

**Cardholder Agreement for  
Funds Accessible with UCard**

The following Cardholder Agreement for Funds Accessible with UCard (“Agreement”) describe the terms and conditions that apply to your use of the UCard or S3™ barcodes, magstripe, or other access device with access to select S3™ funds, including rewards (“Rewards”), the healthy savings benefits (“Food”), the utilities benefit (“Utilities”) and/or the over-the-counter benefits (“OTC”) offered as part of an S3® Program that can be redeemed at S3® Retailers (as defined below) using a UCard (“Card”), provided by a health plan or other entity sponsoring your benefits (“Program Sponsor”) and issued by Citizens Alliance Bank, N.A. (“Issuer”). This Agreement is between you (the “Cardholder,” “you,” “your”), Issuer, and Optum Financial, Inc. (“Program Servicer,” “we,” “us,” “our”), an affiliate of UnitedHealthcare. These Terms & Conditions are not applicable to the UnitedHealthcare Member ID information included on the UCard. By using your funds, you agree to be bound by this Agreement, including any future amendments to the Agreement, and, if applicable, the Reward Program Terms of Service

at <https://member.uhc.com/medicare/content/medicare/about/rewards-terms.html>. To request a hard copy of the Terms of Service, contact Customer Service. If you do not agree with this Agreement, you may not use or accept the funds. IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIAL AND CLASS ACTIONS FOR DISPUTES ARISING OUT OF YOUR USE OF A CARD.

**FEES APPLICABLE WITH THIS CARD.** You may be expected to pay fees associated with the Utilities benefit described in Section 6 of this document, as well as any fees or charges assessed by third parties, including but not limited to taxes, shipping fees, and delivery fees.

**PLAN BENEFIT AND REWARDS EXPIRATION.** Your funds expire in accordance with the table below and your Evidence of Coverage (“EOC”). To view your specific benefit details, please refer to your plan EOC. Effective 01/01/2025 Rewards expire one month after your Medicare Advantage plan terminates. This does not impact you while you are enrolled in your current plan or if you switch to another UnitedHealthcare Medicare Advantage plan. Your Card may also be used to access certain additional plan benefits or promotions that your Program Sponsor may provide you. These additional plan benefits or promotions expire in accordance with your applicable Evidence of Coverage and other program documents.

Funds	Expiration statement
OTC	Unused funds expire at the end of each quarter or at the end of the plan year. Please see your EOC for expiration details.
OTC + Food	Unused funds expire at the end of each month
OTC + Food + Utilities	Unused funds expire at the end of each month
Rewards	Unspent earned Rewards funds expire 1 month after plan termination

**1. About Your Card.** You are being issued a Member ID that has an S3™ barcode or magstripe to access S3™ funds provided by your Program Sponsor. The S3™ funds for Rewards, OTC, Utilities, and/or Food accessible by the S3™ barcode or magstripe will be referred to as “Funds” throughout this Agreement. The Program Servicer is responsible for servicing, distributing, operating and maintaining the Card program. The Program Servicer’s affiliates and related entities bear no responsibility or liability for any Cards, and you hereby knowingly release such affiliates and related entities from any and all liability or claims of any nature whatsoever arising in connection with the Card.

The Card is a prepaid card that is being provided to you by a Program Sponsor pursuant to applicable program documents. The Card allows you to access certain Funds on the Card loaded by the Program Sponsor, not the Program Servicer. The Funds available with your Card may expire in accordance with Plan Benefit and Rewards Expiration guidelines above. The Program Sponsor is responsible for ensuring Funds are available to be

loaded to the Card. You do not have the ability to add or load Funds to the Card. The Card is not a gift card and is not connected in any way to a personal checking or savings account or any other financial account you may have. The Card is not a credit card. You will not receive any interest on the Funds associated with the Card. Your Card is not accepted at Automated Teller Machines (“ATMs”) and cannot be used to obtain cash from an ATM, a point-of-sale terminal (“POS”), or by any other means, except as required by law. Only your Program Sponsor may load additional Funds that can be accessed with your Card. You may not load any value to your Card. The Card(s) issued to you remain the property of the Issuer and must be surrendered upon request.

