Welcome to Your
Citizens Bank/Charter One
Health Savings Account

We are delighted that you have chosen us for your Health Savings Account today and we look forward to serving you. In order to make your banking easier with us we have included your account agreements and disclosures in this convenient document. Included you will find your Electronic Notice Disclosure and Consent, Health Savings Account Agreement, Health Savings Account Fees and Features Guide, and Online Banking Agreement and Disclosure.

Again, thank you for banking with Citizens Bank and Charter One.

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Citizens Bank is a brand name of RBS Citizens, N.A. and Citizens Bank of Pennsylvania. Citizens Bank of Pennsylvania is a separate bank and not part of RBS Citizens, N.A. Charter One is a division of RBS Citizens Bank Citizens, N.A. Member FDIC
ELECTRONIC NOTICE DISCLOSURE AND CONSENT

This Electronic Notice Disclosure and Consent (the “Consent”) contains important information about how we will deliver all disclosures and notices required by applicable law to you, including the Health Savings Account Agreement, Fees and Features Guide and Online Banking Agreement and Disclosure (these 3 documents are referred to as the “Agreements”), and all other disclosures and communications which we are required to send to you (collectively, including the Agreements, the “Notices.”) This is your copy of the Consent. Please read it carefully and print and retain a copy of it for your records.

The decision to do business electronically is yours. In order to apply online for a Health Savings Account and the online service you must agree to receive the Notices in electronic form. You may ask us to also provide you with paper copies of the Notices by calling us at 1-888-SV4-HLTH (1-888-784-4584). Paper copies of the Agreements will be provided to you at no cost. Your account monthly maintenance fee will be increased if you wish to receive paper copies of your account statements. This fee is set forth in the Fees and Features Guide.

Receiving Notices Electronically. We will provide Notices as part of your enrollment process or post Notices on the Citizens Bank/Charter One HSA web site with appropriate notification to you as permitted by applicable law. We will consider your acceptance of this Consent as your confirmation of receipt of this Notice. You agree to notify us promptly if your mailing address, e-mail address or other information changes by calling us at 1-888-784-4584 or by writing to us at Citizens Bank/Charter One, Health Savings Account Administration, 20 Cabot Road, Mailstop MMF 430, Medford, MA 02155

Prospectuses and Annual Reports. All Funds (defined in Section C) are offered by prospectus only. Prospectuses contain more complete information on management fees, charges and other expenses, including any short-term redemption fees, and should be read carefully before investing. We will include the most recent Annual Report with each Fund prospectus you receive electronically on the Citizens Bank/Charter One HSA web site.

You consent to receive any Fund’s prospectus and annual report electronically and to read and agree to the terms of the prospectus before investing.

Hardware and Software Requirements. In order to access the Citizens Bank HSA Online web site and to access, receive and retain the Notices electronically, you must provide at your own expense all necessary telephone lines, Internet or other connections and equipment needed to access the Citizens Bank web site and to access, receive and retain the Notices electronically. You must use a computer processor, a monitor, a modem with ISP access or direct-dial up accessibility. In addition, your personal computer must meet the following minimum requirements: e-mail software, Adobe Acrobat Reader®, and Microsoft® Internet Explorer 5.0 or higher, Netscape 4.7 or higher (except 6.0), or AOL 5.0 or higher with 128-bit encryption. You must also have a printer that is capable of printing text screens from your Internet web browser or a hard drive capable of storing data. You confirm that your computer satisfies these
specifications and requirements and that you can access, receive and retain the Notices electronically.

Withdrawal of Consent to Electronic Notices. If you agree to receive the Notices electronically, you can withdraw your consent at any time by calling us at 1-888-784-4584 or by writing to us at Citizens Bank/Charter One, Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430, Medford, MA 02155. If you choose to withdraw your consent, your account monthly maintenance fee will be increased to the amount charged to accounts that elect to receive paper statements. This fee is set forth in the Fees and Features Guide.

HEALTH SAVINGS ACCOUNT
TERMS AND CONDITIONS OF YOUR NEW ACCOUNT

We are pleased to provide you with this account information. This Health Savings Account Agreement (Agreement) is a companion brochure to the Health Savings Account Fees and Features Guide (Fees and Features Guide).

This Agreement contains the terms and conditions of your Health Savings Account (account) as well as your rights and responsibilities regarding your account. You will also find our Funds Availability Disclosure Policy and Electronic Funds (EFT) Services Policy in this Agreement. In this Agreement, the words you and your mean the person(s) who maintains an account with us. The words we, our and us mean RBS Citizens, N.A. if your account is with RBS Citizens, N.A., and Citizens Bank of Pennsylvania if your account is with Citizens Bank of Pennsylvania. RBS Citizens, N.A. does business under the names Citizens Bank and Charter One. Also, for purposes of this Agreement, the term business day refers to every day, except Saturdays, Sundays, and federal bank holidays when we are closed. Finally, references to customers of a particular state or region mean customers whose accounts we opened in that particular state or region, or, if we transfer an account to another location, customers whose accounts we currently maintain in that state or region.

The Fees and Features Guide provides you with information on fees, interest rate and annual percentage yield information, and other information about your account. Together, these two brochures constitute your Health Savings Account Agreement with us. Citizens Bank is a brand name of RBS Citizens, N.A. and Citizens Bank of Pennsylvania. Charter One is a division of RBS Citizens, N.A. Please review them carefully. You may also wish to retain them for future reference.

At Citizens Bank and Charter One we’re always here to serve you. If you have any questions about the information in these two brochures, please call us toll-free Monday through Friday, 7 a.m. to 10 p.m. Eastern Time at 1-888-SV4-HLTH (1-888-784-4584). Or, if you prefer, visit us at www.citizensbank.com/hsa.

Thank you for your important relationship with us. We look forward to serving you.
A. ESTABLISHING AN ACCOUNT

1. Eligibility. You may open and maintain an account with us if:

   a. you are an individual;
   b. you are establishing the account exclusively for the purpose of paying or reimbursing your qualified medical expenses or those of your spouse and dependents;
   c. unless the account is used solely to make rollover contributions, you are eligible to contribute to the account because you:
      i. are covered under a high deductible health plan (as defined in the Internal Revenue Code);
      ii. are not also covered by any other health plan that is not a high deductible health plan (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage);
      iii. are not enrolled in Medicare; and
      iv. cannot be claimed as a dependent on another person’s federal or state tax returns;
   d. we have received and approved all account opening documentation we may require;
   e. your account has been appropriately funded; and
   f. you have satisfied any other requirements we may have and any requirements under Applicable Law.

You must be at least 17 years old to establish an account.

2. Documentation, Identification and Information. To help the government fight the funding of terrorism and money laundering activities, Applicable Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, you may establish an account with us by agreeing to this Agreement online or by signing our signature card, and providing us with any other documentation (for example, your driver’s license or other identifying documents) or information (for example, your name, address and date of birth) that we may require from time to time. If we issue an additional MasterCard® debit card (Debit Card) to a second authorized user of your account as provided in Section D(4) of this Agreement, we may require additional account documentation or information from time to time. To avoid possible fraud or other problems with your account, all documentation you provide to us in connection with establishing your account must be in a form satisfactory to us. We reserve the right to approve any and all documentation, such as checks or other items you use with your account. You agree that (a) we are not liable to you and (b) you will indemnify and hold us harmless from any and all losses, liabilities, claims, fines, penalties, fees, costs and expenses (including, without limitation, attorneys’ fees and litigation costs) of any kind that we may incur resulting from your use of checks obtained from a third-party vendor and not through us or if you print your own checks. When we use the word “check” in this Agreement, we mean checks or other items, such as drafts or electronic images presented to us for payment by another financial institution. Also, when we use the word “Losses” in this Agreement we mean losses, liabilities, claims, fines, penalties, fees, costs and expenses (including, without limitation, attorneys’ fees and litigation costs) of any kind.
We may from time to time request additional information from you to protect your account and our systems from fraud or other problems. This information may include new specimen signatures and other information that we must obtain under Applicable Law. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other action relating to your account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

3. Deposit Insurance.
Citizens Bank is a brand name of both RBS Citizens, N.A. and Citizens Bank of Pennsylvania. RBS Citizens, N.A. and Citizens Bank of Pennsylvania are separate banks. Deposits held by RBS Citizens, N.A. and Citizens Bank of Pennsylvania are treated separately to determine the amount of deposit insurance that is available to depositors. RBS Citizens, N.A. also does business under the name Charter One. Deposits held by RBS Citizens, N.A. as Citizens Bank and Charter One are not separately insured, but are combined to determine whether you have exceeded the federal deposit insurance limit.

Non-deposit investment products purchased by you using funds in your account, including, but not limited to, mutual funds, stocks and bonds, are not insured by the Federal Deposit Insurance Corporation, are not deposits or other obligations of RBS Citizens, N.A., are not guaranteed by RBS Citizens, N.A. or any of its affiliates, are not insured by any federal government agency, and are subject to investment risk, including the possible loss of the principal amount.

4. Power of Attorney. Subject to Applicable Law, we may, in our sole discretion, permit any person to whom you have granted a power of attorney to access and otherwise transact business on your account until such time as we receive and have had a reasonable opportunity to act on written notice that the power of attorney has been revoked. You agree to provide us with documentation that is in a form satisfactory to us unless Applicable Law provides otherwise, and to hold us harmless from and against any actions we have taken or your attorney-in-fact has taken regarding your account prior to the revocation of such power. Subject to Applicable Law, we may, in our sole discretion, refuse to honor any power of attorney. We have no duty to monitor or ensure that the acts of any attorney-in-fact are for your use or benefit or are otherwise permissible under Applicable Law. We will not be liable if any attorney-in-fact exceeds his or her powers or does not comply with Applicable Law.

B. GENERAL TERMS AND CONDITIONS

1. Account Ownership. You are the sole owner of the account. In the event of your death, the funds on deposit will belong to your named beneficiary(ies). If your named beneficiary is your spouse, your spouse will become the sole owner of the account and the account will continue to be a Health Savings Account. If your beneficiary is not your spouse, you will be required to provide a spousal consent form available from us regardless of your state of residence.
2. Facsimile Signatures. We may in our sole discretion allow you to use a facsimile signature on any check drawn on your account. The term “facsimile signature” refers to any method used by you to sign a check other than your handwritten signature. This term also includes, for example, the use of signature stamps or plates, computer-generated symbols and signatures produced by digital or other electronic means. You authorize us to accept and pay any such check bearing or purporting to bear your facsimile signature as though you had signed your own name to such check, regardless of how the facsimile signature came to be placed on the check. We may pay such check even if the facsimile signature was placed on the check without your authority and regardless to whom it is drawn or made payable. You agree to assume full responsibility for the use of a facsimile signature and for payments made by us in reliance on such a signature on any check presented for payment regardless of who or what affixed your facsimile signature to it. We reserve the right to reject any check that bears or appears to bear a facsimile signature.

