

Lane Health HSA Advance Feature Disclosures and Agreement

You are eligible to take advantage of the Advance feature offered through your Lane Health Health Savings Account (“HSA”). The Advance feature is a line of credit to your HSA. The line of credit is offered by WebBank, Member FDIC. Read these Disclosures and Agreement and keep them for your records.

Note that you must activate the Advance feature in order to use it. Instructions on how to activate the feature are set forth below.

Changing the Agreement - We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement. Changes to some terms may require advance notice, and we will tell you in the notice if you have the right to reject a change.

Summary of Rates and Fees

Payment Information																	
All charges made on this charge card will be billed over a 12-month period, subject to minimum payments due and payable on the due date listed on your periodic statement (see below).																	
Fees																	
Origination Fee	5% of the initial amount advanced																
Periodic Finance Fee	Assessed every 75 days after the initiation of each Advance and due on the date of the next statement based on the Average Periodic Balance, according to the schedule below. If the customer pays off the principal balance for any given Advance prior to the Periodic Finance Fee being assessed, no Periodic Finance Fee will be charged.																
	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Average Daily Balance over prior 75 days</th> <th style="text-align: center;">Periodic Finance Fee</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$1 to \$100</td> <td style="text-align: center;">\$2</td> </tr> <tr> <td style="text-align: center;">\$101 to \$250</td> <td style="text-align: center;">\$5</td> </tr> <tr> <td style="text-align: center;">\$251 to \$500</td> <td style="text-align: center;">\$10</td> </tr> <tr> <td style="text-align: center;">\$501 to \$1,000</td> <td style="text-align: center;">\$20</td> </tr> <tr> <td style="text-align: center;">\$1,001 to \$2,500</td> <td style="text-align: center;">\$40</td> </tr> <tr> <td style="text-align: center;">\$2,501 to \$5,000</td> <td style="text-align: center;">\$75</td> </tr> <tr> <td style="text-align: center;">Greater than \$5,000</td> <td style="text-align: center;">\$95</td> </tr> </tbody> </table>	Average Daily Balance over prior 75 days	Periodic Finance Fee	\$1 to \$100	\$2	\$101 to \$250	\$5	\$251 to \$500	\$10	\$501 to \$1,000	\$20	\$1,001 to \$2,500	\$40	\$2,501 to \$5,000	\$75	Greater than \$5,000	\$95
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Late Payment Fee	\$30 for payments more than 30 days past due																
How We Will Calculate Your Average Periodic Balance	All card draws made since the prior statement will be accumulated into an individual Advance. The Average Periodic Balance (APB) will be the average balance outstanding for the prior 75 day period (measured from the first draw or from the last statement date, as the case may be) on each Advance. The APB is calculated by adding up the ending daily balances for an individual Advance for the 75 day calculation period and dividing by 75. A customer may have multiple Advances and is required to make																
Payment	Payments for each Advance will be processed from the HSA account as one lump sum on the due date of the statement.																
Prepayment	Unless advised specifically by the customer, any additional principal prepayment will be applied to the Advance with the lowest balance																
Minimum Payment	The monthly minimum payment for each Advance is the amount necessary to repay the Advance in equal payments over each payroll period in the next 12 months, and in addition the amount necessary to pay the fees. The minimum payment for each pay period will be at least \$10 or, if greater, \$3 for each Advance with a balance during that pay period, which may result in paying an Advance sooner than in 12 months.																
Billing Rights	Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement																

This Agreement

This Agreement, which includes the disclosure table provided above and this entire Disclosures and Agreement document, is the contract that governs your use of the Advance feature. In this Agreement, the words “we,” “us” and “our” refer to WebBank, Member FDIC, and the words “you” and “your” refer to the individual that established a Lane Health HSA. The word “Account” refers to the account we establish for the Advance feature, and the word “Advance” means an extension of credit from us on your Account.

Promise to Pay

You, solely in your capacity as the fiduciary of the Lane Health HSA, agree to pay us for all amounts due on your Account, including each Advance and the fees set forth in this Agreement. In addition, you also agree and authorize (in your individual capacity and not as the fiduciary of the Lane Health HSA) us and your employer’s payroll administrator the right to make deductions from your payroll for contributions to your Lane Health HSA in the amounts and at the times necessary to allow the Lane Health HSA to make all payments required by this Agreement.

Binding Agreement

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

How the Advance Feature Works

An Advance allows you to pay medical expenses with pre-tax dollars through your HSA even when your current HSA balance is not sufficient to cover those expenses. In the event of a return or refund, the money goes back to the HSA and is then used to pay down the Advance. The payment to the Advance will be equal to the return or refund received. Once you activate the Advance feature, if you use your HSA debit card for a medical expense and don’t have sufficient funds in your HSA, WebBank will arrange to make a loan to your HSA to cover that expense up to your approved Advance Limit (discussed below).