Your Program Sponsor may provide you additional documents that govern the types of Funds available to you, any potential limitations on those Funds, and the qualifications necessary to earn Funds accessible by a Card. Those program documents may also describe additional promotions and or plan benefits that may be accessible with your Card. These additional promotions/plan benefits are separate and distinct from the Funds you have earned as a reward and expire in accordance with your applicable program documents. Your Program Sponsor is responsible for funding your redemptions of these additional promotions. We are not a party to any of your program documents and are not responsible for the program documents or the underlying program through which you have received the Card.

**2. Card Activation and Registration.** You must activate your Card before it can be used to access the Rewards or other plan benefit funds. You may activate your Card by visiting [activate.uhc.com](http://activate.uhc.com) or calling 1-866-757-1864. Your failure to activate and use the Card results in the loss of all rights that you may have to use the Card and access the underlying Rewards. By registering, activating, and using a Card, you agree to only use the Card for personal, family, or household purposes and in accordance with the terms of this Agreement.

**3. Authorization.** You are an authorized user of the Card. You do not have any rights in or to the Funds accessible with a Card, except the right to use the Card and access the Card Funds in accordance with the terms of this Agreement and your program documents. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card, Card Number, or Personal Identification Number (“PIN”), we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card. If you notify us to cancel another person’s use of your Card, Card Number, or PIN, we may close your Card and issue a new Card to you with a different number. You are wholly responsible for the use of the Card according to the terms and conditions of this Cardholder Agreement. You should retain receipts of all authorized transactions. Receipts of your transactions may be required if we are investigating a report of a lost or stolen Card, errors, or unauthorized transactions.

You are not authorized to use your Card for any inappropriate, fraudulent or abusive transactions including, but not limited to, providing Card access to inappropriate individuals, using or attempting to use the Card in any manner not approved in your Evidence of Coverage or other program documents, or in violation of this Agreement. You do not have the right to stop payment on any transaction resulting from the use of your Card.

**4. Use and Redemption.** Cards are redeemable only for qualified purchases of goods and services at select Merchants that have agreed to accept the Cards and have the equipment necessary to process S3™-branded card transactions (“Merchants”), as long as you do not exceed the value available on your Card. The Merchants may change from time to time. If you use your Card without presenting your physical or digital Card (i.e. mail order, by telephone, or by Internet), the legal effect will be the same as if you presented the physical or digital Card in person. Cards are not redeemable towards previously purchased goods or services. Cards may be redeemable only for certain goods or services or may be restricted from redemption for certain goods or services, including but not limited to alcohol, tobacco, firearms, or gift cards, as determined by applicable law, rules and regulations, and applicable Evidence of Coverage or program documents provided by your Program Sponsor. Except as may

otherwise be required by law, your Card cannot be: i) redeemed for cash; ii) used to obtain cash in any transaction; or, iii) used for illegal transactions. We may refuse to process any transaction for security reasons or if we believe the transaction may violate the terms of this Agreement or applicable law. By using a Card, you agree to only use the Card for personal, family, or household purposes and in accordance with the terms of this Agreement.

You authorize us to reduce the value available on your Card by the amount of each transaction and any applicable fees or charges. You are not allowed to exceed the available amount through an individual transaction or a series of transactions. Attempting to use the Card when there are insufficient funds accessible with it may result in your transaction being declined or the Merchant allowing you to pay for the balance of the transaction with another method of payment. If, for any reason, you conduct a transaction that manages to exceed the available balance on your Card, you agree that we may deduct the amount of the overdraft and any applicable fees or charges from any reward funds subsequently loaded by your Program Sponsor for access with your Card.

