



## Welcome to Clarity Benefit Solutions for Wage Parity!

The **Clarity Benefit Card** is the best way to access the pre-tax dollars in your Clarity Wage Parity plans. It is connected to the plan/s chosen by your employer. It can be used at any <u>qualified service provider</u> that accepts MasterCard.

### HOW TO USE YOUR CLARITY WAGE PARITY BENEFIT CARD

- Read the front and back of this form carefully, record your Card number on this form and retain it in a safe place for your records.
- 2. Sign the back of your card before using it.
- Register to Activate your card and Get your PIN.
   Go to claritybenefitsolutions.com/wage-parity or scan the QR code below to register and access information on how to get your card PIN.



Make sure you have a valid email address and phone number (same one you provided to your employer).

- 4. You may be prompted to enter a PIN. If you do not have it, ask the merchant to process the transaction so that you may sign the receipt instead. If you wish to obtain your PIN, register on Clarity's portal or mobile app or, dial Clarity's toll-free number and use the automated voice response system.
- Retain all itemized receipts and documentation. If requested by your Plan Administrator, Employer, or in the case of an HSA, the IRS, you are obligated to submit your receipts to prove expenses are eligible under your Benefit Plan and applicable IRS regulations.

«DATA1»

«DATA2»

«DATA3»

«DATA4»

«DATA5»

«DATA6»

«DATA7»

Your Clarity Benefit MasterCard® is provided to you by your Employer under a Benefit Plan as allowed by the IRS under applicable Sections of the U.S. Tax Codes and/or in conjunction with an applicable plan in which you've been enrolled.

#### **CLARITY BENEFIT CARD USES**

Your new Clarity Benefit Card gives you an easy way to access and enjoy your Wage Parity pre-tax dollars. Depending on the plans offered by your employer, you can use this card for the following:

- Transit\*: pay for bus, ferry, train, subway tickets and passes, multi-person rideshare (Uber and Lyft).
- Parking\*: pay for parking at or near your place of work or at the location from which you take mass transit to get to work.
- Cell Phone Plan\*: pay your cell phone bill.
- Dependent Care: pay for eligible adult and childcare for children under the age of 13 – daycare, babysitters, au pairs, etc.
- Medical: use for hospital expenses, lab fees, prescription drugs, co-pays and deductibles, use at FSAstore.com
- Dental and Vision: pay for dental cleanings, checkups, prescription glasses, eye exams, contactlenses, etc.

#### WANT EASY ACCESS TO YOUR ACCOUNT INFORMATION?

Download the **Clarity Benefit Solutions Mobile App** from Google Play or the Apple Store.

You will need to register separately on the app and create a separate username and password for each.





# Don't forget to activate your Clarity Benefit Card!

REMEMBER to keep all your receipts in case they are requested by your Plan Administrator, Employer, or the IRS. Questions related to your Benefits Card or benefit account(s) should be directed to your Plan Administrator or Employer.

This card is issued by The [BANK NAME] Bank, Member FDIC, pursuant to license by MasterCard International Incorporated. MasterCard is a registered trademark of MasterCard International Incorporated. The [BANK NAME] Bank is not affiliated in any way with your Benefit Plan and or plan documents, and does not endorse, sponsor, or administer your Benefit Plan

This card cannot be used everywhere Debit MasterCard and NYCE cards are accepted. This card cannot be used at any ATM or to obtain cash. See your Benefit Plan documents for details.

<sup>\*</sup>Monthly limit may apply and is subject to change

#### BENEFIT CARD AGREEMENT

#### IMPORTANT - PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Avidia Bank Prepaid Mastercard®. This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the Prepaid Mastercard ("Card") has been issued to you by Avidia Bank, Hudson MA 01749 ("The Bank" or "Issuer"). The Issuer is an FDIC insured member institution, "Card" means the Prepaid Mastercard issued to you by Avidia Bank, By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. "Benefit Account" means the records we maintain to account for the value of transactions associated with the Card. "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean the Issuer, our successors, affiliates or assignees. "Plan Sponsor" means your employer or the association who is sponsoring your benefit plan or program. You acknowledge and agree that the value available in the Benefit Account(s) is limited to the funds that have been loaded into the Benefit Account(s) on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Benefit Account(s). The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise. Write down your Card number and the customer service phone number provided on the back of your card on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

Activate Your Card. You must activate your Card before it can be used. Activation instructions are provided on the card carrier to which the Card is affixed.

