



Account Terms & Conditions and ACH Authorization

This Account Agreement is effective as of Nov. 25, 2025

IMPORTANT – Please read carefully and retain this Account Agreement for your records.

Your Account(s) is issued and operated by Benegames, Inc. (“Benegames”). If you have any questions about this notice, please contact us at support@benegames.com.

Terms and Conditions

This Account Agreement (the “Agreement”) contains the rules that govern your Account(s) with Benegames (the “Benegames” or “we” or “us”) where appropriate.

The funds in your Account(s) with Benegames are held at Georgia Banking Company (“Bank Partner” or “Sponsor Bank” or “Bank,”) an FDIC insured depository institution. This Agreement is subject to applicable federal laws and the laws of the State of Georgia.

Definitions¹

You (or Your) refers to the Account owner and anyone else with authority to exercise control over an Account.

An **Owner** is one who has the power to manage or control an Account in their own name.

An **Active Member** is an individual who has successfully linked a Health Savings Account (HSA), a personal checking account, and at least one everyday spending card to their Account. Active Member status enables participation in Benegames’ benefits, including earning cash back rewards on eligible purchases.

An **Account** refers to an arrangement by which Benegames accepts a customer's financial assets and holds them on behalf of the customer at their discretion.

Personal Accounts are Accounts in the names of natural persons (individuals).

¹ Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Non-Personal Accounts (which must be distinguished from their counterpart, Personal Accounts) are Accounts in the name of corporations, partnerships, trusts, and other entities.

Financial Services refer to a Deposit Account, Funds Transfer service, or any other financial product or service available through Benegames.

Health Savings Account (HSA) is an individual account established exclusively for paying or reimbursing qualified medical expenses, as defined by the Internal Revenue Code. HSAs are typically offered by third-party financial institutions or HSA administrators.

HSA Administrator refers to a third-party entity, such as a bank or financial institution, that manages and holds Health Savings Accounts on behalf of Account owners.

A **Disclosure** is a document provided by Benegames that outlines all pertinent information about a product or service. A Disclosure is typically provided at Account opening or when a change in the terms of the account occurs.

Everyday Spending Card is a debit or credit card a user most often uses for their frequent or regular purchases.

Consent to Terms and Conditions and Modifications

By enrolling in services or applying for an Account with Benegames, you agree to be bound by the Terms and Conditions of the Account and any fees that may be imposed. The Terms and Conditions of your Account include this Agreement, any disclosures we give you when you open your Account, subsequent disclosures we provide when using additional products and services, periodic statements, user guides, our Privacy Policy, and any other disclosure or terms we provide to you. Continued use of your Account means you agree to these terms, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your Account balance or any linked external Accounts.

Modifications

We may amend or change any terms of this Agreement or any Account disclosures and documents provided to you. Notice of the amendment or change will be provided to you as required under applicable law.

If at any time the terms, conditions or fees associated with your Account are not acceptable to you, you may terminate this Agreement by closing your Account after paying any fees or charges owed to us. We may cancel or suspend your Account or other Account services or this Agreement at any time.

Business Days

For purposes of these disclosures, business days are Monday through Friday, unless stated otherwise. Federal holidays are not included.

Waivers and Precedents

Any waiver by Benegames must be approved by an authorized representative of Benegames or the Bank. If a waiver is approved by Benegames, we are not obligated to provide similar waivers in the future.

Identification Notice (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

This means that when you open an Account or use our services, we may ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents such as driver's license or other documents that validate your identity.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

If, for any reason, any Owner is unable to provide the information necessary to verify their identity, their Account(s) may be blocked or closed, which may result in additional fees assessed to the Account(s).

You are responsible for the accuracy and completeness of all information supplied to Benegames in connection with your Account and/or Account services and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

General Terms and Conditions

Who Can Use the Service

Only individuals 18 years of age or older who can form a legally binding contract, have an HSA, and have a valid residential address in the United States can use our Services. We may impose other restrictions as well.

Personal Accounts

An Account opened for personal use cannot be used for business purposes. If your personal Account is identified as being used as a business Account, business-related transactions will be reversed, your Account privileges will be suspended, and your Account may be closed if business-related activities continue.

Overview of Benegames Services

Benegames engages HSA owners and helps them identify new sources of contributions to their HSAs. Specifically, Benegames members apply Roundups and Cashback Rewards to increase

their HSA balances. Roundups apply to transactions on everyday spending cards and are transferred twice monthly from the member's personal checking account to the member's Benegames account. Members earn Cashback Rewards when they shop at one of our affiliated merchants.