## **5. Priority of Funds.**

When you use your Card to purchase a qualified item or service, you authorize us to apply available Funds to each transaction in the following priority: your available benefit funds will be applied first, then any applicable Rewards funds. For example, if you purchase an item covered by your OTC or Food or Utilities benefit, your OTC or Food or Utilities benefit funds will be applied first. When your OTC and Food and Utilities benefits are expired or have been exhausted, or any time that you are purchasing an item not covered by your OTC or Food or Utilities benefits, your Card will next apply any available Rewards to purchase the item, unless the item is otherwise not eligible for purchase under the Rewards program terms.

## **6. Utilities Payments.**

Your Program Sponsor may allow the benefit funds on your Card to be used to make certain utility payments. Reward funds may not be used for Utility payments. Consult the program documents provided by your Program Sponsor to determine if you can make payments to your utility company. Utility payments may be conducted online at our website, by calling the telephone number on your Card, or in person at Walmart. When you make a utility payment online or by telephone you are requesting us to make payment to your utility company. You are not making a payment directly to your utility company and your utility company will not receive, process, or credit your utility account until we conduct a backend process to submit your payment to the utility company. We will send your payment to the utility company as soon as we practically can, which may take 7-10 business days before we mail the payment. Once mailed, the utility company may take additional time to receive, process and apply the payment to your utility account. This adds on even more time. The total time to make a payment to a biller is typically one to two weeks. This does not account for the processing time once the biller receives the check and applies it to your account. The online or telephone bill pay services should not be used if your utility bill is due immediately or within the period of time we need to process and mail the payment to your utility company. We will assess a \$1.50 charge against your Utilities funds per transaction for any Utilities payment made on your behalf.

You can pay certain covered utility bills in person at your local Walmart customer service desk or MoneyCenter. Walmart may have limitations on the utility companies it can make payment to under this service. Please contact Walmart to see if your utility company is covered and for further information, including additional fees Walmart may charge for its services and payment processing timing.

You acknowledge and agree that any payment you request made to a utility company complies with your Program Sponsor requirements. You acknowledge and agree that you are solely responsible for providing accurate information about your utility company, including the entity name, the address where payments must be sent, your account number, the amount of payment, and any other information we may request to facilitate

the payment. We are not responsible for any delays or errors caused by providing us with inaccurate information. We are not responsible for verifying that your requested payment is going to a utility company.

If the payment you make using your Card does not fully cover your utility bill, you are responsible for paying the remainder of your utility bill with a different payment method in accordance with your utility company's billing procedures. We are responsible only for submitting the payment to the utility company in accordance with your instructions. We are not responsible to you or your utility company for any disputes, disagreements, or errors or omissions related to the processing, crediting or handling of the payment.

**7. Refunds and Returns.** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to abide by the return, refund and transaction policies of the Merchant and to request a credit to the Card from the Merchant in place of a cash refund where possible. All returns and/or refunds will be credited with an expiration date thirty days after processing or the last day of the benefit period, whichever is later. If a Merchant credits the Card, the funds may not be immediately available. We may have no control over when a Merchant sends a credit transaction. All questions regarding the Merchant's return, refund and transaction policies must be handled directly with the Merchant.

**8. Card Balance Inquiry.** To check the balance on your Card, please visit [[member.uhc.com/ucard](http://member.uhc.com/ucard)] or call the number on your card. The balance you receive when inquiring over the telephone or online is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed.

It is your responsibility to keep track of the amount of Funds accessible with the Card. You may review your Card balance and a history of your Card transactions by visiting [member.uhc.com/ucard](http://member.uhc.com/ucard) or by downloading the UnitedHealthcare mobile app.

**9. Lost or Stolen Card; Unauthorized Transactions.** If your Card is lost or stolen, you may log in to your account at [[member.uhc.com/ucard](http://member.uhc.com/ucard)] and request a replacement card or call the number on your Card. The Program Servicer is not responsible for unauthorized use of any Card. Your Card will be deactivated and any Funds remaining on the Card at the time of the call may be transferred onto a new Card. If the Funds are transferred onto a new Card, the Funds will be temporarily unavailable until the new Card is activated. It may take up to 30 days to process and issue a replacement Card.