3. Remotely Created Checks. If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks (that is, checks which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such checks, even though they do not contain your signature. This provision does not obligate us to honor remotely created checks. We may refuse to honor such checks without cause or prior notice, even if we have previously honored similar checks.

4. Deposits. We will accept deposits to your account made by you or on your behalf (by an employer, family member or any other person). You may not make a deposit that exceeds the maximum amount permitted by Applicable Law. Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extension). Subject to Applicable Law, rollover contributions from another Health Savings Account, an Archer Medical Savings Account, or other permitted plans may be made to your account.

You may make contributions up to a maximum annual limit as defined in the Internal Revenue Code. You are responsible for determining the limit under the Internal Revenue Code each tax year for all contributions to your account and whether your contributions have exceeded the maximum annual limit, including any catch-up contribution, if applicable. You will be responsible for any tax consequences that exceed the contribution limits.

Each deposit to your account must be accompanied by a completed deposit slip or other documentation we may require from time to time. You may make a deposit into your account by mailing a check payable to Citizens Bank Health Savings Account together with the account number and your completed deposit slip to:

General Mail: HSA Account Applications, Correspondence, Forms
Citizens Bank/Charter One
Health Savings Account Administration
P.O. BOX 981012
Boston, Massachusetts 02298-1012
We are not responsible for deposits made by mail until we actually record the receipt of such deposits in our books and records. All deposits to your account, regardless of how made, are subject to verification, final payment and our Funds Availability Disclosure Policy, which can be found in this Agreement. If we receive a deposit on a weekend, federal bank holiday or after our cut-off hour on a business day, the deposit is considered to have been received on our next business day. Our cut-off hours are contained in our Funds Availability Disclosure Policy. We reserve the right to make adjustments to your account, in our sole discretion, for computation or other errors to your account.

If a check deposited into your account is returned for any reason by the bank on which the check is drawn (meaning, the check is dishonored), we may, in our sole discretion, represent the check for payment. If we choose to do this, you agree to waive your right to receive immediate notice of dishonor. You agree to pay us a fee for any such check that is dishonored, regardless of the reason for dishonor. The amount of this fee is disclosed in the Fees and Features Guide. In our sole discretion and subject to Applicable Law, we may at any time refuse to accept a deposit, limit the amount that may be deposited into your account or return or hold all or any part of a deposit for any reason. You agree to reimburse us for our Losses resulting from you not endorsing a check as drawn, you depositing a check with a missing endorsement, or the return of any deposited check for any reason.

5. Direct Deposits. You agree that we may reverse any direct deposit that is made to your account without prior notice to you at any time if (a) we credited your account in an incorrect amount, (b) the deposit represents a duplicate credit to your account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit.

6. Withdrawals. Withdrawals or payments from your account may be made by check, Debit Card (point-of-sale only) or by using our online bill payment service. We will not permit withdrawals from your account unless there are sufficient available funds in your account, and you provide us with identification that is in a form satisfactory to us and with any documentation we may require from time to time (for example, a check). You agree to hold us harmless from and against any Losses arising from, or in any way relating to, our refusal to pay or release funds where the refusal is based on your failure to provide us with satisfactory identification and documentation.

We may also refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- we have received a court order or other legal document prohibiting withdrawal or if Applicable Law prohibits withdrawal;
- there is a dispute concerning your account;
- you owe us money that is due and payable;
- you or a person we believe to be an agent of an owner of your account requests that we do not permit withdrawals;
- a problem occurs with our equipment; or
- such action is otherwise required by Applicable Law.
We are required by Applicable Law to reserve the right to require at least 7 calendar days’ written notice before you withdraw money from your account. If, on our request, you do not provide us with such written notice, we may refuse to allow you to withdraw funds from your account, whether by check or other means, during this period, and we will not be liable to you for this refusal. Longer notification periods may be required under certain circumstances.

We are not required to determine whether withdrawals are for the payment or reimbursement of qualified medical expenses. You are responsible for substantiating that distributions are for qualified medical expenses, and you must maintain records sufficient to show, if required, that the distribution is tax-free. We will not be liable in any way if any distribution is not for qualified medical expenses.

Withdrawals made from your account will be reported to the Internal Revenue Service (IRS) as distributions for qualified medical expenses and should therefore only be made for such purpose. You agree to provide us with any information we request that may be necessary for us to prepare any report or return required by the IRS.

7. Payment of Checks and Other Transactions. We may pay checks, point-of-sale transactions, or any other paper or electronic transactions (Transactions) in any order determined by us, even if (a) paying a particular Transaction results in an insufficient balance in your account to pay one or more other Transactions that otherwise could have been paid out of your account, or (b) using a particular order results in the payment of fewer Transactions or the imposition of additional fees. We may change the order in which we pay Transactions without prior notice to you. You should be aware that the order in which we pay Transactions may increase the overdraft/insufficient available funds fees you have to pay if sufficient funds are not available in your account when a Transaction is processed to your account. We are not liable for such overdrafts. The amount of the overdraft/insufficient available funds fee is disclosed in the Fees and Features Guide. From time to time, a person who is not one of our customers may try to cash a check at one of our branch offices that you have written on your account. If we cash one of your checks for a non-customer, we are subject to certain risks that we would not otherwise have if the check were deposited at another bank and presented to us through the check collection system. We may charge a non-customer a fee to cash a check that is written on your account, unless prohibited by Applicable Law. Also, we may impose additional security, identification and other requirements on a non-customer seeking to cash a check written on your account. You agree that we will not be liable for wrongful dishonor or other claims or charges relating to our refusal to cash a check for a non-customer, if that person refuses to pay the fee that we may impose or comply with our security procedures or other requirements.

8. Overdrafts/Insufficient Funds. We determine from time to time during each business day whether or not your account contains sufficient available funds to pay a Transaction (e.g., a check, point-of-sale Transaction, or any other paper or electronic Transaction). If we determine that your account has insufficient available funds to pay a Transaction, you agree to pay an overdraft/insufficient available funds fee, and we are not required to honor the Transaction and may return or decline it. Alternatively, we may honor the Transaction and create an overdraft in
your account and impose an overdraft/insufficient available funds fee for paying the overdraft. We may impose an overdraft/insufficient available funds fee for each such Transaction that we return or pay. As a result, more than one overdraft/insufficient available funds fee may be imposed on you each day, depending upon the number of such Transactions that we return or pay. You are responsible for the full amount of any overdrafts and related overdraft/insufficient available funds fees.

You agree to deposit sufficient funds to cover any overdrafts and related overdraft/insufficient available funds fees immediately and you agree that any overdrafts and related overdraft/insufficient available funds fees may be repaid out of any subsequent deposit to your account or set off against such deposit, including, without limitation, deposits of Social Security, Supplemental Security Income or other government benefits. You also agree to reimburse us for any Losses we incur in collecting any overdrafts from you. We are under no obligation to permit overdrafts. Our honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft even if we have done so in the past.

9. Reimbursement for Losses. If we take any action to collect your debt or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our Losses, to the extent permitted by Applicable Law. We may charge your account for our Losses without prior notice to you.

10. Stop Payment Requests. If you do not want us to pay a check drawn on your account, you have a right to request that we do not pay the check. We will accept a stop payment request only from the individual account owner. You can exercise this right by calling us. You may generally stop payment on a check drawn on your account, provided that we have not accepted, certified, paid in cash, made final payment on or otherwise become accountable for such check, except to the extent otherwise required by Applicable Law. Stop payment requests must be timely and describe the check by the exact account number, check number and amount of the check. You must also provide any other information we reasonably request that would assist us in identifying the check (for example, the name of the person the check is made out to and the date of the check). We must be given a reasonable opportunity to act on any stop payment request before it can be considered effective. Your stop payment request will generally be effective when it is processed in your account. If the information you give us is not correct, does not reasonably describe the check or is not provided timely so as to give us a reasonable opportunity to act on your request, we are not responsible if we are not able to stop payment on the check. Stop payment requests are valid for 6 months, unless you rescind your request in writing before the expiration of the 6-month period. You may also renew your stop payment request by calling us before the expiration of the 6-month period. We will not inform you when a stop payment order is about to expire. If you do not timely renew your stop payment request and the check is presented to us for payment, we may pay it without any liability to us. Stop payment requests may not be issued on bank checks (for example, cashier’s checks, official checks or money orders). We may, however, replace a lost, stolen or destroyed bank check, provided you comply with our established procedures. If the original bank check is presented to us for payment before your claim becomes effective, we may pay the check, and we will not be liable to you for that
item. The amount of the stop payment request fee is disclosed in the Fees and Features Guide. You agree to pay us a fee for every stop payment request we receive from you.

11. **Stale Checks.** Unless there is a valid stop payment request in effect, we may, in our sole discretion, pay or dishonor a check, other than a certified check, drawn on, and presented for payment against, your account if the check is presented more than 6 months after its date (that is, a stale check). We will make this decision without notice or liability to you.

12. **Postdated Checks.** Our check processing equipment is unable to detect postdated checks (that is, a check dated later than the date on which the check is written). Therefore, you agree not to write postdated checks on your account. You agree that we can assume that all checks presented against your account are payable on demand. We may pay and charge against your account a postdated check even though payment was made before the date of the check. We will not be liable to you for paying a postdated check drawn on your account before the stated date unless required by Applicable Law.

13. **Safeguarding Your Checks.** You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed or otherwise unaccounted for.

14. **Check Safekeeping/Check Imaging.** If we provide you with check imaging or check safekeeping services, we retain canceled checks and do not return them with your account statement. You agree that your canceled checks may be destroyed after a reasonable period of time as determined by us in accordance with Applicable Law. You agree that by maintaining the original check or a substitute check (or copies or images of them) on your behalf, we have made the check available to you in a reasonable manner. Copies of checks are available for 7 years from the date they are posted to your account. You may request a copy of any canceled check or substitute check, and a service charge may be imposed for each copy provided, as provided for in the Fees and Features Guide. If for any reason we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check or your Losses, whichever is less, or the amount specified by federal law, if your request concerns a substitute check.

15. **Information Accuracy and Credit Verification.** You acknowledge and agree that any information you have or will provide to us is complete, true and accurate. You authorize us to request and obtain, from time to time, consumer reports from consumer reporting agencies and other information about you from third parties (including, without limitation, information concerning your employment, salary, assets, debts and references) that we believe is helpful to determine your eligibility to open or maintain any account or services, or for any other legitimate business purpose.

16. **Copies.** At your request, we may provide you with copies of statements, checks, deposit slips or other account records and conduct research on your account. Fees for account research and the production of account records are set forth in the Fees and Features Guide and are payable upon
request of service at the teller window or may be deducted from your account without notice to you.

17. Other Services. We may from time to time offer other services which you may use in connection with your account, if you request them. You will be subject to all of the terms of the agreements governing any other available services which you choose, including any additional related fees and charges.