Benegames accumulates each member's Roundups and Cashback Rewards and transfers funds at the end of each month that a member's Benegames account balance exceeds the minimum threshold. Benegames charges a fee to complete the transfer, please see the [Schedule of Fees and Charges](#) for more information.

Georgia Banking Company

We have partnered with Georgia Banking Company, an FDIC insured financial institution, to offer you certain banking- services. You authorize us to share any of your information with Georgia Banking Company for the purposes of establishing and administering your Account. It is your responsibility to make sure the data you provide to us is accurate and complete.

Benegames will provide you with any and all notifications as well as all customer support related to your Account.

If you have any questions, please contact us at support@benegames.com

Partnerships with HSA Administrators

We may partner with certain HSA administrators to provide enhanced services or features for users of those HSA platforms. If your HSA is one of our partner administrators:

- You may have access to streamlined integrations for transferring funds to your HSA.
- Additional terms or conditions imposed by the HSA administrator may apply. You are responsible for reviewing and complying with those terms.
- Partnerships do not constitute an endorsement of the HSA administrator, and we are not liable for their actions or policies.

Connected Accounts

To ensure a more valuable experience with Benegames, Benegames uses Plaid Technologies, Inc. ("Plaid") to gather your data from external financial institutions you connect via the Benegames app.

To use our Services, you must securely link a valid U.S. bank account through Plaid. By using our service, you grant Plaid the right, power, and authority to act on your behalf to:

- Access and transmit your personal and financial information from the relevant financial institution(s)
- Access your transaction data for tracking spending and calculating round-ups.

- Initiate ACH transfers to collect funds and deposit them into your Benegames account, then periodically to your HSA.

You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy at www.plaid.com/legal .

Account Balances

You can view your account balance through the app. The balance reflects funds collected from Roundups that are pending transfer to your HSA. You acknowledge that:

- The displayed balance is for informational purposes only.
- The balance does not represent an account you can withdraw from directly.
- Any discrepancies must be reported to us immediately.

Confidentiality

We will disclose information about your Benegames Account or the transactions you make to third parties:

- When it is necessary to complete transactions
- To verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau or merchant
- In accordance with your written permission
- In order to comply with court, governmental, or administrative agency summonses, subpoenas, or orders
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Account Closing

If you wish to close your account, all automated funding and transfer activity will be suspended. Any remaining balance in your account may be returned to you or, if you provide explicit instructions, transferred to your linked HSA account. We may require you to notify us of this intention in writing. If a transfer cannot be completed due to incorrect details, we will attempt to contact you. Funds will remain in the custodial account until resolved. After an Account is closed, we have no obligation to accept deposits. However, we may do so at our discretion. You agree to hold us harmless for refusing to honor any item on a closed Account. Please see the [Schedule of Fees and Charges](#) for any applicable fees.

Foreign Activity

If you have moved outside of the United States or have frequent international transactions, you may be contacted about the international activity in your Benegames Account and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your Account activity. Your Account may be closed if you no longer reside in the United States.

Inactive and Dormant Accounts

We may consider a Benegames Account to be inactive after a period of no owner-initiated activity of 180 days. After the Account has been deemed inactive, we may consider an Account to be dormant, at which time it will be closed. However, if we close your Account for inactivity, state escheatment laws may, depending on the length of the inactivity, require us to transfer your balance to a state agency. If this occurs, you may be able to file a claim with that agency to recover the funds.

If the Account becomes inactive or dormant, the Account will continue to be subject to any applicable service charges in accordance with our [Schedule of Fees and Charges](#). If an Account becomes inactive, we will notify you with specific instructions on how to restore the Account to an active status without the need to make any transactions.

Death or Incompetence

You or your appointed party, designee, or appointed individual agree to notify us promptly if any person with signatory rights on your Benegames Account dies, becomes legally incompetent, or incapacitated. We will continue to deposit into the decedent's Benegames account until (i) we know of the fact of death or of a legal determination of incompetence or incapacitation and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of the death of a person with signatory rights, we may pull any Pre-Authorized ACH on or before the date of death for up to ten (10) days after that date, unless ordered to stop payment by someone claiming an interest in the Account. We will make a final deposit of all accumulated funds to the decedent's connected HSA. We may require additional documentation to confirm any claims made on the Account.

