

ASSOCIATED BANK HSA PLUS ONLINE BANKING PORTAL TERMS AND CONDITIONS

These *Associated Bank HSA Plus Online Banking Terms and Conditions* (hereinafter “Agreement”) apply to the HSA Plus account holder’s (hereinafter, “Customer, you, or your”) use of the HSA Online Banking Portal (hereinafter “Portal”) provided by Associated Bank, National Association (hereinafter, “Associated Bank”, we, us, or our), which permits you to access and manage your HSA Plus account with us via the Internet. Please read this Agreement carefully and keep a copy for your records. By accessing and using the Portal you acknowledge that you have received and read this Agreement and agree to its terms and conditions. Your HSA Plus Account (HSA) is also subject to the Associated Bank Health Savings Account Plus Custodial Agreement (hereinafter “Custodial Agreement”) and all other documents incorporated in the Custodial Agreement, including without limitation interest rate and fee schedules, the HSA Plus MasterCard Debit Card/ATM Cardholder Agreement, and all other documents provided to you from time to time, as may be amended from time to time.

To view Associated’s Privacy Policy, go to www.associatedbank.com/privacy.

To view Associated's security information, go to our Security Center at www.associatedbank.com/security.

1. Definitions.

“Business Day” means Monday through Friday, excluding federal holidays.

“Electronic Documents” means agreements, disclosures, interest and fee schedules, periodic statements, change in terms notices and other documents applicable to your HSA that you have agreed to receive in an electronic format.

“HSA” means the HSA Plus health savings account that you have established for the payment of Qualified Expenses and includes the total of amounts held in an HSA Cash Balance and HSA Investment Balance.

"HSA Cash Balance" means balances that have not been directed to a mutual fund investment.

"HSA Investment Balance" means the amounts in your HSA which have been swept from your HSA Cash Balance and allocated to the investment options designated for your account. You have the ability to invest these dollars into a variety of investment funds. Funds in the HSA Investment Balance are not FDIC-insured.

“Non-Qualified Expense” means an expense that does not qualify for reimbursement under the rules applicable to HSAs.

“Payee” means the recipient designated to receive a payment made through the Portal.

“Portal” means the HSA Plus Online Consumer Portal.

“Qualified Expense” means an expense that qualifies for reimbursement under the rules applicable to HSAs.

2. Portal Functions.

Your Username and Password gives you access to the following functions using the online Portal:

- View HSA balances
- Request a distribution payable to yourself
- Make transfers between deposit accounts
- Set up third party Payees to pay for Qualified Expenses from your HSA
- View account activity, including contributions, deductions, transfers and payments
- View and download plan information, forms and notifications
- View statements online
- Set up alerts that can be sent to a mobile phone
- Upload receipts and track expenses
- Make transfers between your HSA and your investment designations using sweep technology
- View fund performance and prospectus information for several available mutual funds
- View messages and alerts about your account
- Make investment election changes
- Manage your Portal settings
- Manage your profile in the Portal

3. Password and Security.

Using your password has the same effect as your signature authorizing transactions. You agree to keep the password safe, not to record the password or otherwise disclose or make the password available to anyone you have not authorized to access your HSA. If you share your user name and password with another party that third party will have full access to your Portal, including full access to your HSA; you have no ability to limit transactions by that third party; and you are deemed to have authorized and are responsible for any transactions performed by that third party.

If you believe your password has been lost or stolen or that someone may or has accessed your Account without your permission, or if you want to stop a person you have given your user name and password from accessing your account

contact the HSA Plus Customer Care Center by phone at 800-270-7719, or write Associated Bank, HSA Plus Customer Care Center, P.O. Box 2785 Fargo, ND 58108

4. Making Payment and Transfer Requests.

Your payment and transfer requests made through the Portal are subject to funds availability. See the Availability of Contributions section of the Custodial Agreement for more information.

You are responsible for ensuring that you use the Portal only to pay for or to reimburse yourself for Qualified Expenses. Any other use of the Portal is considered a "Non-Qualified Expense". We have no obligation to ensure that you use the Portal for Qualified Expenses. You are responsible for obtaining the guidelines on expenses that qualify for reimbursement from your employer and for reviewing these guidelines. You must obtain and retain a receipt for each Qualified Expense that you pay for or obtain reimbursement for through the Portal. You can use the Portal to upload and save these receipts. If you are audited by the IRS, you may be required to produce the receipt to verify the payment or reimbursement was for a Qualified Expense. If you use the Portal for a Non-Qualified Expense you may be subject to taxes, penalties, fines or surcharges according to applicable federal and state law. If you use the Portal or your HSA for Non-Qualified Expenses, you agree to indemnify us and hold us harmless for any penalties or other consequential damages we incur resulting from your misuse of the Portal.