18. Fees and Charges. Your account may be subject to monthly maintenance and transaction fees and other miscellaneous charges. All account fees and charges are disclosed in the Fees and Features Guide. You agree that we may automatically deduct any such fees and charges from your account without notice to you.

19. Account Statements. We will provide your statements online at www.citizensbank.com/hsa. You may request a paper copy of your statement for an additional fee. The amount of this fee is disclosed in the Fees and Features Guide.

20. Your Responsibility to Review Your Transactions. You agree to carefully review your account statement and each transaction as soon as possible. If there are any errors or discrepancies, including without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within a reasonable time period, which will not be longer than 30 calendar days after we send you or otherwise make available to you your account statement, unless otherwise required by Applicable Law. Otherwise, we will consider the information contained in your account statement correct. Subject to Applicable Law, you may not make any claim against us for transactions reflected on a statement (except electronic funds transfers) that you believe are incorrect, altered, forged, unauthorized, or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you. You can write to us at: General Mail: HSA Account Applications, Correspondence, Forms, Citizens Bank/Charter One, Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430, Medford, MA 02155. You understand that we process checks by automated means and do not visually inspect all checks, and agree that we do not fail to exercise ordinary care by using automated means to process your checks. You further agree that we do not fail to exercise ordinary care if we pay a check that was altered or forged in such a manner that a reasonable person would not be able to detect the alteration or forgery.

21. Change of Address. We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us of a change of address online using our online banking service or in writing at: General Mail: HSA Account Applications, Correspondence, Forms, Citizens Bank/Charter One, Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430, Medford, MA 02155, and we have had a reasonable opportunity to act on such notice. You agree to notify us as provided in the previous sentence if you change your address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this
information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

22. Correspondence. To the extent permitted under Applicable Law, any written correspondence you send to us will not be effective until we have received it and we have had a reasonable opportunity to act on such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records. If you have agreed to receive information or documents from us electronically (Electronic Records), the Electronic Records are sent by us, and received by you, when either (a) the Electronic Records are transmitted by us to an e-mail address you have given us for that purpose, or (b) the Electronic Records are posted to a web site and an e-mail is transmitted by us to an e-mail address you have given us for that purpose notifying you that the Electronic Records are available for access. If you have agreed to receive information or documents from us electronically, you will notify us immediately if your e-mail address changes or you cancel your e-mail service. Until you give us notice, we may continue to send Electronic Records to your e-mail address we have on file.

23. Assignment, Pledge or Transfer of Your Account. Your account is not negotiable and not transferable. Your account may not be assigned or pledged by you as collateral for any loan.

24. Closing Your Account. Subject to Applicable Law we may close your account at any time and for any reason and we may or may not, in our sole discretion, provide notice to you of such closing. You may also close your account at any time by calling us at 1-888-784-4584. Any request to close your account will be effective only after we have received your request and we have had a reasonable opportunity to act on such request. If your account is closed, we may, in our sole discretion, mail to you at your address as it appears on our records a bank check representing the remaining balance in your account, if any, or transfer the account to a successor custodian. You agree that we will have no liability for any acts or omissions of any successor custodian or for any tax consequences or other consequences relating to the closing or transfer of your account. In any event, we will not be liable to you for dishonoring any item drawn on or debited from your account and presented to us for payment after your account has been closed. The closing of your account, whether by us or you, will not affect any of your or our rights and obligations which have arisen before the effective date of the closing of your account, and this Agreement will survive the closing of your account. In this regard, after your account is closed, you are still responsible for the payment of any fees or charges incurred prior to or in connection with the closing of your account. If we merge into another entity, you agree that such entity will be the custodian of your account.

25. Abandoned Accounts. If you do not notify us online using our online banking service or in writing of a change in your address at: General Mail: HSA Account Applications, Correspondence, Forms, Citizens Bank/Charter One Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430, Medford, MA 02155 or if you do not use your account, your account may be presumed inactive or even abandoned after a certain period of time. Inactive accounts may be subject to service charges similar to those imposed on active accounts, and service charges may also be imposed on accounts presumed to be abandoned subject to
Applicable Law. If your account is presumed to be abandoned, it will be turned over to the appropriate state in accordance with Applicable Law.

26. Disputes. Your account may become involved in an actual or potential claim, legal dispute, or legal process (for example, trustee process, attachment, levy or garnishment) relating to your account (Dispute). In such instances, we may refuse to allow any transactions on your account until the Dispute is released or we are notified by the proper persons or authorities that the dispute has been resolved. You agree that we will not be liable to you for making a payment to any third party involved in a Dispute even if such payment leaves insufficient available funds in your account to cover any transactions on your account. We will not contest a Dispute on your behalf, and we may take action to comply with a Dispute as we may determine to be appropriate under the circumstances without any liability to you. We will, to the extent required by Applicable Law, notify you in writing whenever we are notified of a Dispute and place such restrictions on your account. We may charge against or deduct from your account without prior notice to you, or otherwise bill you directly, an amount representing our expenses incurred in responding to or processing a Dispute, including, without limitation, attorneys’ fees and litigation costs, as permitted by Applicable Law. In addition, you agree that we may assess and debit from your account any applicable fees set forth in the Fees and Features Guide that may be assessed as a result of the Dispute in accordance with Applicable Law.

27. Documentation as Evidence. If we go to court for any reason, whether the proceeding is instituted by you, us or some other third party, we may introduce into evidence a copy, printout, microfilm, microfiche or electronic version of any document evidencing a transaction under this Agreement, and such copy, printout, microfilm, microfiche or electronic version will be deemed as valid as the original document.

28. No Waiver of Agreement. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any subsequent occasion. In any event, no such waiver or delay by us will be effective unless it is in writing and signed and approved by us.

29. Enforceability of Agreement. If there is a conflict between this Agreement and Applicable Law, despite anything in this Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

30. Limited Liability. Unless we have acted in bad faith or are otherwise prohibited by Applicable Law, we will not be liable to you for performing (or failing to perform) our services under or in connection with this Agreement. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including, without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war,
risks, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. If a court finds that we are liable to you because of what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the 6-month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by Applicable Law.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

31. Indemnification of Citizens Bank. You agree to indemnify and hold us, our directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from and against Losses arising in connection with the services provided under this Agreement, except for Losses arising out of our own gross negligence or willful misconduct. You further agree to indemnify and hold us, our directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from Losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. We are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions. We are under no obligation to follow, and we will not be liable to you if we choose not to follow, such instructions. If we do, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

32. Choice of Law. Your account is governed by federal law and, to the extent not preempted by federal law, the law of the state where we open your account, or, if we transfer your account to another location, where we currently maintain your account (without regard to choice of law provisions).

33. Changes to Agreement. We may change any term or condition of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to you unless we are required by Applicable Law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately after we have provided you with the required advance written notice following the effective date stated in such notice. If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain or use your account after the date on which the changes became effective. This Agreement may not be amended or modified orally.
34. **Your Instructions.** In our sole discretion, we may follow your instructions concerning your account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you.

35. **Custodian.** You appoint us to serve as custodian of your account, subject to the terms of this Agreement. You acknowledge and agree that as custodian of your account our role is limited to the obligations expressly set forth in this Agreement and we do not provide tax or legal advice.

36. **Representations.** You acknowledge and agree that any information you have or will provide to us is complete, true, and accurate. You acknowledge and agree that you are solely responsible for and we will have no liability for:

a. determining whether you are eligible to have an account, and whether distributions from your account constitute qualified medical expenses as defined by the Internal Revenue Code;
b. keeping appropriate records to show, if required to do so, that the distribution is tax free;
c. ensuring that all contributions (and investments) you make are permitted under Applicable Law; and
d. determining the tax consequences of any contributions including rollover contributions and distributions you make and any taxes, penalties and other expenses which may be payable under Applicable Law in connection with your account.

37. **Section Headings.** The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement.

C. **INVESTMENT ACCOUNT**

An investment account can be opened at when you have enough funds in your health savings account and you want to transact. Complete the Investment Account Opening form and mail to address on form. Once funds in your account reach the threshold established by us (currently $2,500), you may transfer a portion of your account balance to the Investment Account for investment in certain mutual funds (the *Funds*). Investments in Funds are not FDIC-insured. The available Funds may change from time to time.

Marshall &Ilsley Trust Company N.A. (M&I) will provide recordkeeping and is the custodian for the omnibus fund account. Each of the fund companies are the transfer agent for the omnibus account. We reserve the right to change the Recordkeeper at any time without notice to you. All trades in securities on behalf of your Investment Account will be executed through M&I at your direction, subject to the terms of this Agreement, the Terms and Conditions and the applicable prospectus.

M&I is the custodian on behalf of Citizens Bank/Charter One. We have no role with respect to your investments in the Funds except as otherwise set forth herein.
1. No Investment Advice. The HSA Investments provide a variety of investment objectives and asset classes for you to choose among if you elect to participate in the HSA investment program. Should you choose to participate in the program, only certain Funds will be available to you as investment options in your Investment Account. We will choose which Funds are available as investment options available through the Investment Account (HSA Investments). The decisions as to which Funds will be made available as HSA Investments, as well as the addition and removal of Funds as HSA Investments, will be based solely on objective criteria and not upon the basis of any investment advice or recommendation by us. We will not screen or monitor Funds for inclusion in the HSA investment program based on any risk-based criteria or upon considerations relating to the personal investment profile, strategy or objectives of any individual participants in the HSA investment program.

You agree and acknowledge that the Investment Account is a “self-directed” product and that the decision to invest a portion of your account balance into HSA Investments, if any portion at all, as well as the decision as to which HSA Investments to choose are solely within your discretion and are made solely at your direction. We do not, and will not, provide any investment advice to you or your Investment Account, nor do we have any duty to review or monitor the investments in your Investment Account. We do not, and will not have any duty or obligation to make any investment recommendations or suitability determinations regarding any HSA Investments you may choose for your Investment Account. Consequently, you are solely responsible for determining the suitability for you of investing in an HSA Investment, and you may wish to consult with your financial adviser before doing so. We will have no liability or responsibility for your investment decisions in your Investment Account or otherwise.

2. Investments May Lose Value. Investments in mutual funds are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested. Any decision to invest in HSA Investments is at your sole discretion and at your sole risk.

3. Prospectus and Annual Report. Before you make any investment, you should carefully review the Fund’s prospectus and consider its objectives, associated risks and any fees or expenses that may apply. Investing entails the risk of loss of principal. You understand and acknowledge that prospectuses are available to you electronically prior to and following the purchase of any HSA Investments, and that you should carefully read each applicable prospectus before investing. Each Fund’s most recent annual report is included with the prospectus when you access it electronically through the Online Service for your account.

4. Fee Disclosure.
   a. Monthly Maintenance Fee. You will be charged a monthly maintenance fee for your Investment Account. Please see your Health Savings Account Fees and Features Guide for the amount of the monthly maintenance fee.
   
b. Payments to Us. We will receive fees from the Funds in which you may invest in your Investment Account. You should carefully review the Funds’ prospectuses for a more detailed description of the fees paid by such Funds.