Levies, Garnishments, and Other Legal Processes

If your Benegames Account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from your Account, including items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment, or tax levy, we are not liable to you. Payment is made after satisfying any fees, charges, or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your Account. We may charge these expenses to your Account. Until we receive the appropriate court documents, we may continue to process transactions against your Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

CONSUMER ACH AUTHORIZATION AND AGREEMENT

I acknowledge that the "Transfer Funds" feature allows me or Benegames to electronically transfer funds via the Automated Clearing House ("ACH") between my eligible ("Benegames") account(s) and my external account(s) at other financial institutions ("External Account(s)") once I have successfully registered my External Account(s). This includes:

- Recurring ACH transfers from your personal checking account to your Benegames account to collect the Roundups on purchases that you make on your everyday spending cards. We execute transfers twice monthly. We transfer funds each time only if you have accumulated at least \$10 in Roundups and appear to have a balance of at least \$100 in your personal checking account.
- Periodic transfers from your Benegames account to your HSA. We execute these transfers each month that you've accumulated more than \$50 in your Benegames account.

Subject to the terms of the Transfer Funds feature and these terms with Benegames, I hereby authorize Benegames to initiate recurring electronic credit/debit entries to and from my eligible Benegames account(s) and each registered External Account for the purpose of facilitating scheduled transfers associated with my use of Benegames's services.). I authorize Benegames to initiate recurring electronic debit and/or credit entries to and from my linked external bank account(s) for the purpose of facilitating scheduled transfers associated with my use of Benegames's services. These transfers (a "Preauthorized Transfer") may vary in amount and will occur on a recurring basis, in accordance with the frequency and terms disclosed to me at the time of account setup or as otherwise communicated in writing. I understand that these transfers are initiated solely by Benegames and cannot be scheduled or requested on demand by me. If any transfer date falls on a weekend or bank holiday, I understand and agree that the transfer may be executed on the next business day, or as soon as reasonably possible at the discretion of Benegames.

I hereby represent and warrant that I have all necessary right, power, and authority to debit and credit my Benegames account and any External Account(s) registered and that all information or instructions that I provide to Benegames in relation to any ACH transfer is complete and accurate. I agree that ACH transactions I authorize comply with all applicable law.

Should an incorrect amount be withdrawn from or deposited into my External Account(s) or my Benegames account(s), I authorize Benegames to correct the error by debiting/crediting my External Account(s) or my Benegames account(s).

This authorization is to remain in full force and effect until Benegames has received written notification from me of its termination in such time and manner as to afford Benegames a reasonable opportunity to act on it. For Preauthorized Transfers, I understand that it is my responsibility to contact Benegames to stop or cancel a Preauthorized Transfer at least three (3) business days prior to the following scheduled payment. In either case, I will send my notice to: support@benegames.com.

I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). I request the financial institution that holds my External Account(s) to honor all transfers initiated in accordance with this authorization form.

I acknowledge that I have the right and ability to print these terms containing this ACH Authorization and retain a hard copy or save as an electronic copy.

Your Account

Before your funds are transferred to your HSA, they are temporarily held in an account at our partner financial institution. You acknowledge and agree that:

- You do not have direct access to funds in the account.
- Funds are solely intended for transfer to your designated HSA.
- Any delays in transfer (e.g., ACH timing) will not result in liability to us, provided we act in good faith.

Deposits to Accounts

All items deposited will be handled by us as an agent for you. We do not accept cash or checks. We do not accept deposits in foreign funds. We reserve the right to reject a deposit if it is made payable to Benegames or Bank Partner and contains no other information that might assist us in identifying the Account to which it should be deposited. We reserve the right to refuse any other type of deposit if we believe it is fraudulent, will not be paid, it is not made payable to you only, or is otherwise suspicious in nature. We will not be held liable if such action causes outstanding items to be dishonored and returned or payment orders to be rejected. Refused deposits will be returned to you.

Automated Clearing House Deposit

In order to transfer funds from an Account that you own or have control of at another financial institution to your Account at Benegames using the Automated Clearing House (ACH) Funds Transfer service, we use Plaid to gather your data from the external financial institution(s) you connect via the Benegames app. By using our service, you grant Benegames and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution(s). You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid's Privacy Policy at www.plaid.com/legal ACH transactions will not be processed and accessible until the service is activated by us. Funds from these types of deposits will not be available until after the funds have settled.