You are responsible for ensuring the accuracy of all payment and transfer information you enter into the Portal. Please be sure that the payment amount, address, and account number for each payment or transfer request is correct. We will make a reasonable effort to stop or recover a payment or transfer requests made by your error once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

By providing us with names, telephone numbers, email addresses and/or account information you authorize us to follow your payment or transfer instructions. In order to process payments and transfers more efficiently and effectively, we may edit or alter payment data or data formats in accordance with a Payee's directives.

If your payment or transfer request identifies an account by name and account number, that request may be executed request by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that the recipient of the payment or transfer request may choose not to investigate discrepancies between account names and account numbers and that we have no responsibility to investigate

discrepancies between account names and account numbers.

All payments made using the Portal will be sent to the Payee by regular U.S. Mail. You must submit your payment request far enough in advance of the payment due date to allow sufficient processing and mailing time to ensure the payment is received on time. When submitting payment requests please consider federal holidays when there may be delays in the processing of mail delivery. We are not responsible for any damages, losses or costs due to the failure of a payment to be delivered by the payment due date.

5. Liability for Errors or Failure to Make Payments or Transfers

We will use our best efforts to make all your payment and transfer requests properly. However, we are not responsible if payments initiated by you cannot be completed because of the existence of any one or more of the following circumstances:

- 1) If, through no fault of ours, your HSA does not contain sufficient available funds to complete the payment or transfer request, has been closed, blocked for security reasons or is subject to legal process or other encumbrances restricting the transfer;
- 2) The Portal is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- 3) The payment is refused as described in Sections 7 and 11 of this Agreement;
- 4) You have not provided complete and correct payment or transfer instructions, account information, or the correct name, address, phone number or account information for the Payee;
- 5) If your operating system is not properly installed or functioning properly;
- 6) For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Portal, including, without limitation, your inability to access the Portal or any part of the Portal;
- 7) For a failure to provide access or for interruptions in access to the Portal due to a Portal system failure; and/or

- 8) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with Payee, or interference from an outside force) prevent the proper execution of the payment or transfer request and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your HSA or cause funds from your HSA to be directed to a Payee which does not comply with your payment or transfer instructions we shall be responsible for returning the improperly paid or transferred funds to your HSA and, if applicable, for any late payment related charges.

6. Limitations on Payees, Payments, and Transfers to other deposit accounts.

We reserve the right to refuse to send a payment request to a Payee or make a transfer to another account. The Prohibited Use section of this Agreement provides more detail on when we may reject a payment or transfer request. We may also reject a payment or transfer request if you do not have sufficient available funds in your HSA to complete the full amount of the payment or transfer. For security reasons, we may limit the number or amount of payments or transfers you can make using the Portal.

If you make a transfer from your HSA to another deposit account you represent and warrant that you have all necessary legal right, power and authority to transfer funds from your HSA to the other account. Further, you represent and warrant that the account you are transferring funds to is located in the United States. We reserve the right to select the method in which to transfer funds on your behalf and the method to return funds in the event you attempt to make a transfer to an account that has been closed or is otherwise unavailable to receive the transfer.

7. Returned Payments.

A payment may be returned for various reasons, including but not limited to an incorrect or expired Payee address, an incorrect account number or payee, or the account is paid in full. We will use our best efforts to research and correct the returned payment and depending on the reason for the return either resend it to the Payee or void the payment and credit your HSA.

8. Cancelling Payment and Transfer Requests.

You may cancel or edit any scheduled payment or transfer request before it has begun to be processed. Once a payment or transfer has begun processing it cannot be cancelled or edited. If there is a reasonable time for us to act, it may be possible to submit a stop payment request or process a reversal of a payment

or transfer request. Please see the Stop Payment Request Section of this Agreement for information on stop payment requests.

9. Stop Payment and Transfer Reversal Requests.

Our ability to stop a payment or reverse a transfer request will depend on the payment or transfer method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment or reverse a transfer that has already been processed you must contact our HSA Plus Customer Care Center at 800-270-7719. Although we will make every effort to accommodate your request, and to recover funds after a payment or transfer has been processed, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. We may charge you for each stop payment request and, if so, the current charge for such service will be as set out in the fee schedule applicable to your HSA.

10. Investment sweeps

When your HSA becomes eligible for mutual fund investments you may elect to invest a portion of your HSA in mutual funds that you select. By using the Portal settings, you can establish the threshold above which funds will be automatically swept between your HSA Cash Balance and your HSA Investment Balance. Investment sweeps may be subject to a minimum balance threshold, over which you may invest a portion of your HSA holdings. You also use the Portal to select the mutual funds in which your HSA Investment Balance is invested, via allocations of your choice. Please refer to the Custodial Agreement for details about engaging in investment activity.