After activation, Advances are available to you on the first day of your health plan year and remain available through the entire year. You can receive multiple Advances per year, up to your Advance Limit. Your Account will be available for Advances the next year unless your benefits arrangement changes.

We will combine each draw that you take in any one payroll period into a single aggregate Advance that must be repaid in accordance with this Agreement. For this purpose, a payroll period is the period starting on one pay day and ending on the day before the next pay day. However, if you have a pay day every week, then the payroll period is the period starting on one pay day and ending on the day before the second subsequent pay day.

You may only obtain Advances by using your HSA debit card. Only purchases for [qualified medical expenses] are permitted. You may not set up recurring payments with Advances.

Advances are the only transactions allowed on this Account. You may not obtain Advances outside the United States or in any currency other than U.S. dollars.

You are not permitted to allow any other person to obtain an Advance. However, if you do, that Advance will be subject to all of the terms of this Agreement.

Refusal of the Card

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

Repaying Advances

Repayment through HSA Contributions: Each Advance is a loan to your HSA. The HSA repays the Advance and associated fees through contributions you make to your HSA through payroll deductions.

After each payroll period where you took an Advance, you authorize an HSA payroll deduction contribution for each payroll period over the next 12 months as necessary to pay the Advance and any required fees. The monthly deductions that you authorize are in the amounts necessary to repay the Advance in equal payments over each payroll period in the next 12 months, and in addition the amount necessary to pay the fees provided in this Agreement. Each pay period you must contribute toward repayment at least \$10 or, if greater, \$3 for each Advance with a balance during that pay period, which may result in paying an Advance sooner than in 12 months. You agree to not reduce these revised HSA payroll deduction contributions until each Advance is fully repaid.

Each payment is applied to the Advance on the date of the paycheck from which the contribution is made and reduces the balance of that Advance on that same day.

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

On Termination of Employment: If you have any outstanding Advance balance and you have given or received notice of termination of your employment, you will notify us within 24 hours of such notice by emailing us at WeCare@lanehealth.com or calling us at (833) 302-5263. When you terminate employment, in order to permit the convenient repayment of all outstanding Advances, you grant us and your employer's payroll administrator the right to withhold the full outstanding balance of all Advances from your final paycheck, including any amounts pertaining to severance, unpaid vacation, or other monies you are due at the end of your employment, as permitted by the applicable state laws and regulations. If your outstanding Advances are not repaid in full from your final paycheck, you must continue to make payments until each Advance

is paid in full on the same schedule as your payroll periods immediately prior to the termination of employment. You may also opt to repay your advance upon termination of employment through another method, such as a personal banking account via ACH or check so long as you provide us the alternative method of repayment prior to the processing date for your final paycheck.

During a Leave of Absence: If you plan to take a leave of absence from your job (and no longer have a paycheck from which to deduct HSA contributions) while you have an outstanding Advance balance, please notify Lane Health before you leave begins by emailing us at WeCare@lanehealth.com or calling us at (833) 302-5263. You may opt to either pay off your Advance balance from your last paycheck preceding your leave (through increased HSA contributions) or provide bank account information in order to continue paying the Periodic Finance Fees when due, which will continue to be assessed every 75 days until all outstanding Advance balance are paid off. You do not have to make principal payments while on leave. When you return to active employment, your principal and Periodic Finance Fee payments through HSA contributions will resume as previously scheduled.

Your Advance Limit

Your Advance Limit is set based on criteria including tenure of employment, compensation, and max annual contribution amount for the current year. Your personal Advance Limit is specified in your Welcome Letter. You may request a higher Advance Limit by contacting Lane Health member services at WeCare@lanehealth.com or (833)302-LANE and we will assist you in the evaluation process. You may not request transactions that exceed the Advance Limit.

In addition, federal law limits the amount of contributions you may make to your HSA during any year. We will not permit you to take an Advance if that Advance would result in contributions in excess of the limit. However, if you make additional contributions to your HSA, then you may reach the annual limit before repaying your Advances. If that happens, you must notify us and you must make payments directly to us in the same amount as the payroll deductions. In this case, your payments must be made in post-tax dollars.

Fees

Origination and Periodic Finance Fees:

Your HSA pays 5% of the aggregate Advance amount (all Advances made during a payroll period) through your contribution in your first paycheck (or second paycheck for weekly payrolls) following the payroll period in which the Advance occurred. This is the “Origination Fee.”

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

Average Daily Balance over prior 75 days	Periodic Finance Fee
\$1 to \$100	\$2
\$101 to \$250	\$5
\$251 to \$500	\$10
\$501 to \$1,000	\$20
\$1,001 to \$2,500	\$40
\$2,501 to \$5,000	\$75
Greater than \$5,000	\$95

We calculate the average daily balance of each Advance by adding up the balance of that Advance on each of the 75 days and dividing the total by 75.

If an Advance is repaid before the Periodic Finance Fee is assessed, that fee will not be charged. Both fees are calculated and included in the revised HSA Contribution per pay period.