Citizens Bank is a brand name of RBS Citizens, N.A. and Citizens Bank of Pennsylvania. Citizens Bank of Pennsylvania is a separate bank and not part of RBS Citizens, N.A. Charter One is a division of RBS Citizens Bank Citizens, N.A. Member FDIC
c. **Payments to Service Providers.** Please see your Health Savings Account Fees and Features Guide for information about payments you may be required to make to service providers.

d. **Fund Fees and Expenses.** The Funds in which you invest in your Investment Account may charge fees and expenses separate from and in addition to the monthly maintenance fee described in Section 4.a above. These fees and expenses are not charged by us or through the HSA program, and we have no involvement or role in setting or charging such fees. You should carefully review the Funds’ prospectuses for a more detailed description of any fees and expenses charged by the Funds.

e. **Voluntary Liquidation Fees.** Many mutual funds adhere to policies and procedures designed to restrict excessive short-term trading activity. Funds may impose a short-term redemption fee on the proceeds of Fund shares that are redeemed within a defined time period of their purchase as defined in the prospectus. In addition, please be aware that two or more purchases and corresponding sales (including manual rebalancing of your entire Investment Account) of a Fund within a timeframe defined in the prospectus may result in restrictions from future trading activity into the Fund. Always consult a Fund's prospectus prior to engaging in any trading activity to avoid violation of such policies and possible trading restrictions and/or fees resulting therefrom.

5. **Voluntary Liquidations of HSA Investments.** There may be situations in which you wish to liquidate one or more of your HSA Investments. For example, if you know you need a distribution from your account (for example, to pay a medical expense) that exceeds your account balance, you may choose to liquidate one or more of your HSA Investments prior to making your distribution request so that you have sufficient funds in your account balance to cover the requested distribution. You must redeem Fund shares to enable distribution of funds in the Investment Account. If you request a distribution that exceeds your account balance, the transaction may be denied or, in some cases, you may experience an overdraft, even if you have HSA Investments. It is your responsibility to liquidate your HSA Investments and move those funds to your account to cover any distribution requests. It will take at least one business day for the proceeds of any HSA Investments liquidation to be available for distribution from your account. Important additional information regarding the sales of investments can be found in the applicable prospectus.

6. **Transaction Details.** You can view the details of your trade transactions in your HSA Account through the Online Service.

7. **Utilizing the HSA Investments Offered in Conjunction with Your Account.** You understand and agree with respect to your use of the investment options:

   a. That you grant to us, as custodian, your irrevocable proxy to vote any Fund proxies on your behalf in accordance with our proxy voting policy.

   b. That you may only direct the investment of your Investment Account balance to one or more of the HSA Investments through the account website. The account website is supported by the
Recordkeeper, who will directly communicate all such directions to the Clearing Firm. The Clearing Firm is authorized and directed to follow all such directions received from the Recordkeeper through the account website and is under no obligation to question or verify the validity or reasonableness of such instructions.

c. That if we remove a Fund from the list of available HSA Investment options, you will be given notice and 60 days in which to sell and re-deploy any assets you have in such Fund. If you have not taken any action to re-deploy such assets within the specified timeframe, the proceeds from your interests in the Fund will be in another Fund.

d. That the Recordkeeper will have total responsibility for maintaining all records regarding your HSA Investments balances.

e. That your HSA Investments will be held in an omnibus account in M&I’s nominee name.

f. That trade orders are only processed on Active Trading Days and receive the price next determined after the trade has been executed, not next determined after the order has been placed. “Active Trading Day” is defined as a day that the New York Stock Exchange is open for trading.

i. Fund buy requests submitted before 3 pm ET on Active Trading Days will be processed on the next Active Trading Day, while Fund buy requests submitted after 3 pm ET on Active Trading Days will be processed within the next two(2) Active Trading Days.

ii. Fund sell requests and portfolio realignment requests submitted before 3 pm ET on Active Trading Days will be processed on the same day. Fund sell requests and portfolio realignment requests submitted after 3 pm ET on Active Trading Days will settle in two(2) Active Trading Days.

iii. Occasionally for reasons such as power interruption, phone line interference, satellite failure, force majeure, or user error, electronic trades do not transmit properly and will be transmitted as soon thereafter as possible unless you are otherwise informed.

Orders received after an early market close will be treated as if they were received after 4 pm.

g. That other rules, as set forth in this Agreement, the account website or in a Fund prospectus, may apply.

8. Investment Account Closure.

a. Voluntary. If you wish to close your Investment Account, you must first liquidate your HSA Investments by visiting the account website. The proceeds of the HSA Investments that are liquidated will then be transferred to your account. When the proceeds have been transferred to your account, you may call us at 888-784-4584 to direct us to close your Investment Account.
b. Involuntary. If an event causes your account relationship with us to terminate as set forth in this Agreement, we will direct the liquidation of your HSA Investments, if any, we will transfer the proceeds to your account and the Investment Account and account relationship will be terminated and the funds will be distributed in accordance with the terms of this Agreement. Involuntary termination may occur pursuant to the termination provisions in this Agreement, upon your death, or upon the abandonment of your account as determined by applicable state unclaimed property laws.

Your investments in Funds are held in an omnibus account M&I Nominee. Your investments in mutual funds:

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Please consider the investment objectives, risks, charges and expenses of the Funds carefully before investing. For more complete information, please consult the prospectuses for each Fund and the Terms and Conditions, which can be found on the website. Read these documents carefully before investing. You are not receiving any individual investment advice in connection with this program, and should consult a financial advisor before investing your funds.

The Fund performance data quoted represents past performance, which is no guarantee of future results. Current performance may be lower or higher than performance data quoted. Investment return and principal value of an investment will fluctuate so that shares, when redeemed, may be more or less than their original cost. The performance data quoted also does not reflect the deduction of short-term redemption fees, [which may be as high as 1% of the amount redeemed,] and that if reflected these fees would reduce the performance quoted.

D. ELECTRONIC FUNDS TRANSFER (EFT) SERVICES

1. General. We may provide you with EFT services, including direct deposits into your account, preauthorized transfers from your account, telephone transfers using Citizens Bank HSA PhoneBank (our automated telephone banking service) or Debit Card transactions, and other EFT services described in this Agreement.

2. Use of EFT Services. You are eligible to use any of the EFT services described in this Agreement if you maintain your account for use with such services. If your account is closed, we will stop processing any Debit Card transactions, your Debit Card privileges will be canceled and your Debit Card may be retained if you attempt to use it.

3. Ownership of Debit Cards. We own the Debit Card we issue, and you may not transfer it to any other person. You agree to return your Debit Card to us immediately upon our request. If this Agreement is terminated and you thereafter attempt to use your Debit Card at a point-of-sale (POS) terminal, your Debit Card may be retained. Your Debit Card may also be retained on the
occurrence of certain other events. We also have the right not to return or issue you a Debit Card if you use the Debit Card for an improper purpose.

4. Debit Card Issued to Second Authorized User. For your convenience, we may issue an additional Debit Card for your account to one other person you authorize to use your account. If we do so, you agree to indemnify and hold us harmless from and against our Losses, or other harm arising from, or in any way relating to, such action on our part. Any use of this additional Debit Card by this other person will be treated as if you used the Debit Card yourself and it is your Debit Card. You authorize all Debit Card transactions made by this other person. The provisions of this Agreement that apply to your Debit Card also apply to this additional Debit Card.

5. Networks You May Use The Debit Card may be used at any POS terminal where MasterCard® debit cards are accepted. You may not use your Debit Card at automated teller machines.

6. Availability of Funds. You agree that the amount of any EFT will not exceed the available funds in your account. We may, however, in our sole discretion permit an EFT to create an overdraft on your account as provided in Section B(8) of this Agreement and in so doing may charge to, and debit from, your account the overdraft/insufficient available funds fee disclosed in the Fees and Features Guide. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your account, the EFT or other service may not be completed and we will not notify you unless required by Applicable Law.

7. Charges for EFT Services. You authorize us to, and agree that we may, charge and deduct from your account any and all charges associated with or incurred in connection with the use of your Debit Card or other EFT service we provide to you. These fees are disclosed in our Fees and Features Guide.

8. Using Your Debit Card. Subject to Section D(4) of this Agreement, your Debit Card is exclusively for your use. You agree NOT to provide your Debit Card to any person or otherwise permit such person to use your Debit Card and to take reasonable precautions to safeguard it and keep it confidential. You acknowledge and agree that, if you permit another person to perform any EFT service with your Debit Card or give any person your Debit Card, you are responsible for any EFT service performed and charges incurred by such person, even if that person exceeds your authorization. Your Debit Card identifies and authenticates you to us when you perform the Debit Card transactions. You authorize us to rely on your Debit Card to identify you when you perform Debit Card transactions that require signature authorization for any Debit Card transaction performed. We employ security systems that may limit the use of your Debit Card in circumstances where possible fraud or other problems are detected, particularly if your Debit Card is used in a foreign country. Your Debit Card may only be used for POS transactions.

a. **General.** UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS; THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT. The fact that you initiate certain EFTs from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

b. **Right and Procedure to Stop Preauthorized Payments.** If you have told us in advance to make regular payments from your account, you can stop any of these payments by calling us at 1-888-784-4584 Monday through Friday, 7 a.m. to 10 p.m. Eastern Time, or writing to: General Mail: HSA Account Applications, Correspondence, Forms, Citizens Bank/Charter One Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430, Medford, MA 02155, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. You must tell us the exact dollar amount of the payment. We may also require that you put your request in writing and get it to us within 14 calendar days after you call. The amount of the charge for each stop payment order is disclosed in our Fees and Features Guide.

c. **Notice of Varying Amounts.** If these regular payments vary in amount, the person or company you are going to pay will tell you 10 calendar days before each payment, when it will be made and how much it will be. You may choose, however, to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits set by you.

d. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your losses or damages.

e. **Refusal to Pay a Preauthorized Transfer.** If we refuse to make a preauthorized transfer because your account has insufficient funds to cover such transfer, we will mail or deliver to you, on or before the next business day, notice of our refusal to pay the transfer.

10. **Documentation of Transfers.**

a. **Preauthorized Credits (Direct Deposits).** If you have arranged to have direct deposits made to your account at least once every 60 calendar days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may call us at 1-888-784-4584 or check online if you use our online banking services to find out whether or not the deposit has been made.

b. **Periodic Statements.** We will provide you with monthly and annual account statements online at www.citizensbank.com/hsa. You may request a paper copy of your statement for an additional fee. The amount of this fee is disclosed in the Fees and Features guide.
c. **Evidence of Transfer.** Any documentation provided to you which indicates that an EFT was made will be admissible as evidence of such transfer and will constitute prima facie proof that such transfer was made.