11. Acceptable Use.

The Portal is for personal use only and not intended for use outside of the United States. You are independently responsible for complying with all applicable laws in all of your activities related to your use of the Portal, and for all communications you send through the Portal. We and our service providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Portal for payments, transfers or any other activities or transactions (and we have the right but not the obligation to monitor for, block and/or reverse the same) that:

- i. Are not for the payment or reimbursement of a Qualified Expense as determined by us in our sole discretion.
- ii. Are to or from persons or entities subject to applicable government sanctions;

- iii. Relate to or involve gambling, gaming and/or any other activity with an entry fee and a prize, including but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes, whether on the Internet or otherwise;
- iv. Violate any law, statute, ordinance or regulation;
- v. Impose an unreasonable or disproportionately large load on the Portal infrastructure;
- vi. Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- vii. Constitute use of any robot, spider, other automatic device or manual process to monitor or copy the Portal or the portion of the site through which the Portal is offered without our prior written permission;
- viii. Constitute use of any device, software or routine to bypass technology protecting the Portal, or interfere or attempt to interfere, with the Portal.

In no event shall we be liable for any claims or damages resulting from or related to your violation of the acceptable uses as set forth in this section. In no event shall we be liable for any claims or damages resulting from your scheduling of prohibited payments or our failure to monitor for, block and/or reverse such payments. Unless required by applicable law, we have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. You represent and warrant that any person or account to whom or to which payments are made or funds are transferred is located in the United States. Payments or transfers outside the United States and its territories are prohibited.

12. Termination or Suspension by Us, and Other Remedies for Breach.

If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Portal; notify law enforcement, regulatory authorities,

impacted third parties and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Portal and/or use of the Portal for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

13. Disclosure of Account Information to Third Parties.

Your access to the Portal is through a third party service provider. You authorize us to contract with this third party to provide such support and service related to the Portal.

Our service provider will disclose information to other third parties about your account or the transactions you make ONLY in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where we believe necessary to complete or document transactions, to investigate possible unauthorized transactions, to resolve errors or claims or to combat fraud;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau, another financial institution or merchant;
- d. To a consumer reporting agency for research purposes or for other purposes otherwise specified herein;
- e. In response to government agency or court orders, subpoenas, garnishments, levies or other legal process;
- f. To comply with laws, rules and regulations;
- g. To companies affiliated with us;
- h. If you give us your written permission.

The circumstances under which we may provide information about your accounts to third parties are summarized in Associated Bank's current privacy notice (i.e., WHAT DOES ASSOCIATED BANC-CORP DO WITH YOUR PERSONAL INFORMATION?) and Deposit Account Agreement – available at www.associatedbank.com/forms, or you may request a paper copy by writing to Associated Bank, Attn: MS 7710, 1305 Main Street, Stevens Point, Wisconsin 54481.

14. Errors or Questions.

In case of errors or questions about any of your transactions using the Portal, we can be contacted as follows:

Telephone us at 800-270-7719; or

Write us at:
Associated Bank
P.O Box 2785
Fargo, ND 58108

15. Notices to Us.

Except as otherwise stated in this Agreement, notice to us must be sent by postal mail to the address listed in Section 14. We may also be reached at the telephone number listed in Section 14 for questions and other purposes but such telephone calls will not constitute legal notices under this Agreement.

16. Notices to You.

You agree that we may provide notice to you by posting it on the Portal, sending you a message within the Portal, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Portal setup or customer profile. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required documents and disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 14 or as described in the Federal E-SIGN Act Disclosure and Agreement. We reserve the right to charge you a reasonable fee to respond to each such request as set forth in the fee schedule applicable to your HSA. If you withdraw your agreement to receive documents and disclosures electronically you may lose access to the Portal.

17. Indemnification.

You agree to defend, indemnify and hold harmless us and our Affiliates and service providers and the officers, directors, agents, employees, representatives and contractors of each of these, from any loss, damage, claim or demand (including attorneys fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Portal.

18. Intellectual Property.

All marks and logos related to the Portal are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons and scripts are our service marks, trademarks and/or trade dress or those of our licensors. You may not copy, imitate or use any of

the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Portal, the technology related to the Portal and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts or other information you may send to us through or regarding the Portal shall be considered an uncompensated contribution of intellectual property to us, shall also be deemed our exclusive intellectual property and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

19. Alterations and Amendments.

This Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we will provide notice to you. Any use of the Portal after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services and/or related material and limit access to only the Portal's more recent revisions and updates. In addition, you agree to receive all legally required notifications via electronic means. We reserve the right to terminate your use of the Portal if you withdraw your consent to receive electronic communications.