Benegames may verify any external Account you designate for transfers. By initiating this process, you authorize Benegames to confirm ownership and validity of the external Account through a trial deposit method. We will make one micro deposit to your external account. You will then be required to verify the amounts of these trial deposits through the Benegames App. Once the amounts are correctly confirmed, the external Account will be approved for use.

By completing this verification process, you represent and warrant that you are either the sole owner or a joint owner of the Internal Account and the External Account and that you possess all necessary legal right, authority, and power to initiate and authorize transfers of funds between the two Accounts.

Cash Deposits

We do not accept cash deposits. Please do not send cash deposits through the mail. In the event that a cash deposit is received for your Account, you agree that Benegames' determination of the amount of the deposit will be final. In the event that we receive a cash deposit for your Benegames account, we'll make every effort to return the funds to you. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

Roundups

By enrolling in Roundups, you authorize Benegames to calculate the difference between the total amount of eligible transactions made using your linked everyday spending card to the nearest dollar. If your purchase amount is already a whole dollar, we will still round up by adding a \$1.00. For example, if you spend exactly \$5.00 on a purchase, your roundup transfer will be \$1.00.

You may choose to add an additional \$1.00, \$2.00, or \$3.00 to your roundup amount. For example, if you spend \$3.15 and select the \$1.00 extra option, your purchase will still cost \$3.15, but your roundup transfer will be \$1.85 (85¢ to reach the next dollar, plus the additional \$1.00). The \$1.85 will be moved to your account.

On the 5th and 20th day of every month (or the next business day), your Roundups will be transferred to your Benegames account if your collected funds total ten (10) dollars or more. If your round-ups do not exceed this amount, it will rollover until the ten (10) dollar minimum is achieved and will then be transferred to your Benegames Account on the next eligible transfer date.

You may enable or disable this feature at any time through your Benegames Account Settings. Please see the [Rewards Terms and Conditions](#) for more information. Benegames reserves the right to modify or discontinue the round-up feature at its discretion with prior notice. It is your responsibility to ensure sufficient funds are available in your linked personal checking account for the round up-transfers.

Transfers to HSA

You must have an HSA before opening a Benegames account. When you open your Benegames account, you will be prompted to link your HSA, which may be completed at account opening. On the 25th day of each month (or the next business day), if your collected funds total fifty (50) dollars or more, you will be charged a transfer fee in accordance with the [Schedule of Fee and Charges](#) and the remaining balance will automatically be transferred to your designated HSA. If your Benegames Account balance does not meet the fifty (50) dollar minimum, it will rollover until the minimum is achieved and then we will transfer it to your HSA on the next eligible transfer date. Transfers may take up to five business days to process, depending on your HSA administrator and financial institution. It is your responsibility to ensure the accuracy of your HSA account details to avoid delays or failed transfers. If a transfer is unsuccessful, we will

attempt to notify you and work with you to resolve the issue. Unresolved funds will remain in the custodial account until corrected.

Rewards

These Rewards Terms & Conditions (“Terms”) govern the Cashback Rewards Program (“Cashback Program”) for Benegames, Inc. (“Benegames”). By participating in the Cashback Program, you agree to these Terms. Benegames reserves the right to cancel at any time, postpone, and resume any reward programs.

Cashback Rewards

Benegames partners with Loyalize to offer cashback rewards for qualifying purchases at retailers and platforms, both online and in-person. By participating in the Cashback Program, you agree to Loyalize [Terms and Conditions](#) and [Privacy Policy](#). Please visit the MaxHSA Shop Page for a complete list of vendors and current cashback incentives. You must log in to your MaxHSA account to access the Shop Page.

Cashback rewards are earned only on eligible purchases made with participating merchants. Purchases must comply with the terms set by Loyalize and the respective merchant.

Eligibility

You must be at least 18 years old and be a resident of the United States. You must be an active Account Owner in good standing to participate in the Cashback Program. Benegames has the right to determine if an account is in good standing and is eligible for the Cashback Program. Accounts that are suspended or flagged for insufficient balances or improper use will not be considered eligible to participate in this Program.

Cashback Rewards Terms

The cashback percentage varies by merchant and is displayed at the time of the transaction. In order to qualify for cashback, transactions must be completed in the following ways:

- Online through the MaxHSA Shop Page. You must log in to your MaxHSA account to access the Shop Page.