11. **Your Liability.**

a. **General.** Tell us AT ONCE if you believe your Debit Card has been lost, stolen or used (or may be used) or that an EFT has been made with your Debit Card or information from your check without your permission. Telephoning the Citizens Bank HSA PhoneBank at 1-888-784-4584, 24 hours a day, 7 days a week is the best way of keeping your possible losses down.

b. **Massachusetts Customers.** If you are a Massachusetts customer, you can lose no more than $50 if you do not give us notice of a lost or stolen Debit Card and someone uses your Debit Card without your permission.

c. **Other Customers.** You could lose all of the money in your account if your Debit Card or other information has been lost, stolen or used without your permission. If you tell us within 2 business days, you can lose no more than $50 if someone used your card without your permission. (If you believe your Debit Card has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Debit Card without your permission.) If you do NOT tell us within 2 business days after you learn of the loss or theft of your Debit Card, and we can prove we could have stopped someone from using your Debit Card without your permission if you had told us, you could lose as much as $500. Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 calendar days after the statement was available to you online or mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend these time periods.

d. **Additional Limits on Liability for Debit Card POS Transactions.** You will not be liable for any unauthorized transactions using your Debit Card, when used for POS transactions, if (i) you can demonstrate that you have exercised reasonable care in safeguarding your Debit Card from the risk of loss or theft; (ii) you have not reported to us 2 or more incidents of unauthorized use within the prior 12-month period; and (iii) your account is in good standing. If any of these conditions is not met, your liability is the lesser of $50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Unauthorized use means use of your Debit Card by a person, other than you, who does not have actual, implied or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to transactions not processed by MasterCard®.

12. **Contact in the Event of Unauthorized Transfer.** If you believe that your Debit Card, has been lost or stolen or that someone has authorized or may authorize an EFT from your account without your permission, you can call us at 1-888-784-4584, or write to us at: General Mail: HSA Account Applications, Correspondence, Forms, Citizens Bank/Charter One, Health
13. Our Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

a. Through no fault of ours, you do not have enough money in your account to make the transfer;
b. Circumstances beyond our control, such as fire, power outage or flood, prevent the transfer, despite reasonable precautions that we have taken;
c. The funds in your account are subject to legal process or other encumbrance restricting a transfer of funds from your account;
d. If your Debit Card has been reported lost or stolen or we have reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purpose;
e. You or we have terminated this Agreement; and
f. If your Debit Card has been canceled or your account has been closed.

There may be other exceptions stated elsewhere in this Agreement.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Disclosure of Account Information to Third Parties. In order that your privacy may be protected, we will not disclose any information to third parties about you or your account or the EFTs you make, except in the situations noted below.

a. General. We will disclose such information:
   i. where it is necessary for completing transfers;
   ii. in order to verify the condition and existence of your account for a third party, such as a credit bureau or merchant;
   iii. to persons authorized by law in the course of their official duties;
   iv. to a consumer reporting agency as defined by Applicable Law;
   v. in order to comply with government agency or court orders, such as a lawful subpoena;
   vi. to our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
   vii. as disclosed in our Privacy Pledge; or
   viii. if you give us your written permission.

b. For New Jersey Customers Only. We will disclose such information:
   i. where it is necessary for completing transfers;
   ii. if you give us your written permission;
   iii. in order to verify the condition and existence of your account for a third party, such as a credit bureau or merchant;
iv. if it is necessary to resolve an error or an inquiry as to an alleged error;
v. to a supervisory agency in the exercise of its supervisory and regulatory examination functions over us;
vi. to a government agency in the exercise of its statutory functions with respect to a person applying for or receiving public assistance; or
vii. as otherwise permitted by Applicable Law.

15. In Case of Errors or Questions About Your EFTs. If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, telephone us at once at 1-888-784-4584, or write to us as soon as possible at: General Mail: HSA Account Applications, Correspondence, Forms, Citizens Bank/Charter One Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430 Medford, MA  02155. **We must hear from you no later than 60 calendar days after we mailed or make available the FIRST statement on which the problem or error appeared.**

• Tell us your name and account number, if any.
• Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
• Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement or receipt.
• It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days following the date you notified us.

We will tell you the results of our investigation within 10 business days following the date you notified us, and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally recredit your account within 10 business days following the date you notified us for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally recredit your account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. Also, for new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. For purposes of this paragraph, your account is considered a “new account” for the first 30 calendar days after the first deposit is made. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our related photocopying costs, ask for copies of the documents that we used in our investigation. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own
records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

16. Types of Available EFTs. We offer each of the EFTs described below. Some of the services may be limited by third parties.

a. POS Purchases. You may use your Debit Card to purchase goods and services that are qualified medical expenses at POS terminals at merchants and other businesses that display the MasterCard® logo and have agreed to accept your Debit Card. You may not use a Personal Identification Number or receive cash back at any POS terminal. When you use your Debit Card to make such a purchase, you are requesting to pay for the purchase by withdrawing funds from your account.

When making a merchant purchase, you authorize us to debit and pay monies from your account for the total amount of the transaction as shown on any sales draft or withdrawal order originated by use of your Debit Card, regardless of whether signed by you, and we are permitted to handle such sales drafts or withdrawal orders in the same way we handle checks, with the exception that you will have no right to stop payment. We may require the merchant or bank that honors your Debit Card to obtain prior authorization for any transaction over a certain dollar amount, which is set at our discretion and may be changed from time to time. We reserve the right to place a hold on your account based on authorizations prior to settlement (that is, the actual posting of the transactions to any such account). This could result in an overdraft if sufficient funds are not available in your account to cover both the hold and any transactions, including checks, posting to your account.

b. Preauthorized Payments. You may arrange to have preauthorized payments made from your account using your Debit Card.

c. Balance Inquiries. If you have a Debit Card, you may check the balance of your account by calling Citizens HSA PhoneBank.

d. Automated Clearing House Transactions. Under certain circumstances, you may authorize a merchant or other payee or a third party to initiate a one-time EFT from your account through an automated clearing house. You can do this, for example, (i) by providing the merchant or other payee or third party with a blank, partially completed or fully completed and signed check drawn on your account to capture certain information, such as the routing, account and serial numbers, or (ii) by authorizing the merchant or other payee or third party to debit electronically your account for a returned check fee or other similar charge if you write a check on your account which is subsequently returned because there are insufficient funds in your account. We are not responsible if the merchant or other payee or third party does not notify you that a transaction will be processed as an EFT and a fee imposed for returned checks will be debited electronically from your account.

e. Other EFTs. You may perform other transactions as we expand the type of available EFTs in the future.
17. No Refunds on Debit Card Purchases. We will not make cash refunds or any other refund on purchases with your Debit Card. We will not be liable if a merchant refuses to honor your Debit Card. Any claim or defense for a purchase must be handled by you directly with the merchant or other business establishment that accepted or refused to accept your Debit Card. You may not assert disputes you may have with a merchant against us, for example, when you believe that the goods or services paid for with your Debit Card were defective, not delivered or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any merchant credit vouchers for returns or adjustments will be credited to your account when received by us.

18. Limits on Types and Frequency of EFTs.

a. POS Purchases. If you are authorized to make POS purchases with your Debit Card, you may make an unlimited number of POS purchases each calendar day, subject to any applicable dollar amount limitation and any other limitations set forth in this Agreement or under Applicable Law.

b. Other Limits. For security reasons, there may be additional limitations on the number of EFTs which you may perform.

19. Limits on Dollar Amounts of EFTs.

a. POS Purchases. If you are authorized to do so, you may use your Debit Card to pay for purchases directly from your account at businesses that honor your Debit Card. The amount of POS transactions that you may conduct each day will be disclosed to you when you receive your Debit Card.

b. Other Limits. For security reasons, there may be other limits on the dollar amount of EFTs you can perform.

20. Foreign Transactions. Purchases made in a foreign country and in foreign currencies using your Debit Card will be converted to U.S. dollars at the rate that exists on the date of exchange as determined by the foreign bank in accordance with applicable network operating rules or other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over the exchange rate or the date or place of the exchange. We also do not have any control over any conversion fee that may be charged by a card association or network. Your statement will detail your Debit Card transactions made outside of the United States as two separate items: the purchase or withdrawal amount and the Foreign Currency Fee amount. The Foreign Currency Fee amount consists of a 1% Foreign Currency Fee of any Debit Card purchase amount, non-PIN purchase amount and any related network fees that may apply.

21. Termination. We reserve the right to terminate your use of our EFT services for any reason and at any time without notifying you. You also have the right to terminate your use of your
Debit Card or the EFT services described in this Agreement at any time by calling us at 1-888-784-4584, at any time during our normal business hours, or writing to us at:

General Mail: HSA Account Applications, Correspondence, Forms
Citizens Bank/Charter One
Health Savings Account Administration
20 Cabot Road Mailstop MMF430
Medford, MA 02155

If you call, we may require you to put your request in writing and get it to us within 10 calendar days after you call. In any event, you must return your Debit Card to us. Otherwise, if you attempt to use your Debit Card after your use of our EFT services are terminated, your Debit Card may be retained. If you terminate your use of our EFT services and you have arranged for preauthorized transfers involving third parties, you are required to inform any third parties that the transfers will cease.

Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of such termination, even if we allow any transaction to be completed with your Debit Card after your use of our EFT services has been terminated.

E. FUNDS AVAILABILITY DISCLOSURE

1. Your Ability to Withdraw Funds. Our general policy is to make funds from your check deposits available to you on the first business day after we receive your deposit. However, in general we may make the first $100 of your total deposits of items drawn on another bank available to you on the business day of your deposit. The remainder of your deposits may be available on the next business day. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, we will use the funds to pay checks that you have written on your account and other withdrawals or debits that you have authorized or made from your account.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks that you deposit that are returned to us unpaid and, subject to Applicable Law, for any other problems involving your deposit.

2. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first $100 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you will need the funds from a deposit right
away, you should ask us when the funds will be available. In addition, funds you deposit by
check may be delayed for a longer period under the following circumstances:

• We believe a check you deposit will not be paid.
• You deposit checks totaling more than $5,000 on any one day.
• You redeposit a check that has been returned unpaid.
• You have overdrawn your account repeatedly in the last 6 months.
• There is an emergency, such as failure of computer or communications equipment.
• If a check is drawn on a bank outside of the United States, it may be sent for collection instead
of being deposited into your account. Funds will be available after we receive payment of the
check from the bank on which it is drawn.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we
will tell you when the funds will be available. They will generally be available no later than the
ninth business day after the day of your deposit.

F. SUBSTITUTE CHECKS AND YOUR RIGHTS UNDER THE CHECK 21 ACT

1. General. Some or all of the checks that you receive with your account statement or by request
may look different than the check you wrote. To make check processing easier, federal law,
known as the Check 21 Act, permits banks to replace original checks with substitute checks. This
section describes substitute checks and the rights that you will have when you receive substitute
checks.