For example, if you have a \$1,000 Advance you will pay a \$50 Origination Fee pre-tax. You will also pay a pre-tax Periodic Finance Fee of \$20, \$20, \$10, and \$5 in the four quarters, equaling \$105 in total fees.

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

Notification and Statements

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

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

Activating the Advance Feature and Opting Out

You must activate the Advance feature before you will be able to receive an Advance.

After you receive your debit card separately in the mail, you must activate the Advance feature by either logging onto the Lane Health portal at BeWell.lanehealth.com or calling (833) 302-5263.

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

After activation, you may decide to close your Account and opt-out or turn off the Advance feature at any time by calling us at (833) 302-5263 or logging into your member portal at BeWell.lanehealth.com. If you do so, you will no longer receive new Advances, but you will still be required to repay your existing Advance balance and Fees as described above.

Default and Account Closure

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

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

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

Credit Reporting

You allow us to get information about you. We get it from Consumer Reporting Agencies and other sources that provide consumer financial information. You allow us to use it for:

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

We may report Account information in your name, as well as information about you to Consumer Reporting Agencies. The information we provide may appear on your credit reports. This can include information about:

- Late Payments;
- Overlimit Amounts;
- Returned Payments; and
- Other violations of this Agreement.

If you think we've given incorrect information to a Consumer Reporting Agency about you, contact us and we'll research it. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each Consumer Reporting Agency we reported to and request a correction.

Changes to Account Information

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

Communications

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

Changes to this Agreement

We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change fees that apply to your Account. It also means we can add, replace or

remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you how to reject. If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

Assignment

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

Service Providers

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

Governing Law

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

Enforcing this Agreement

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

Collection Costs

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

Unforeseen Circumstances

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

Lost or Stolen Card.

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

Headings.

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

Military Lending Act Disclosure

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

Arbitration Agreement.

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

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

- a. **Disputes Subject to Arbitration:** Subject to your right to expressly opt out of this Arbitration Agreement as set forth in subsection (b), any dispute, controversy or claim arising out of or relating in any way to relationship between you and us, the Agreement,

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

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

- b. **Opt-Out Procedure.** You may opt out of this Arbitration Agreement for all purposes by sending an arbitration opt-out notice to Lane Health Inc P.O. Box 95882, South Jordan UT 84095, Attention: Legal/Compliance Department, which must be received at the specified address within 30 days of the date of your electronic acceptance of the Agreement. The opt-out notice must clearly state that you are opting out of arbitration; identify the Agreement to which it applies by account number; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice by mail, delivery service (e.g., FedEx), or courier but you are solely responsible for its delivery to the specified address within the specified time. No other methods can be used to opt out of this Arbitration Agreement. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf. If you opt out of this Arbitration Agreement, all other parts of the Agreement will continue to apply.
- c. **Pre-Arbitration Notice of Dispute.** If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Before filing any claim in arbitration, you may notify us of a Claim or dispute you may have by sending an email to WeCare@LaneHealth.com at any time, or by calling (833) 302-LANE (5263) from Mon-Fri 8:00 AM to 8:00 PM ET.
- d. **Arbitration Procedures.** All legal and procedural issues are for the arbitrator(s) to decide, except issues relating to arbitrability, the scope or enforceability of this Arbitration Agreement, or the interpretation or enforceability of Section (f) below (Prohibition of Class and Representative Actions and Non-Individualized Relief) which issues shall be resolved by a court of competent jurisdiction to decide.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent such rules or policies conflict with this

Arbitration Agreement or any countervailing applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: BeWell.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit JAMS's web site at: BeWell.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Agreement, this Arbitration Agreement shall control, subject to countervailing applicable law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. If neither the AAA nor JAMS is available to administer the arbitration, then either you or we may petition a court for appointment of an arbitrator.

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

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

- e. **Costs of Arbitration.** If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing applicable law, if contrary to the administrator's rules. We shall pay the administrator's hearing fees for up to one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, you request that we pay them and we agree to do so, or you are able to demonstrate to the arbitrator(s) that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by countervailing applicable law.
- f. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS A PRIVATE ATTORNEY GENERAL ACTION ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED OR COULD HAVE BEEN ASSERTED IN COURT ON A PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU AND WE ALSO AGREE NOT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY

PURPORTED CLASS OR REPRESENTATIVE ACTION AGAINST US OR YOU. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION: (1) NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS OR ENTITIES ARE PARTIES TO A SINGLE TRANSACTION, AND (2) AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A) DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION (F), AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION (F) SHALL BE DETERMINED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.

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

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

Your Billing Rights: Keep this Document for Future Use

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

What To Do If You Find a Mistake on Your Statement

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

Lane Health

P.O. Box 95882

South Jordan UT 84095

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

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

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

What Will Happen After We Receive Your Letter

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

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

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

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

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

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount, we think you owe.

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

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

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

Lane Health

P.O. Box 95882

South Jordan UT 84095

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