE A RIGHT TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. HOWEVER, SUBJECT TO YOUR RIGHT TO OPT OUT UNDER SECTION (b), YOU AND WE HEREBY EXPRESSLY WAIVE OUR RIGHTS TO LITIGATE IN STATE OR FEDERAL COURT AND AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS LOAN AGREEMENT SHALL BE RESOLVED THROUGH BINDING ARBITRATION AS SET FORTH BELOW (WITH THE LIMITED EXCEPTION SET FORTH IN SUBSECTION (a) RELATING TO SMALL CLAIMS COURT).

- a. **Disputes Subject to Arbitration:** Subject to your right to expressly opt out of this Arbitration Agreement as set forth in subsection (b), any dispute, controversy or claim arising out of or relating in any way to relationship between you and us, the Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Agreement, any service provided by us (including but not limited to the Site and Lane Health Platform), any application, draw request or other communications whether couched in tort, contract or statutory or constitutional law and whether seeking monetary or injunctive or declaratory relief (a "Claim") shall be exclusively resolved by binding arbitration upon a party's submission of the dispute to arbitration as detailed below. Notwithstanding the above, the parties expressly agree that if you bring an individual Claim for monetary damages in small claims court and for as long as the Claim remains an individual (non-class, non-representative) cause of action and seeks only monetary relief on your individual behalf, this mandatory arbitration provision will not apply to such Claim.

Because the Agreement is made pursuant to a transaction in interstate commerce this Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

- b. **Opt-Out Procedure.** You may opt out of this Arbitration Agreement for all purposes by sending an arbitration opt-out notice to Lane Health Inc 440 Monticello Ave Ste 1802

PMB 61161 Norfolk, VA 23510-2670, Attention: Legal/Compliance Department, which must be received at the specified address within 30 days of the date of your electronic acceptance of the Agreement. The opt-out notice must clearly state that you are opting out of arbitration; identify the Agreement to which it applies by account number; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice by mail, delivery service (e.g., FedEx), or courier but you are solely responsible for its delivery to the specified address within the specified time. No other methods can be used to opt out of this Arbitration Agreement. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf. If you opt out of this Arbitration Agreement, all other parts of the Agreement will continue to apply.

- c. **Pre-Arbitration Notice of Dispute.** If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Before filing any claim in arbitration, you may notify us of a Claim or dispute you may have by sending an email to [WeCare@LaneHealth.com](mailto:WeCare@LaneHealth.com) at any time, or by calling (833) 302-LANE (5263) from Mon-Fri 8:00 AM to 8:00 PM ET.
- d. **Arbitration Procedures.** All legal and procedural issues are for the arbitrator(s) to decide, except issues relating to arbitrability, the scope or enforceability of this Arbitration Agreement, or the interpretation or enforceability of Section (f) below (Prohibition of Class and Representative Actions and Non-Individualized Relief) which issues shall be resolved by a court of competent jurisdiction to decide.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent such rules or policies conflict with this Arbitration Agreement or any countervailing applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: [BeWell.adr.org](http://BeWell.adr.org). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit JAMS's web site at: [BeWell.jamsadr.com](http://BeWell.jamsadr.com). In the case of a conflict between the rules and policies of the administrator and this Arbitration Agreement, this Arbitration Agreement shall control, subject to countervailing applicable law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. If neither the AAA nor JAMS is available to administer the arbitration, then either you or we may petition a court for appointment of an arbitrator.

If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the discretion of the arbitrator(s) to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or us unless the arbitrator(s) requires otherwise.

Except to the extent preempted, superseded, or supplemented by Federal law, the arbitrator(s) will apply the substantive law of the State of Utah, without regard to principles of conflicts of law, to any dispute or Claim in arbitration, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall take steps to reasonably protect confidential information. The award of the arbitrator(s) shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

- e. **Costs of Arbitration.** If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing applicable law, if contrary to the administrator's rules. We shall pay the administrator's hearing fees for up to one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, you request that we pay them and we agree to do so, or you are able to demonstrate to the arbitrator(s) that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by countervailing applicable law.
- f. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A PRIVATE ATTORNEY GENERAL ACTION ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED OR COULD HAVE BEEN ASSERTED IN COURT ON A PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU AND WE ALSO AGREE NOT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION AGAINST US OR YOU. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION: (1) NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS OR ENTITIES ARE PARTIES TO A SINGLE TRANSACTION, AND (2) AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A) DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION (F), AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY

CHALLENGE TO THE VALIDITY OF THIS SECTION (F) SHALL BE DETERMINED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.

- g. **Survival and Severability.** This Arbitration Agreement shall survive (i) the suspension, termination, revocation, closure of, or amendments to, the Agreement, and/or the relationship between you and us; (ii) the bankruptcy or insolvency of you or us or any other person; and (iii) any transfer or assignment of the Agreement or any rights under the Agreement to any other person or entity.

If any portion of this Arbitration Agreement other than Section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Agreement shall nevertheless remain valid and in force. If a court decides that any of the provisions of Section (f) above is invalid or unenforceable because it would prevent the exercise of a nonwaivable right to pursue public injunctive relief and that decision is not overturned after any rights to appeal are exhausted, then any dispute regarding the entitlement to such relief (and only that form of relief) must be severed from arbitration and may be litigated in court. Also, if a court decides that any of the provisions of Section (f) above is invalid or unenforceable for any other reason and that decision is not overturned after any rights to appeal are exhausted, then any dispute or Claim that may not be arbitrated in accordance with the provisions of Section (f) that are held to be invalid or unenforceable must be severed from arbitration and may be litigated in court. For the sake of clarity, in no event shall any court decision finding a provision of Section (f) invalid or unenforceable be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Agreement.

### **Your Billing Rights: Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at:

Lane Health

440 Monticello Ave Ste 1802 PMB 61161

Norfolk, VA 23510-2670

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.

- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

**You must contact us:**

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the



date payment is due. We may then report you as delinquent if you do not pay the amount, we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us inwriting at:

Lane Health

440 Monticello Ave Ste 1802 PMB 61161

Norfolk, VA 23510-2670

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point if we think you owe an amount and you do not pay, we may report you as delinquent.