2. What is a Substitute Check? A substitute check is a copy of an original check that is the
same as the original check for all purposes, including proving that you made a payment, if it
includes an accurate copy of the front and back of the original check and contains the words:
“This is a legal copy of your check. You can use it the same way you would use the original
check.” A substitute check that meets these requirements is generally subject to federal and state
laws that apply to an original check. If you lose money because you received a substitute check,
you have the right to file a claim for an expedited refund.

3. Disputing a Substitute Check. Federal law gives you the right to file a claim for an expedited
refund if you receive a substitute check and believe that all of the statements below are true:
a. The substitute check was incorrectly charged to your account (for example, this may be true if
we charged your account for the wrong amount or if we charged your account more than once
for the same check);
b. You lost money as a result of the substitute check charge to your account; and
c. You need the original check or a better copy of the original check to demonstrate that we
incorrectly charged your account (for example, this may be true if you think that we charged
your account for the wrong amount and the substitute check does not clearly show the amount).

4. Expedited Refunds. To obtain an expedited refund, you must send us a claim. Federal law
limits an expedited refund to the amount of your loss, up to the amount of the substitute check,
plus interest if your account earns interest. You should be aware that you could be entitled to additional amounts under other state or federal law.

5. How to Make a Claim for an Expedited Refund. Please make your claim by writing to: HSA Account Applications, Correspondence, Forms Citizens Bank/Charter One, Health Savings Account Administration, 20 Cabot Road, Mailstop MMF430, Medford, MA 02155. You must make your claim within 40 calendar days of the later of these two dates: (a) the date that we mailed or delivered the account statement showing the charge that you are disputing, or (b) the date on which we mailed or delivered the substitute check. If there is a good reason (such as a long trip or a hospital stay) that you cannot make your claim by the required day, we will give you additional time. Your expedited refund claim must (i) describe why you think the charge to your account was incorrect; (ii) estimate how much money you have lost because of the substitute check charge; (iii) explain why the substitute check is not sufficient to show whether or not the charge to your account was correct; and (iv) provide us with a copy of the substitute check or give us information that will help us to identify the substitute check and investigate your claim (for example, the check number, the name of the person to whom you wrote the check, and the amount of the check).

6. Our Responsibilities for Handling Your Claim. We will investigate your claim promptly. If we conclude that we incorrectly charged your account, we will refund to your account the amount of your claim (up to the amount of the substitute check, plus interest if your account earns interest) within one business day of making that decision. If we conclude that we correctly charged your account, we will send you a notice that explains the reason for our decision and includes either the original check or a better copy of the original check than the one you already received. If we have not made a decision on your claim within 10 business days after you submitted it, we will refund the amount we owe to your account, up to $2,500, plus interest, by that date. We will refund the remaining amount, if any, plus interest, to your account by the 45th calendar day after you submitted your claim. If we refund your account, on the next business day we will send you a notice that tells you the amount of your refund and the date on which you may withdraw that amount. Normally, you may withdraw your refund on the business day after we make it. In limited cases, we may delay your ability to withdraw up to the first $2,500 of the refund until the earlier of these two dates: (a) the day after we determine that your claim is valid; or (b) the 45th calendar day after the day you submitted your claim.

7. Reversal of Refund. We may reverse any refund, including interest that we have given you if we later determine that the substitute check was correctly charged to your account. Within one business day after we reverse a refund, we will send you the original check or a better copy of the original check than the one you previously received, explain to you why the substitute check was correctly charged to your account, and tell you the amount and date of the reversal. For more information on the Check 21 Act, please call our HSA PhoneBank at 1-888-784-4584.
HEALTH SAVINGS ACCOUNT
FEES AND FEATURES GUIDE

This Fees and Features Guide is a companion to the HSA Deposit Account Agreement. Together these documents constitute your Account Agreement.

Interest Rate Information

The following interest rates and annual percentage yields ("APY") apply. Rates below are effective as of January 2013 and are subject to change at any time. Rates apply to new accounts and may not apply to existing accounts.

<table>
<thead>
<tr>
<th>For Daily Balances Of:</th>
<th>Interest Rate</th>
<th>APY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below $500</td>
<td>1.00%</td>
<td>1.00%</td>
</tr>
<tr>
<td>$500 - $2,499.99</td>
<td>1.24%</td>
<td>1.25%</td>
</tr>
<tr>
<td>$2,500 - 4,999.99</td>
<td>1.49%</td>
<td>1.50%</td>
</tr>
<tr>
<td>$5,000 - $14,999.99</td>
<td>1.98%</td>
<td>2.00%</td>
</tr>
<tr>
<td>$15,000 or higher</td>
<td>2.33%</td>
<td>2.35%</td>
</tr>
</tbody>
</table>

How We Determine the Interest Rate on Your Account

Your interest rate and APY may change. At our discretion, we may change the interest rate on your account every day. Interest begins to accrue on electronic deposits on the day you make the deposit. Your current interest rate and APY is available on our web site or by calling the Citizens Bank HSA PhoneBank Monday through Friday, 7 a.m. - 10 p.m. Eastern Time at 1-888-784-4584.

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the collected balance in your account each day. Interest begins to accrue on electronic deposits on the day you make the deposit. Interest begins to accrue on the next business day you deposit checks and no later than the business day we receive credit for all other non-cash deposits. Interest on your account is compounded monthly and credited to your account on the day the account statement is produced each month. Fees may reduce earnings.
Account Fees – (standard) – your fees may vary depending upon whom you work for

<table>
<thead>
<tr>
<th>Standard Fees¹</th>
</tr>
</thead>
</table>

**One-time Setup Fee²**
Online Enrollment $15.00

**Monthly Account Fee³**
Debit Card Only (up to 2) (Basic) $3.50
Debit Card and Checks or Paper Statements (Plus) $6.00

**Other Fees**
Additional Copy of 1099, 5498, Check Image, Deposit Coupon, or Statement $7.00
Additional Cards (2 free) $10.00
Check Orders⁴ $6.20
Closed Account Fee $20.00
Copy of Debit Card Transaction Merchant Receipt $25.00
Corrected IRS Filing Fee (non-bank error) $10.00
Deposit Item Return Fee $10.00
Express Delivery Request $25.00
Excess Contribution Distribution $20.00
Investment Options⁵ $5.00
**Legal Process Fee**
Special Distribution Requests, Levies, etc $50.00

**Overdraft/Insufficient Available Funds**
Per Item $20.00
Replacement of Lost or Stolen Debit Card $25.00
Stop Payment Requests (per item)⁶ $25.00
Footnotes:

1) Fees may change at any time with proper notice to you.
2) Fee are determined by your employer.

3) Monthly Account Fee(basic) includes signature debit card, unlimited check transactions, monthly bank statements, contribution processing via ACH and check, 1099SA, 5498SA, or year-end status, on-line and telephone (VRU) account access. If you select Plus- includes all of the above plus physical checks and/or paper statements. Checks are priced separately. When we receive a Signature card – it triggers the Plus service.
4) Citizens check book includes 25 checks. Once the signature card is received, it triggers the Plus service and beginning that month, you will be charged for that service regardless if you do not use the checks you ordered.
5) Mutual funds are not bank deposits or obligations, are not guaranteed by any bank, and are not insured or guaranteed by the FDIC. Investment in mutual funds involves risk, including possible loss of principal.
6) Stop Payment Request (per item) applies to each non-consecutive check number or a series of consecutive check numbers for which the stop payment instruction is applied.
RBS CITIZENS N.A. ONLINE BANKING AGREEMENT AND DISCLOSURE

1. SCOPE OF AGREEMENT
This Online Banking Agreement and Disclosure ("Agreement") applies to the electronic banking services (the “Online Service”) we provide you in connection with your Health Savings Account (“Account”). The Online Service is provided by RBS Citizens, N.A. (the "Bank"). The Bank does business under the trade name Citizens Bank.

This Agreement is provided to you in accordance with the requirements of federal and state law. You should read this Agreement carefully to understand how the Online Service works, as well as your rights and obligations if you enroll in and use the Online Service.

By indicating your agreement online, using the Online Service or authorizing others to use the Online Service, you acknowledge that you have received and understand all of the provisions of this Agreement and agree to the terms and conditions of this Agreement and of all of the agreements incorporated herein by reference that also govern your Account with us. The Online Service is also subject to federal law and, to the extent not preempted by federal law, the law of the state where we open your Account, or, if we transfer your Account to another location, where we currently maintain your Account ("Applicable Law").

In this Agreement, "we", "us" and "our" mean the Bank; and "you" and "your" mean the person who is the owner of the Account.

We recommend that you print or store a copy of this Agreement for your records. You may also review this Agreement on our web site at www.citizensbank.com/hsa. If you are unable to print or store a copy of this Agreement or if you experience computer or printer malfunctions, please call us and we will mail you a paper copy of this Agreement.

2. ELECTRONIC COMMUNICATIONS
As provided more fully in the Electronic Notice Disclosure and Consent and Health Savings Account Agreement you agreed to concurrently with your enrollment in the Online Service, you agree to receive this Agreement and any and all disclosures or notices required by Applicable Law and all other communications electronically to the e-mail address you designate in your profile. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication we send to you will be considered received within 3 calendar days of the date sent by us to the e-mail address you designate in your profile. To the extent permissible under Applicable Law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors, or requests for stop payments) to us by calling.
the Citizens Bank/Chartier One HSA PhoneBank Monday through Friday 7 a.m. – 10 p.m. Eastern Time at 1-888-784-4584. We may, however, require you to provide us with written confirmation of any verbal or electronic stop payment request or notice of alleged error.

3. E-MAIL USE
When you enroll in the Online Service, you may receive e-mails at your designated e-mail address. You must designate a primary e-mail address during enrollment or by using the Account Profile section, which will be used for receiving communications. If you use our e-mail feature, we may send account information to the e-mail address you designate to verify a request made by you via the Online Service. Sensitive information such as account numbers will be only partially shown (masked). Other than verification e-mails, we will not send to you, and we strongly suggest that you do not send to us, any confidential information about your Account via the public Internet as it is not necessarily secure.

We will not send you e-mails requesting confidential information such as account numbers or passwords. If you receive such an e-mail purportedly from us, do not respond to the e-mail and notify us by calling 1-800-656-6561 or forwarding (including header information) the e-mail to fraud_prevention@cfgcustomers.com.

4. AGREEMENT AND ACKNOWLEDGMENT
By indicating your agreement online, using the Online Service or authorizing others to use the Online Service, you acknowledge that you have received and understand the provisions of this Agreement and agree to be bound by all of the terms and conditions of this Agreement and by all of the agreements incorporated herein by reference that also govern your Account with us. These agreements may be amended from time to time by us and we will provide notice of such changes to you as may be required by Applicable Law.