Eligible purchases do not include fees, transfers, or withdrawals. Benegames reserves the right to modify the definition of eligible purchases. Earning cashback is automatic and will be deposited into your Benegames Account once eligible transactions are processed. Certain purchases, including but not limited to gift cards, returns, or cancellations, may be ineligible for cashback rewards.

Cashback rewards will be credited to your account within 90 days after the qualifying purchase is processed. The timeframe may vary due to merchant processing, return periods, or verification delays by Loyalize. If a transaction is reversed or refunded, the corresponding cashback amount may be adjusted or removed.

Once the Cashback Rewards are in your MaxHSA Account, they will transfer to your linked HSA in accordance with the [Account Terms & Conditions](#).

Cashback is non-transferable and cannot be withdrawn or exchanged for cash. The Program is subject to change, including eligible merchants, reward rates, and processing times.

Account Closure

If your account is closed for any reason—whether by you or by Benegames—you will immediately forfeit any and all rewards or other benefits earned or accumulated under the Programs. Upon account closure, you will no longer be able to access, redeem, transfer, or otherwise use any rewards associated with the Programs, and such rewards will have no cash value. The Programs will not reinstate forfeited rewards under any circumstances, and rewards cannot be recovered after the account has been closed.

Other Program Information

These Programs are not valid with any other offers and are non-transferable. The Programs are available to U.S. residents only and is void where prohibited. Benegames reserves the right to terminate or modify these Terms at any time at its sole discretion.

Any attempt by an individual to deliberately undermine the operation of the Programs may be found in violation of criminal and/or civil laws. Benegames has all rights to seek damages against individuals as permitted by law.

Except where prohibited by law, as a condition of participating in these Programs, the participant agrees that any and all disputes connected with these Programs shall be resolved individually, without resort to any form of class action.

Under no circumstances will the participant be able to claim punitive damages, or any other damages, including legal fees. All issues and questions concerning the validity, interpretation and enforceability of these Programs, or the rights and obligations of either Benegames or its Account Owners, will be governed by the laws of the State of Georgia.

If you would like a copy of these Terms, please send a self-addressed stamped envelope to: 507 Ocean Blvd., Suite 201, St. Simons Island, GA 31522. Requests received after the end of this program will not be honored.

Benegames account services are provided by Georgia Banking Company, Member FDIC.

Funds Availability Policy

Information contained in this section is to assist you in understanding our Funds Availability Policy. Benegames does not accept in-person or mailed deposits.

Deposits into your account occur exclusively through Automated Clearing House (ACH) transfers generated by Roundups and Cashback Rewards earned through our platform. These funds are not directly accessible to you and are subject to processing timelines and program-specific rules before being applied toward their designated use.

It is our policy to review each deposit and determine how the funds are being deposited. We make the funds available to transfer to your HSA according to the deposit type and when the funds are applied to your Account. Some deposit types may not be available immediately. When we delay the availability of funds or place a hold on a deposit made to your Account, we will not use them to transfer to your HSA, during the hold period.

We reserve the right to refuse any deposit. If final payment is not received on any item you deposited to your Account, or if any ACH deposit or Electronic Fund Transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return, plus any fee, if applicable. Please see the [Schedule of Fees and Charges](#) for any applicable fees.

Availability

The length of delay in the availability of funds varies depending on the type of deposit. Special rules may apply to new Accounts.

Business Days

The length of delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. Deposits received after 5:00 PM (ET) will be considered to be received on the next business day.

Same-Day Availability

Funds from preauthorized electronic payments will be available on the day the deposit is applied to your Account.

Funds from electronic payments or transfers initiated by the customer will be applied to the Account when Benegames has verified the external Account and received payment in collected funds. Once the funds are applied to your Account, they will have same-day availability.

Roundup Deposits

When you make eligible transactions with a linked payment method and the rounded-up amount is accumulated in accordance with the Roundups Section, an ACH transfer is initiated. These transfers typically take **1–3 business days** to process, depending on the financial institutions involved.

Rewards Deposits

Any rewards earned through our Rewards Program are credited to your account according to the Rewards Terms and Conditions. ACH transfers for rewards are processed on a scheduled basis, and availability depends on the reward payout cycle.

Special Rules for New Accounts

Special rules apply during the first thirty (30) days of any new Account you open with Benegames:

- Funds from ACH will be available on the same business day after the deposit is applied to your Account.