**10. Disputes and Errors.** If you become aware of and/or your mobile or online account shows transactions that you believe you did not make or contain some other error, you must notify the Program Servicer immediately by calling the number on the back of your Card. If you fail to notify the Program Servicer of any potential errors within sixty (60) days after the information was made available to you, you may not be entitled to receive any value you lost if we can prove that you failed to use reasonable care or we could have prevented or limited any further loss. Notifying the Program Servicer within sixty (60) days after the information was made available to you is not a guarantee that you will receive a refund of any value lost. We reserve the right to investigate any claim you may make regarding a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We will conduct an investigation regarding your request and whether to refund your Card within forty-five (45) calendar days. Nothing herein shall be construed to extend additional rights or obligations with respect to transaction disputes.

**11. Termination and Suspension of Access to Funds.** You, your Program Sponsor, and we have the right to suspend or terminate access to the Funds on your Card. We may suspend, terminate, cancel or revoke your access to the Funds at any time in our sole discretion and without prior notice, subject to applicable laws and regulations. For example, we may suspend, terminate, cancel or revoke your access to Funds: (i) if we believe

you (or an individual authorized by you) have used or may use it for any unlawful or suspicious purpose; (ii) if you have used or may use it in violation of this Agreement; (iii) if we are unable to verify the accuracy of any information you provide to us; (iv) if we believe your actions may cause legal or financial risk to us or others; or, (v) if your Program Sponsor fails to provide sufficient funds for loading your Card. We may also suspend, terminate, cancel or revoke your access to Funds at the request of your Program Sponsor.

You will not be entitled to any of the Funds that remain accessible by a Card upon termination, suspension, cancellation, or revocation of access to the Funds.

## **12. ARBITRATION AGREEMENT, CLASS ACTION WAIVER, PUNITIVE DAMAGES WAIVER**

**READ THIS ARBITRATION PROVISION CAREFULLY. IT WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR CARD AND YOUR RELATIONSHIP WITH US AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIM OR DISPUTE, NOW OR IN THE FUTURE. FOR EXAMPLE, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING YOUR CARD (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. HOWEVER, THIS ARBITRATION PROVISION WILL NOT APPLY TO ANY CLAIM THAT IS THE SUBJECT OF A CLASS ACTION FILED IN COURT THAT IS PENDING AS OF THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION IN WHICH YOU ARE ALLEGED TO BE A MEMBER OF THE PUTATIVE CLASS. NOR WILL THIS SECTION APPLY TO ANY CLAIM THAT YOU MAY HAVE AGAINST THE PROGRAM SPONSOR SUBJECT TO APPEALS AND GRIEVANCES PROCEDURES UNDER THE FEDERAL MEDICARE REGULATIONS.**

A. Parties Subject to Arbitration; Certain Definitions: Solely as used in this Arbitration Provision: (a) the terms “we,” “us” and “our” include: (i) Optum Financial, Inc. and Citizen’s Alliance Bank, N.A., their parents, subsidiaries and affiliates, their successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the “Bank Parties”); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; (b) the terms “you” and “your” include each holder or owner of the Card and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term “account” includes the Card or account established by this or any other Cardholder Agreement with us and any updated or substitute Card or account for the same cardholder(s).

B. Covered Claims: “Claim” means any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding set forth in paragraph 3) that in any way arises from or relates to these Cardholder Terms, the account, any other contracts, agreements, policies or programs between you and us relating to your account, the relationship between you and us or any product, service or disclosure provided by us to you, any account transaction or attempted transaction, and the advertising, disclosures, practices and procedures related to any of the foregoing. “Claim” includes disputes arising from actions or omissions prior to the time this Arbitration Provision becomes part of the Cardholder Terms. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

C. Excluded Claim or Proceeding: Notwithstanding the foregoing, "Claim" does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, paragraph 7, captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), the final sentence in paragraph 13, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute about the validity or enforceability of the Cardholder Terms as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be the subject of this Arbitration Provision: (a) any individual action initiated in or transferred to small claims court or your state's equivalent court of limited jurisdiction, unless such action is transferred, removed or appealed to a different court; (b) the exercising of any self-help rights, including set-off; or (c) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either party to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class.