5. DEFINITIONS
The following definitions govern the terms of this Agreement:

- "Account" means the Health Savings Account you have with us.
- "Business Day" means every day except Saturdays and Sundays and federal holidays.
- “Check/Payment” means the manner by which payments can be made by your Account through the Online Service.
- "Check/Payment Cutoff Time" means 8:00 p.m. Eastern Time on any Business Day and is the time by which you must submit your Check/Payment Request in order for such request to be considered entered on that particular Business Day.
- “Check/Payment Date” means (a) for an electronic to check payment, the Business Day the Bank or the Bank’s Check/Payment processor draws the related check on itself, or (b) for an electronic payment, the Payment Due Date.
- "Check/Payment Request" means the information provided by you to the Online Service for a Check/Payment to be made to your Payee (i.e., Payee name, Account number, Payment Due Date, payment amount, and any additional required information).
- “Employer/Enrollment ID” means the id that has been assigned by the bank to your employer. If you are self enrolling this id is RBSCM1000050.
• “Password” means any combination between 6 and 10 characters of letters and numbers used in combination with your Account number to access the Online Service.

• "Payee" means the person or entity to which you wish a Check/Payment to be directed.

• "Payment Due Date" means the Business Day of your choice and as designated by you upon which your Check/Payment should be received by your Payee. You must enter your Check/Payment Request before the Check/Payment Cutoff Time on a Business Day at least 7 Business Days prior to the Payment Due Date for your Check/Payment to be received by your Payee on the Payment Due Date. If you do not, the Payment Due Date will be the Business Day payment is made to your Payee.

6. SECURITY AND PROTECTING YOUR ACCOUNT
We are committed to protecting the security and confidentiality of information about you and your Account. We use sophisticated technology in the ongoing development of the Online Service to enhance this security. We use several different security methods to protect your Account information:

• You can only access the Online Service with certain browsers that have high security standards.
• Account numbers will be masked and only present the last four (4) digits.
• The Online Service will automatically log off if prolonged periods of inactivity occur.
• Your session may be terminated if you navigate from the Online Service to another website.

7. ENROLLING IN AND USE OF ONLINE SERVICE
The Online Service is available by clicking on the Account Access link at www.citizensbank.com/hsa and proceeding to Online Banking login. When you login for the first time, we will ask you to provide us with your Employer/Enrollment ID and your SSN). You will be prompted to reset your user name and create a Password of between 6 and 20 characters, including at least one number and one letter (letters ARE case-sensitive), and without spaces. You will also be prompted to choose a security question and response, and security image.

8. YOUR ACCOUNT NUMBER AND PASSWORD
You should use care when choosing your Password. We recommend that you avoid easily guessed words and numbers, such as family member names or telephone numbers. Your Account number and Password are exclusively for your use. You agree to take reasonable precautions to safeguard your Account number and Password. You also agree to never leave your computer unattended while using the Online Service and always exit the Online Service by clicking on "LOG OUT" located in the upper left portion of the screen after using the Online Service.

You may change your Password at any time using the Internet Profile section of the Online Service.

Your Employer/Enrollment ID and and Password identify and authenticate you to us when you use the Online Service. You authorize us to rely on your Employer/Enrollment ID and Password
to identify you when you use the Online Service, and as signature authorization for any payment made using the Online Service.

You acknowledge and agree that you are responsible for all payments you make using the Online Service and for paying any and all late charges or penalties. You also acknowledge and agree that, if you permit another person to use the Online Service or give someone your Account number and Password, you are responsible for any payment that person makes from your Account, even if that person exceeds your authorization. You agree that we may comply with the Check/Payment Request entered by any person using your Account number and Password.

9. PERMISSIBLE ACTIVITIES FOR ACCOUNTS

You may perform the following activities with the Online Service:

- **Account Inquiry.** In the Account Activity section, you may get Account information (such as balances) and view up to 18 months of transactions on your Account.
- **Review Your eStatements.** In the Account Activity section, you may view online versions of up to 18 months of Account statements. Online statement copies should not be substituted for, nor represented as, your official bank statement.
- **Self-Initiated Services.** You may choose to update your health plan coverage, change your statement options, re-order checks, print forms, and make address changes.
- **Check/Payments.** You may make payments to yourself or pay various third parties from your Health Savings Account. Your ability to make certain payments or pay certain third parties may be prohibited as described in this Agreement.
- **Investment Account.** You may access your Investment Account, select and change investment options and monitor your investments.
- **Citizens Bank Mobile Banking Application.** You may download the Citizens Bank Mobile Application allowing access to many of the same services and features available with your online banking service. You understand and acknowledge that to use this application; you must be an Apple® iPhone® or Andriod,customer. You can view balances and activity for eligible credit and deposit accounts included in your online service. You may perform previously set up transfers between your Citizens' accounts or your existing external accounts. Estatements, transfer set-up, bill payment and self-initiated serves like stop payments are not available using your Citizens Bank Mobile Banking App.

10. ADDITIONAL INFORMATION

Any documentation provided to you which indicates that an electronic funds transfer was made will be admissible as evidence of the transfer and will constitute prima facie proof that the transfer was made. The initiation by you of certain electronic funds transfers from your Account will effectively eliminate your ability to stop payment of the transfer. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

Citizens Bank is a brand name of RBS Citizens, N.A. and Citizens Bank of Pennsylvania. Citizens Bank of Pennsylvania is a separate bank and not part of RBS Citizens, N.A. Charter One is a division of RBS Citizens Bank Citizens, N.A. Member FDIC
11. CHECK/PAYMENTS – BILL PAY
Check/Payments may only be made from your Account and must be made in accordance with the terms of this Agreement. Check/Payments must be made for qualified medical expenses and in accordance with your Health Savings Account Agreement any other applicable Account agreements.

Payments
You authorize the Online Service to debit your Account and remit funds on your behalf to the Payee. In order to process payments more efficiently and effectively, the Online Service may edit or alter payment data, including deleting duplicate payments, or data formats in accordance with Payee directives. When the Online Service receives your Check/Payment Request, you authorize the Online Service to debit your Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Payment Due Date as designated by you. You also authorize the Online Service to credit your Account for payments returned to the Online Service by the United States Postal Service or Payee.

Payment Methods
There are two possible methods that may be used to remit your payment:

- Electronic to Check: Funds will be debited from your Account and remitted to your designated Payee by a check drawn on the Bank or the Bank's Check/Payment processor.
- Electronic Payment: Funds will be debited from your Account and remitted to your designated Payee by an electronic funds transfer on the Bank or the Bank’s Check/Payment processor.

The Online Service reserves the right to select the method in which to remit funds on your behalf to your Payee.

Scheduling Check/Payments
You must enter your Check/Payment Request before the Check/Payment Cutoff Time on a Business Day at least 7 Business Days prior to the Payment Due Date for your Check/Payment to be received by your Payee on the Payment Due Date. Funds will be debited from your Account on the Business Day prior to the Payment Due Date and remitted to your designated Payee by an electronic funds transfer or a check drawn on the Bank or the Bank’s Check/Payment processor on the Payment Due Date.

If you properly follow the procedures for submitting Check/Payment Requests and we fail to make a Check/Payment from your Account on time and in accordance with your Check/Payment Request, we will be liable to you as described in the section of this Agreement entitled OUR LIABILITY FOR FAILURE TO COMPLETE CHECK/PAYMENTS. You may enter a one-time Check/Payment Request or a recurring Check/Payment Request.

Processing of Your Check/Payments
A Check/Payment Request is "Active" beginning when the Check/Payment Request is submitted
up until 8 p.m. Eastern Time on the Business Day before the Check/Payment Date. After this time, the Check/Payment Request is “Closed” up to the Payment Due Date.

**Canceling and Modifying Check/Payments**
The delete/edit feature available in the Online Service applies to Check/Payment Requests initiated through the Online Service which are Active. There is no charge for canceling or modifying an Active Check/Payment Request. You may also stop a Check/Payment before 8 p.m. Eastern Time on the Business Day before the Payment Due Date. For recurring Check/Payment Requests, you may cancel the remaining Check/Payments prior to 8 p.m. Eastern Time on the Business Day before the next Payment Due Date. You may not cancel any Check/Payments previously made as a result of your executed recurring Check/Payment Requests.

Other than as described above, you may not stop or edit a Check/Payment Request.

We also reserve the right to refuse to make payments to certain Payees. We will promptly notify you if we decide to refuse to make a payment to a Payee.

**Returned Payments**
In using the Online Service, you understand that Payees, payment processors, or the United States Postal Service may return payments to the Online Service for various reasons. These reasons can include, but are not limited to, the following:

- the Payee's forwarding address has expired;
- the Payee's account number is not valid;
- the Payee is unable to locate the account; or
- your account with the Payee is paid in full.

The Online Service will use commercially reasonable efforts to research and correct the returned payment and return it to your Payee. Electronic payments or electronic to check payments outstanding after 90 calendar days may be voided and the payment amount credited to your Account. You are responsible for reconciling your Account and reviewing the status of the payments. If we are unable to complete a payment for any reason, we may, in a method of our choosing and at our sole discretion, provide you with notice.

**12. DISCLOSURE OF ACCOUNT INFORMATION**
In order that your privacy may be protected, we will not disclose any information to third parties about you, including e-mail addresses, or your Accounts or the transfers you make, except in the situations noted below. We will disclose such information:

- where it is necessary for completing transfers or payments, or to resolve a problem related to a payment;
- in order to verify the condition and existence of your Accounts for a third party, such as a credit bureau or merchant;
- to persons authorized by law in the course of their official duties;
• to a consumer reporting agency as defined by Applicable Law;
• in order to comply with government agency or court orders, such as a lawful subpoena;
• to third parties that assist us in marketing products and services or other financial institutions with which we have joint marketing agreements to enhance our financial product or service offerings;
• to our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
• as disclosed in our Privacy Pledge; or
• if you give us your written permission (including e-mail).

13. INSUFFICIENT FUNDS TO COMPLETE CHECK/PAYMENT
For each Check/Payment, you must have sufficient available funds in your Account on the Business Day prior to the Payment Due Date. If your Account has insufficient available funds, the transaction will not be completed.

14. OUR LIABILITY FOR FAILURE TO COMPLETE CHECK/PAYMENTS
If we debit your Account incorrectly or your payment is sent to a person or entity different than set out in your Check/Payment Request, we will be responsible for returning the improperly transferred funds to your Account and for resending the payment properly. If we do not complete a Check/Payment on time or in the correct amount in accordance with your Check/Payment Request, we will be liable for your losses or damages as limited by Section 20 of this Agreement. However, there are some exceptions. We will not be liable, for instance, if:

• You did not properly follow the provisions of this Agreement, the online instructions for the Online Service, or other instructions for making a payment;
• You choose a Payment Due Date before the Check/Payment Cutoff Time on a Business Day that is less than 7 Business Days prior to the Payment Due Date;
• Through no fault of ours, you do not have enough available funds in your Account to make a payment;
• Your computer, the software, phone lines, our computer systems or the Online Service were not working properly or were temporarily unavailable, and this problem was apparent to you when you attempted the transaction or you were advised by the Online Service about the malfunction before you executed the transaction;
• Circumstances beyond our control prevented the payment, despite reasonable precautions that we have taken, including telecommunication outages, postal strikes, fires, floods or other natural disasters;
• We have paid funds from, or placed a "hold" on funds in your Account or remitted funds to another party, pursuant to reasonable business procedures, or in compliance with Applicable Law;
• You have not provided the Online Service with the correct names, phone numbers, or account information of your Payee;
• We have received incomplete or inaccurate information from you or a third party involving the Account with respect to a payment;
• The Payee mishandles or delays a payment sent by the Online Service;
• We have reasonable basis to believe that unauthorized use of your Account number, Password or Account has occurred or may be occurring;
• We or you have terminated your Online Service or closed your Account to which the Account number was linked;
• You have supplied your login information to another party; or
• For any other reason specified in this Agreement or any other agreement we have with you.