Personal Identification Number. You may obtain a Personal Identification Number ("PIN") for your Card. Instructions to obtain your PIN will be provided on the card carrier to which your Card is affixed. You may not use the Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means. You may not use the Card at an ATM. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Authorized Card Users. You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

Your Representations and Warranties. By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

Using Your Card/Features. The maximum amount that can be spent on your Card per day is limited to the value of available funds in the account(s) linked to the card.

You may use your Card to purchase eligible goods or services at selected merchants ("Qualified Expenditures") everywhere Debit Mastercard®. Maestro® cards, or NYCE® cards are accepted as long as you do not exceed the value available in the Benefit Account(s) associated with your Card. Qualified Expenditures are defined by your plan documents provided by your Plan Sponsor. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Benefit Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Benefit Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable for the amount of the transaction. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments using your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to seven (7) days.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Card Replacement. If you need to replace your Card for any reason, please contact your Plan Administrator at the phone number printed in your plan document or on the back of the Card to request a replacement

Transactions Made In Foreign Currencies. If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by Mastercard International Incorporated into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date.

Receipts. You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

Benefit Account Balance. You may determine your Benefit Account balance or review any transaction by calling your Plan Administrator at the number printed on the back of the Card or in your plan document. Confidentiality. We may disclose information to third parties about your Card or the transactions you make: (1) Where it is necessary for completing transactions; (2) In order to verify the existence and condition of your Card for a third party, such as merchant; (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements; (4) If you consent by giving us your written permission; (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or (6) Otherwise as necessary to fulfill our obligations under this Agreement.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction from your Card 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: (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction; (2) If a merchant refuses to accept your Card; (3) If an ATM where you are making a cash withdrawal does not have enough cash; (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) If access to your Card has been blocked after you reported your Card lost or stolen; (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers. Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money using your Card without your permission, call your Plan Administrator at the phone number found in your Plan documents. Under Mastercard Rules, your liability for unauthorized Mastercard transactions using your Card is \$0.00 if you notify us within two (2) business days upon becoming aware of the loss or theft, and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. In the event the Mastercard Zero Liability Rules do not apply, if you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Information About Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after the date of the transaction, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If your Card has been lost or stolen, we will close it to keep losses down.

Other Miscellaneous Terms. Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the Commonwealth of Massachusetts except to the extent governed by federal law.

Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Information about Your Right to Dispute Errors. In case of errors or questions about your electronic transactions or of you need more information about a transaction call your Plan Administrator. You must contact your Plan Administrator no later than sixty (60) days after the date of the transaction in question. You will need to tell us: Your name and Card Account number, why you believe there is an error, and the dollar amount involved, approximately when the error took place. If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days; and if not provided, the Card may not be credited. A determination will be made whether an error occurred within sixty (60) calendar days after you notify your Plan Administrator and any error will be corrected promptly. If more time is needed, however, your Plan Administrator may take up to ninety (90) days to investigate your complaint or question. If your Plan Administrator decides to do this, you will be notified verbally or in writing. If we decide to do this, we will credit your Card within ten (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 to complete the investigation. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed in your Plan document.

English Language Controls. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service. For customer service or additional information regarding your Card, please contact your Plan Administrator at the phone number or address listed in your Plan document

No Warranty Regarding Goods or Services as Applicable. We are not responsible for the quality, safety, legality, or any other aspect of any goods or serving.

This Cardholder Agreement is effective 9/21/2015.