D. Electing Arbitration: To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration proceeding against the other party. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and if a court grants the other party's motion to compel arbitration of such Claim(s), it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

#### **E. ARBITRATION PROCEDURES**

Arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules (the "AAA Rules"). The AAA Rules and instructions for how to initiate an arbitration are available from AAA at <https://www.adr.org> or 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Reasonable attorneys' fees and expenses will be awarded only to the extent such allocation or award is available under applicable law.

Any arbitration will take place in or near the county where claimant resides and will be determined by a single arbitrator; provided, however, that upon request by either party, the arbitration shall be conducted via telephone to the extent permitted by the AAA Rules. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief).

Judgment on the award may be entered in any court of competent jurisdiction.

F. Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

G. Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A

PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION. THIS PARAGRAPH DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST US BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF BORROWERS INCLUDING YOU. THIS MEANS THAT WE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY.

H. Location and Costs of Arbitration: Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside, subject to Paragraph 5 of this Arbitration Agreement. We will pay any and all fees of the Administrator and/or the arbitrator if applicable law or the Administrator's rules require us to, if and to the extent you prevail in the arbitration or if you make a written request for us to pay such fees and you act reasonably and in good faith. We will always pay any fees or expenses that we are required to pay for this Arbitration Provision to be enforced. If we elect to require arbitration of a Claim you initiate, we will pay your reasonable attorneys' and experts' fees if and to the extent you prevail. Also, we will bear any such fees if applicable law requires us to or to the extent required for this Arbitration Provision to be enforced. Regardless of the outcome of the arbitration, we will not seek from you reimbursement of any of the fees of the Administrator and arbitrator or our attorneys' fees and expert costs unless we are permitted to recover such fees from you under the Cardholder Terms or any other contract or agreement between you and us and applicable law.

I. Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

J. Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

K. Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with paragraph 8 above, captioned "Location and Costs of Arbitration."

L. Rules of Interpretation: This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of the Cardholder Terms, on the other hand, this Arbitration Provision shall govern.

M. Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

N. Notice and Cure; Special Payment: Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at:

Optum Financial, Inc.  
Attn: General Counsel  
11000 Optum Circle  
Eden Prairie, MN 55344  
Copy via Email: [optum.financial.legal.intake@optum.com](mailto:optum.financial.legal.intake@optum.com)

This is the sole and only method by which you can submit a Claim Notice. If (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/ or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

**13. Limitation of Liability.** PROGRAM SERVICER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CARD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