Electronic Funds Transfer Disclosures

We offer Account services that may be considered Electronic Funds Transfers (“EFTs”), which include, but are not limited to the following:

- ACH Transactions²
- Transfers initiated through the Benegames app

This EFT disclosure, as required by Federal Regulation E - Electronic Fund Transfer Act provides information that describes your rights and responsibilities regarding these services. Electronic Funds Transfers are services that we can provide, assuming that you specifically request and arrange them and qualify for the service.

Preauthorized Electronic Funds Transfers

Certain recurring payments are automatically deposited (credited) to your Account through use of our Roundup and Cashback Rewards programs. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can verify the availability of your deposit by viewing the transaction details on your Benegames mobile app or contacting us.

Certain recurring withdrawals are automatically paid (debited) from your Account to your linked HSA. Please see the Transfer to HSA section for more details.

These preauthorized transfers are governed by federal regulations pertaining to EFT services that entitle you to certain protections. Requests for these services must be authorized by you, in writing, to the Originator of the transaction prior to becoming effective.

² ACH Transactions may include, but are not limited to pre-authorized withdrawals, and online transfers.

Right to Stop Payment of Preauthorized Electronic Funds Transfers

If you want to permanently revoke an EFT (either debit or credit) you authorized from a third party, you will need to first send written instructions to the originating third party to cancel your ACH transfer.

If you have authorized regular payments out of your Account, you can stop any of these payments by notifying Customer Service by telephone or email. If you notify us by telephone, you may be required to confirm the information provided by writing to us at support@benegames.com.

Your request must include your Account number, the name of the payee, the amount of the item to be stopped, and the date payment was scheduled to be made. This request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If your request is by telephone or email, we may also require you to put your request in writing and ensure that it is received by us within fourteen (14) days after your call or email.

You are subject to the general rules of [Stop Payments](#) in this Agreement.

Stop Payments

If you request that we stop payment on any preauthorized transfer according to the requirements above and we fail to do so, we will be liable for your proven loss or damages, unless:

- You failed to give us enough information, proper instructions, or sufficient time to act on the stop payment or
- We do not receive written confirmation of your telephone or email request to stop payment within fourteen (14) calendar days, and the preauthorized transfer occurs after the fourteen (14) calendar days.

In any case, we will only be liable for actual proven damages if the failure to stop payment on your transaction resulted from an error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer despite your valid and timely stop order request, we may recredit your Account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee.

Additionally, if you want to permanently revoke a recurring preauthorized EFT, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer. We may ask you to provide us with a copy of your letter to the originating third party and sign an Affidavit revoking authorization.

Our Liability for Failure to Complete an Electronic Fund Transfer

If we fail to complete an EFT transaction on time or in the correct amount when properly instructed by you, we will be liable for damages caused by our failure unless:

- There aren't sufficient funds in your Account to complete the transaction through no fault of ours.
- The funds in your Account aren't available at the time the EFT posts to your Account.
- The funds in your Account are subject to legal process.
- We have a reason to believe that the transaction requested is unauthorized.

In any case, we will only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.

Unauthorized Transfers

Tell us immediately if you believe that an EFT has been made without your permission. Contacting us by phone or email is the best way to keep your potential losses down.

Also, if your statement shows transfers that you did not make, including those made by code or other means, tell us at once. If you do not tell us within sixty (60) days after your Account statement is made available to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances kept you from telling us, we may extend the time periods at our sole discretion.

You may be required to confirm the information provided over phone or email in writing. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

Errors or Questions and How to Contact Us

In case of errors or questions about your Electronic Fund Transfers, you agree to promptly contact Member Customer Service by telephone 1(502) 325-3610 or by email at support@benegames.com. You may be required to confirm the information in writing within ten (10) business days. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

If you believe an EFT transaction was processed in error or was unauthorized or if you need more information about a transfer listed on your statement or receipt, you must contact Benegames no later than sixty (60) days after the problem or error first appeared on your statement.

In your communication with us, please provide the following information:

- The Account name, Account number, and last four digits of the debit card number, if applicable
- A description of the suspected error or the transfer about which you are unsure, why you believe there is an error, or why you need more information
- The dollar amount of the suspected error
- The date of the suspected error

When we receive your dispute notification, we will advise you of the status of our investigation within ten (10) business days. In all cases, we will correct any error promptly.