Unless otherwise required by Applicable Law, we will not be liable to you under any circumstances for special, indirect or consequential damages, including without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

15. CONTACT IN THE EVENT OF UNAUTHORIZED USE
If you believe your Account number or Password has become known or has been used (or may be used) without your permission, call Citizens Bank HSA PhoneBank Monday through Friday 7 a.m. – 10 p.m. Eastern Time at 1-888-784-4584 or write to us at:

General Mail: HSA Account Applications, Correspondence, Forms
Citizens Bank/Charter One
Health Savings Account Administration
20 Cabot Road, Mailstop 430
Medford, MA  02155

Tell us AT ONCE if you believe your Account number or Password, or both, has been lost, stolen, or used (or may be used) without your permission. Telephoning is the best way of keeping possible losses to a minimum. You could lose all of the money in your Account. If you notify us within 2 Business Days after you discover your Account number, Password or other means of access to your Account has been lost or stolen, you can lose no more than $50 if someone used your Account number or Password without your permission.

If you do NOT notify us within 2 Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Account number, Password or other means to access your Account if you had notified us, you could lose as much as $500. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Massachusetts Customers: You can lose no more than $50 if you fail to give us notice of your Account number or Password being used without your permission.

Also, if your statement shows transfers that you did not make, including those made by Password, or other means, tell us at once. If you do not tell us within 60 calendar days after the statement containing the unauthorized activity was sent to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
In Case of Errors or Questions About Your Electronic Transfers. In case of errors or questions about your payments or transfers, you should notify us as soon as possible via one of the following:
1. Telephone us at 1-888-784-4584; or
2. Write us at:

General Mail: HSA Account Applications, Correspondence, Forms
Citizens Bank/Charter One
Health Savings Account Administration
20 Cabot Road Mailstop MMF430
Medford, MA 02155

If you think your statement is incorrect or you need more information about an Online Service transaction listed on the statement, we must receive notice from you no later than 60 calendar days after the FIRST statement was sent to you on which the error appears. You must:

- tell us your name and Account number;
- describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- tell us the dollar amount and date of the suspected error.

It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any additional information.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after you have notified us. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten 10 Business Days, we may not credit your Account.

For errors involving new Accounts, we may take up to 90 calendar days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will provide you the results within 3 Business Days after completing our investigation. If it is determined that there was no error we will mail you a written explanation. You may ask for copies of documents used in our investigation. We may revoke any credit provided to you if we find an error did not occur.

16. RELATED AGREEMENTS
Your Accounts linked to the Online Service will also be governed by the agreements, disclosures
and other documents provided to you in connection with the opening of your Account, as they may be amended from time to time. Except in the case of your Health Savings Account Agreement with us and the accompanying Fees and Features Guide, if any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

17. TERMINATING THE ONLINE SERVICE
We reserve the right to terminate your use of the Online Service for any reason including inactivity and at any time without notifying you. You have the right to terminate your use of the Online Service by calling us at 1-888-784-4584 at any time during our normal business hours, or by writing to us at:

General Mail: HSA Account Applications, Correspondence, Forms
Citizens Bank/Charter One
Health Savings Account Administration
20 Cabot Road Mailstop MMF430

Medford, MA 02155

If you call, we may require you to put your request in writing and get it to us within 10 calendar days after you call. If you have recurring payments or transfers from your Account, you must notify the Payee of your termination of the Online Service.

Any termination of your use of the Online Service, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of such termination.

18. AMENDMENTS OR CHANGES TO SERVICE OR AGREEMENT
We reserve the right, from time to time, to amend this Agreement or change the features or services offered by the Online Service, in our sole discretion. In instances where such changes will have an adverse impact upon you or we are otherwise required by Applicable Law or regulation, we will send you written or electronic notice about the change at least 21 calendar days prior to the effective date of any such change. If however, the change is made for security purposes, the change will be implemented without any notice to you.

If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue your enrollment in or use the Online Service after the date on which the changes became effective.

19. VIRUS PROTECTION
You agree that we are not responsible for any electronic virus that you may encounter using the Online Service. We encourage you to routinely scan your computer and diskettes using any
reliable virus protection product to detect and remove any viruses found. Undetected or un-repaired, a virus may corrupt and destroy your programs, files and even your hardware.

20. LIMITED LIABILITY
Except as specifically provided in this Agreement or where Applicable Law requires a different standard, you agree that neither we or any third party service provider engaged by us to perform any of the services related to the Online Service shall be responsible for any damages or losses, whether related to property or bodily injury, incurred as a result of your using or attempting to use the Online Service, whether caused by equipment, software, Internet service providers, browser software or any agent or subcontractor of any of the foregoing. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including, without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment. You also agree that we or any third party service provider that we engage with, will not be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Service or Internet browser or access software, or from the unavailability of the Online Service or for any errors in information provided through the Online Service.

If a court finds that we are liable to you because of what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the 6-month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by Applicable Law.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, SUBJECT TO APPLICABLE LAW.

UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, THE ONLINE SERVICE IS PROVIDED AS IS, AND WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE SERVICE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

21. CHARGES AND FEES

There is no monthly maintenance fee for the Online Service. There may be incidental charges and fees associated with the Online Service, such as those set out below, including, but not limited to, Account fees and charges you initiate by requesting stop payments, check copies or similar services.
Citizens Bank is a brand name of RBS Citizens, N.A. and Citizens Bank of Pennsylvania. Citizens Bank of Pennsylvania is a separate bank and not part of RBS Citizens, N.A. Charter One is a division of RBS Citizens Bank Citizens, N.A. Member FDIC

* This fee will be waived for Massachusetts customers age 18 or under or 62 or over if the customer notifies Citizens Bank of his/her eligibility.

We reserve the right to change this schedule of fees from time to time. Consult your Health Savings Account Agreement and related Fees and Features guide for reference to additional fees that may be incurred.

22. ADDRESS OR BANKING CHANGES
We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us of a change of address by using the change of address form found online in the Fees and Disclosures section and mail it to us at:

General Mail: HSA Account Applications, Correspondence, Forms
Citizens Bank/Charter One
Health Savings Account Administration
20 Cabot Road Mailstop 430
Medford, MA 02155

or by calling the Citizens Bank/Charter One HSA PhoneBank Monday through Friday 7 a.m. – 10 p.m. Eastern Time at 1-888-784-4584, and we have had a reasonable opportunity to act on such notice. You also agree to notify us in writing at the above address at least 10 Business Days in advance of any change in your banking status or other customer information, such as your e-mail address or phone number.

23. INFORMATION AUTHORIZATION
Your enrollment in the Online Service may not be fulfilled if the Online Service cannot verify your identity or other necessary information. Through your enrollment in the Online Service, you agree that the Online Service may obtain a credit report on you from time to time. Information obtained will be used by the Online Service to verify information you provide to the Online Service and for other business purposes. You agree that the Online Service reserves the right to obtain financial information regarding your Account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification). In addition, you agree that the Online Service reserves the right to verify any of the information you provide.

24. ASSIGNMENT AND DELEGATION
You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities under this Agreement to any third party or entity. Any such attempted assignment or delegation

<table>
<thead>
<tr>
<th>Description of Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy of check or document other than statement</td>
<td>$7.00 per copy</td>
</tr>
<tr>
<td>Copy of statement</td>
<td>$7.00</td>
</tr>
<tr>
<td>(including interim or duplicate statement)</td>
<td></td>
</tr>
<tr>
<td>Stop payment*</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

* This fee will be waived for Massachusetts customers age 18 or under or 62 or over if the customer notifies Citizens Bank of his/her eligibility.
will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give you our written acknowledgment.

We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity.

25. NO WAIVER
No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

26. GOVERNING LAW
This Agreement shall be interpreted and governed in accordance with federal law and, to the extent not preempted by federal law, with the laws of the state where we open your Account, or, if we transfer your Account to another location, where we currently maintain your Account, without regard to its choice of law provisions.

27. PROVISIONS SEVERABLE
If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

28. ENTIRE AGREEMENT
This Agreement may be amended by us from time to time and is the entire agreement between you and us with respect to the Online Service and supersedes any and all prior communications and prior agreements between you and us with respect to the Online Service.

29. MOBILE ALERTS
Citizens Bank e-mail and wireless banking alerts service enables you to receive notices from time to time concerning available balance information and other issues relating to your Citizens Bank account(s). By signing up to receive one or more of the notices that are offered by the banking alerts service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

- The banking alerts service allows you to request and receive wireless and e-mail messages about your accounts with Citizens Bank. We send banking alerts to you based upon the instructions you provide to us. The mobile phone numbers and e-mail address(es) you provide are neither reviewed nor verified by Citizens Bank prior to or following activation of the banking alerts service. You hereby acknowledge and accept that each banking alert is sent to you without being encrypted and may include your name and information pertaining to your Citizens Bank account(s).
You may receive banking alerts through a text- or web-enabled mobile device, an e-mail account that is accessed via a personal computer, or both. It is your responsibility to determine if your mobile service provider supports text messaging and your telephone or other mobile device is capable of receiving text messages. Citizens Bank banking alerts are subject to the terms and conditions of your agreement(s) with your cellular phone carrier and/or internet service provider. You are responsible for any fees imposed by your cellular phone service and internet service provider of any kind whatsoever.

You acknowledge and agree that your receipt of any banking alerts may be delayed or prevented by factor(s) affecting your cellular phone service provider, internet service provider(s) and other factors outside Citizens Bank control. We neither guarantee the delivery nor the accuracy of the contents of each banking alert. You agree to not hold Citizens Bank, its directors, officers, employees and agents liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of a banking alert; (b) inaccurate or incomplete content in a banking alert; or (c) your reliance on or use of the information provided in a banking alert for any purpose.

Citizens Bank provides this service as a convenience to you for information purposes only. A banking alert does not constitute a bank record for the deposit or credit account to which it pertains. Citizens Bank reserves the right to terminate its banking alerts service or begin charging a fee for such service at any time without prior notice to you. Nothing contained herein shall amend, supersede or nullify anything contained in any other agreement you have made with Citizens Bank.