20. Entire Agreement

This Agreement sets forth the entire understanding between us and you with respect to the Portal. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

21. Address or Banking Changes.

It is your sole responsibility to ensure that you keep your contact information in your profile in the Portal current and accurate. This includes, but is not limited

to, name, mailing address, phone numbers and email addresses. Changes must be made within the Portal or by calling our HSA Plus Customer Care Center at (800) 270-7719. All changes made in the Portal are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

22. Receipts and Transaction History.

Portal activity on your HSA will appear on your periodic statement. You may view at least six months of your HSA activity in the Portal by signing in to your HSA and looking at the activity displayed in the Portal or your account statement. You agree to view your transactions by this method; you will not receive transaction receipts by mail.

23. Service Termination, Cancellation or Suspension.

In the event you wish to cancel your access to the Portal you may do so by contacting our Customer Care Center by one of the following:

- Telephone us at 800-270-7719, and/or
- Write us at:
Associated Bank
P.O. Box 2785 Fargo, ND 58108

Any payment(s) and transfers already processed before the requested cancellation date will be completed by us. Payments and transfers you have scheduled in the Portal, including recurring payments, may or may not be processed once you cancel your access to the Portal. To ensure that a scheduled payment is cancelled you must contact us.

We may terminate or suspend access to the Portal at any time without advance notice to you. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

24. Assignment.

You may not assign this Agreement to any other party. We may assign this Agreement to our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate any of our rights and responsibilities under this Agreement to independent contractors or other third parties.

25. No Waiver.

We shall not be deemed to have waived any of its rights or remedies

hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

26. Captions.

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement

27. Links and Frames.

Links to other sites may be provided on the Portal for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Portal pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Portal. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Portal. This may include links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information or contain information that you may find inappropriate or offensive. In addition, advertisers on the Portal may send cookies to users that we do not control. (A "cookie" is an element of data that a website can send to your browser, which may then store it on your system. A cookie helps a website to recognize whether or not you have visited the website before, allowing the browser to provide your information back to the server on subsequent visits. A cookie does not retrieve any data from your hard drive, does not carry computer viruses and does not reveal anything about you that you have not already revealed.) You may link to the home page of the Portal. However, you may not link to other pages of the Portal without our express written permission. You also may not "frame" material on our Portal without our express written permission. We reserve the right to disable links from any third party sites to the Portal.

28. Exclusions of Warranties.

THE PORTAL AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR PORTAL, AND OPERATION OF OUR PORTAL MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

29. Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE PORTAL MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE PORTAL, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE PORTAL CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE PORTAL EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE PORTAL THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND CONTRACTORS OF EACH OF THESE, TO YOU

AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE PORTAL AND THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND CONTRACTORS OF EACH OF THESE, FOR THE PORTAL.

30. Information Authorization.

Your enrollment in the Portal may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Portal, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that we reserve the right to obtain personal information about you. You further understand and agree that we reserve the right to use personal information about you for our and our service providers' everyday business purposes, such as to maintain your ability to access the Portal, to authenticate you when you sign in, to send you information about the Portal, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of other customers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure and improve the Portal and the content and layout of the Portal. Additionally, we and our service providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our service providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons and as permitted by applicable law for everyday business purposes. In addition we and our service providers may use, store and disclose such information acquired in connection with the Portal in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis, marketing and to analyze the performance of the Portal.

31. Fees.

You authorize us to charge you fees identified in our current fee schedule

disclosed with the Custodial Agreement, which may be amended by us from time to time.

32. Governing Law and Conflict Provisions

Your use of the Portal is governed by this Agreement as well as the Custodial Agreement, other applicable documentation governing any matter related to your use of the Portal, clearinghouse rules, federal law and to the extent not preempted by federal law, the law of the state where you reside if in Wisconsin, Illinois or Minnesota, or, if you reside outside one of these three states, Wisconsin law applies (without regard to state conflicts of law principles), to the extent that federal and state laws have not been varied by this Agreement and the Custodial Agreement. In case of a discrepancy between this Agreement and the Custodial Agreement solely relating to your use of the Portal, this Agreement controls, otherwise the Custodial Agreement controls.

Associated Bank, N.A. is a Member FDIC. HSAs at Associated Bank, with the exception of invested funds, are covered by FDIC deposit insurance up to applicable FDIC limits. Visit the Federal Deposit Insurance Corporation (FDIC) Internet site at FDIC.gov or contact Customer Care at 800-279-7719 for more information on FDIC deposit insurance coverage.

All trademarks, service marks and trade names referenced in this material are the property of their respective owners. Associated Bank, N.A. is a Member FDIC and Associated Banc-Corp. Equal Housing Lender.