If we need more time to investigate your question or complaint, we may take up to 45 calendar days for ACH transactions.

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 send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If provisional credit was given, and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s). You will have access to those funds for five (5) business days, and then we may deduct those amounts from your Account without further notice.

Fees and Charges

You will pay any applicable fees and charges we assess for electronic services that you select. Applicable fees will be deducted from your Account and listed on your Account statement. These charges and fees are assessed in accordance with our [Schedule of Fees and Charges](#).

Passwords and Passcodes

Password and Passcode

You will be prompted to establish a password, otherwise known as login credentials, during your Benegames enrollment. Depending on your mobile application settings, you may be required to enter your full password for subsequent logins to the Benegames mobile application to view your Account(s), and other Benegames services. Your Benegames password may be changed at any time after you've signed into your mobile app session by following the steps for resetting your Password, which is available in Settings.

Your login credentials are identification methods that are personal and confidential. It is a security method by which we help you maintain the security of your Account. Your login credentials are another security method that maintains the security of your Account and the transactions you process through the mobile app.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your login credentials and/or other access devices. Furthermore, you agree that you will not:

- Reveal your login credentials or any other access device information to anyone
- Write your login credentials for your mobile app down
- Leave your mobile or other device unattended after you have logged on

Funds Transfer Service

“Funds Transfer” is an electronic transfer service provided by Benegames and powered by Benegames’ Bank Partner that enables you to securely transfer funds from an Account at another financial institution to your Account with us, and/or from your Account with us to an Account at another financial institution. Prior to use, you are required to register your external bank Account for verification and security purposes. Once your Funds Transfer service is active, please refer to the [Funds Availability Policy](#) to see when your Funds will be available for your use in your Account. In all cases, funds may be held until we receive verification that the transaction has settled.

By using the Funds Transfer Service, you agree that the Bank will transfer funds through ACH services and that the transaction is subject to completion upon our final review and verification. You agree that such requests constitute authorization for such transfers. This authorization is to remain in full force until the Bank has received written notification from you of its termination, you have electronically deleted a registered bank Account or credit card from the Funds Transfer Service, or you have electronically canceled an Account and/or transfers from the Funds Transfer Service in a time and manner that would allow the Bank Partner and the other financial institution a reasonable opportunity to act on it.

Please see the [Schedule of Fees and Charges](#) for any applicable fees. This service may not be available for all customers and/or Account types.

By using the Funds Transfer Service, you are certifying that the registered external Accounts that you transfer funds to and from under the same ownership as the Account with us. If the Accounts are not titled the same or ownership among the transferring Accounts changes, you will indemnify us for any losses incurred as a result of any transaction you initiate between these Accounts that is later returned or is reported unauthorized. If you initiate a transfer that is found to be unverifiable or is unable to be completed for other reasons, you agree to hold us harmless for any loss resulting from the incomplete transfer. If a transfer is made from a third party’s Account or registered as an external deposit Account before we detect it, we may without notice to you place those funds on hold and debit your Account and return the funds to the third party’s Account in the form of a bank check or EFT once we have confirmed the funds cleared the external Account.

If you use the Funds Transfer Service to transfer funds to or from an Account that has multiple owners, you agree that each owner authorizes the others to (a) register any external bank Account, as permitted by the Funds Transfer service, (b) initiate the transfer of funds between your Accounts with us, as permitted by the Funds Transfer service, and (c) initiate the transfer of funds between your Account(s) with us and any registered external bank Account. This authority will cease only after we have received and have been given a reasonable amount of time to act on the appropriate documentation needed to change or remove the owner from the Account. Each external bank Account Owner agrees to be jointly and severally liable to Benegames for any losses incurred as a result of the improper use of this service up to and including the transfer amount, any applicable fees, and any legal expenses. Your Funds Transfer

request will only be completed if you have sufficient funds in the Account from which you wish to transfer funds and the Accounts are linked for transfer capabilities. Funds Transfer transactions are subject to dollar amount limitations, which are determined by us and may be set according to your Account type and/or the type of Funds Transfer Service you are using. These limitations are set for security reasons and are not disclosed for that reason.

Benegames reserves the right to limit the number of external Accounts that can be linked to your Account for purposes of transferring funds; to limit functionality of the Funds Transfer Service by imposing limits, holds, or other measures; and to close your Account if unlawful activity is found or suspected.