WE ARE NOT RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES YOU PURCHASE WITH THE CARD. WE WILL NOT BE LIABLE IF: 1) THROUGH NO FAULT OF OURS, YOUR CARD HAS INSUFFICIENT FUNDS AVAILABLE TO PROCESS YOUR INTENDED TRANSACTION; 2) A MERCHANT REFUSES TO ACCEPT YOUR CARD; 3) A MERCHANT'S POINT-OF-SALE TERMINAL OR EQUIPMENT IS NOT FUNCTIONING PROPERLY, AND YOU KNEW OR SHOULD HAVE KNOWN ABOUT THE PROBLEM WHEN YOU ATTEMPTED TO CONDUCT A TRANSACTION; 4) YOU ATTEMPT TO CONDUCT A TRANSACTION AFTER YOUR CARD HAS BEEN DEACTIVATED, SUSPENDED OR TERMINATED FOR ANY OF THE REASONS STATED IN THIS AGREEMENT, INCLUDING FOR A CARD THAT HAS BEEN REPORTED AS LOST, STOLEN, OR DAMAGED; 5) THERE IS A "HOLD" PLACED ON YOUR CARD OR YOUR FUNDS ARE SUBJECT TO SOME LEGAL OR ADMINISTRATIVE PROCESS; 6) WE HAVE REASON TO BELIEVE THE REQUESTED TRANSACTION IS UNAUTHORIZED; 7) DESPITE REASONABLE PRECAUTIONS, CIRCUMSTANCES BEYOND OUR CONTROL PREVENT THE COMPLETION OF THE TRANSACTION; 8) YOUR PROGRAM SPONSOR DID NOT PROPERLY FUND THE ACCOUNT ACCESSIBLE WITH YOUR CARD IN A TIMELY MANNER; 9) THE PROGRAM SPONSOR DID NOT PROVIDE YOU WITH REQUIRED DISCLOSURES, ACCOUNT INFORMATION, PROGRAM DOCUMENTS, OR OTHER SERVICES, EVEN IF THOSE RESPONSIBILITIES ARE REFERRED TO IN THIS AGREEMENT; OR, 10) ANY OTHER EXCEPTION STATED IN OUR AGREEMENT WITH YOU APPLIES.



ANY PROCEEDING BY YOU TO ENFORCE AN OBLIGATION, DUTY OR RIGHT ARISING OUT OF THESE TERMS AND CONDITIONS OR APPLICABLE LAW WITH RESPECT TO YOUR CARD MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION OCCURS.

14. **Assignment.** We may transfer, sell, or assign our rights under this Agreement. You may not transfer, sell or assign your Card or your rights or obligations under this Agreement.

15. **No Resale.** Cards may not be resold without express written authorization from the Issuer. A Card is not valid and will not be honored, and we will not be liable, if a Card is obtained from unauthorized distributors or resellers, including through Internet auction sites.

16. **Governing Law and Personal Jurisdiction.** Except where federal laws, rules and regulations govern, the laws of the State of Delaware, without regard to principles of conflict of laws, shall govern this Agreement and use of your Card. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be brought and resolved exclusively in the State of Delaware. The Parties agree they will not contest the choice of law and venue provisions in this paragraph.

17. **Changes to Agreement.** Program Servicer reserves the right to change this Agreement from time to time in its discretion, subject to applicable law. Please review [ucard.uhc.com](http://ucard.uhc.com) for current versions of terms and conditions. You will be notified of any change in the manner required by applicable law; however, we may make changes for security purposes without providing you prior notice of such change.

18. **Fraudulent or Criminal Card Account.** We reserve the right to block, suspend, or cancel your Card Account if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity that is inconsistent with this Agreement. We may temporarily suspend your Card Account in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account, or your inability to use your Card.

19. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement so construed is held to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

20. **Telephone Calls: Calling, Monitoring, and Recording.** We may monitor and/or record telephone calls between you and us or our vendors or other service providers to assure the quality of our customer service. From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls via an automatic telephone dialing system; messages, such as prerecorded or artificial voice messages; or text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

21. **Non-Waiver.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The express waiver of any default by either party shall not be deemed a continuing waiver but shall apply solely to this instance to which such express waiver is directed.

22. **Business Days.** For purposes of this Agreement, our business days are Monday through Friday, not including any Federal Holidays.

23. **Disclosure of Information.** We may disclose information to third parties about your Card or the transfers that you make from it: i) where it is necessary to provide service associated with your Card and fulfill our obligations to your Program Sponsor; ii) to verify the existence and condition of your Card for a third party, including a Merchant or a bank; iii) in accordance with our applicable Privacy Policies; iv) for any reasonable security purposes; v) to comply with any government agency, court orders, or other legal request; vi) if you give us your written permission; or vii) otherwise as necessary to fulfill our obligations under this Agreement.

24. **Contacting Us.** You may submit general inquiries to us by visiting: [member.uhc.com/ucard](http://member.uhc.com/ucard) or calling the number on the back of your Card.

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