Truth in Savings

There is no minimum opening deposit requirement to open a Benegames Account. There are no maintenance fees on Benegames Accounts. There is no minimum balance required.

Fees

Fees are charged in accordance with our fees outlined below. If we assess a fee for any other service or make a change to our [Schedule of Fees and Charges](#), we will let you know in advance.

To the extent you access our Services through a mobile device, your wireless service carrier's charges, data rates, and other fees may apply.

Schedule of Fees and Charges

Activity	Description of Fee
Dormant Account	No Charge
Funds Transfer from an external account	No Charge
Funds Transfer to Linked HSA	\$5 per transfer
Overdraft Fee	No Charge
Returned Item Fee	No Charge

Stop Payment Fee	No Charge
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Rights to Setoff

If you owe us any amount, you give us a security interest in your Benegames Account. You also give us the right, to the extent not prohibited by law, to set off against your funds to pay the amount owed to us. You agree that the security interest you have given us is consensual and is in addition to our right to setoff. If we exercise our right to set off, we will notify you to the extent required by law.

Taxes

You are responsible for reporting any required Account information to tax authorities and paying any taxes related to your Account.

Severability

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

Invalidated Provisions

If an arbitrator or court finds any provision of this Agreement to be invalid, you and Benegames agree that the arbitrator or court should give valid effect to the intention of that provision, and that the remainder of the Terms remain in full force and effect.

Arbitration

If an arbitrator or court finds any provision of this Agreement to be invalid, you and we agree that the arbitrator or court should give valid effect to the intention of that provision, and that the remainder of this Agreement remains in full force and effect.

Please read these terms carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exceptions) that you submit claims you have against us binding and final arbitration. Furthermore, the following will apply:

- **You will be permitted to pursue claims against us only on an individual basis, not as a plaintiff or class member in any class or representative actions or proceeding**
- **You will be permitted to seek relief (including monetary, injunctive, and declaratory relief) only on an individual basis**
- **You may not be able to have any claims you have against us resolved by a jury or in a court of law.**

Dispute Resolution

Governing Law

This Agreement will be governed according to the laws of the State of Georgia, and all activities performed in connection with our services will be deemed to have been performed in the State of Georgia. Any controversy, dispute, or claim arising out of or relating to our services or this Agreement will be governed by and construed in accordance with the laws of the State of Georgia, except the provisions concerning conflicts of law.

Disputes

If a dispute arises between you and Benegames, our goal is to learn about and address your concerns, so please send a message to support@benegames.com. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly.

Arbitration

This section affects your rights. Please read carefully before agreeing to these Terms.

To resolve disputes in the most expedient and cost-effective manner, you and Benegames agree that any dispute arising in connection with our services will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief on an individual basis that a court can award.

Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of our services, whether based in equity, contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of our services. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of these Terms.

You understand and agree that, by entering into these Terms, you and Benegames are each waiving the right to a trial by jury or to participate in a class action in court or in arbitration.

We both agree that nothing in this Agreement will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, or (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available.

Any arbitration between you and us will be governed by the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Your arbitration filing fees will be governed by the AAA Rules. If it is determined by the arbitrator that you cannot afford such fees, we will pay all arbitration fees and expenses. If there is any inconsistency between any term of the AAA Rules and this Agreement, this Agreement will control.

Any arbitration hearings will take place at a location to be agreed upon in the State of Georgia. You or Benegames may choose whether the arbitration will be conducted:

- Solely on the basis of documents submitted to the arbitrator (ii)
- Through a nonappearance based telephonic hearing; or (iii)
- By an in-person hearing as established by the AAA Rules.

All aspects of the arbitration proceeding and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of both you and us.

You and Benegames agree that each may bring claims against the other only in your or Benegames' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

You agree that the enforceability of these arbitration provisions will be determined by the arbitrator as provided in the AAA Rules. You agree that the arbitration provisions of this Agreement in effect at the time of demand or action, and not the time of your or our alleged injury, will be the provisions that will be applied by the arbitrator or a court.

Except as otherwise agreed by the parties above, you agree that any claim that you have against us must be resolved by a court located in the State of Georgia. You agree to submit to the personal jurisdiction of the courts located in Fulton County, for the purpose of litigating any claim.

Contact Information

Benegames wants to hear your comments, concerns, suggestions, or questions. Email us at support@benegames.com.