

SEE PAGES 6 AND 7 FOR IMPORTANT DISCLOSURES REGARDING THE IMPORTANCE OF CONSULTING AN ATTORNEY OR TAX PROFESSIONAL REGARDING YOUR SPECIFIC LEGAL OR TAX SITUATION AND REGARDING YOUR INVESTING IN FULTON BANK HSA FUND ADVANTAGE ACCOUNTS

TERMS OF USE

ONLINE SERVICES AGREEMENT AND DISCLOSURE STATEMENT

In this Agreement, the words “you” and “your” refer (a) to individuals who have Health Savings Accounts with us, including individuals who have an HSA Debit Card Account with us and individuals who have an HSA Fund Advantage Account with us, and (b) to employers whose employees have established Health Savings Accounts with us as part of a company Health Savings Account Plan, including employees who have an HSA Debit Card Account with us and employees who have an HSA Fund Advantage Account with us. “We”, “our” or “us” refer to Fulton Bank, an affiliate of Fulton Financial Corporation. The terms of this Agreement apply to your access and use of the Health Savings Account Online Services (the “Services”) we make available to you. By registering for, accessing or using the Services in any manner, you accept and agree to be bound by the terms of this Agreement.

1. THE SERVICES.

The Services are only available to you if you have registered for them. If you are an individual, you can access and use the Services to view your current account balance, to view your year-to-date contributions, to view a history of the transactions on your account (within a specified date range), to request to have your HSA Fund Advantage Account statements sent to you by email, and to request to have your HSA Fund Advantage Account statements sent to you by regular mail (U.S. Postal Service). If you are an employer, you can access and use the Services to view your list of employees, to manage your current employee list by removing or adding employees, to view your contributions, and to manage your contributions by making corrections, additions, or changes to employee contribution amounts. Both individuals and employers can access and use the Services to obtain information regarding HSA Debit Card Accounts, including the rates that are currently paid on balances in such Accounts, and to obtain information regarding HSA Fund Advantage Accounts, including a list that includes each fund that has been selected for such Accounts by Fulton Financial Advisors, N.A., one of our affiliates, and links to the prospectus and fact sheet for each such fund.

2. ACCESSING AND USING THE SERVICES

A. Hardware, Software and Web Connection. You understand and agree that you may access and use the Services by electronic transmission to the host server (the “Server”) on the world wide web (the “Web”) portion of the Internet. In order to transmit data and instructions to the Server, and to access and use all of the Services, you will need the following:

1. Computer. A computer, personal computer, or similar device (“computer”) capable of establishing a connection to the Web and operating Web browsing software compatible with the Server and the Services.
2. Browser Software. A computer program enabling you to browse the Web that is compatible with the Server and the Services. The current version plus the most

recent previous version of America Online, Netscape Navigator, and Microsoft Internet Explorer are currently compatible with the Server and the Services. Although other browser software may enable you to access the Server and the Services, other browser software may not be compatible with the Server or the Services, or may not enable you to access and use all features of the Services. (America Online, Netscape Navigator, and Microsoft Internet Explorer are trademarks or registered trademarks of America Online, Inc., Netscape Communications Corporation, and Microsoft Corporation, respectively.)

3. Connection to the Web. A connection from your computer to the Web. Such connections may be available from an Internet service provider (“ISP”).
4. Valid E-Mail Address. In order to access and use the Services, we may require you to enter a current, valid e-mail address (your “Designated E-Mail Address”). E-mail services are typically available from an ISP, as well as through e-mail service providers on the Web. If we require you to enter your Designated E-Mail Address, you agree to maintain a Designated E-Mail Address for so long as you use the Services and to immediately advise us of any change to your Designated E-Mail Address. You may make changes to your Designated E-Mail Address through the “Account Summary” menus. Until we receive notification of a change in your Designated E-Mail Address, we shall continue to send any notices or other communications to your Designated E-Mail Address. We may use the Designated E-Mail Address to send to you notifications you request through the use of the Services, notice of a change in terms relating to the Services, and, with your consent, other notices or disclosures we may be required to provide to you in writing. You understand that e-mail communications are neither private, nor secure and that there are risks associated with the reliance upon e-mail as a communications medium, including the possibility of unauthorized access to e-mail communications, non-delivery or filtering of e-mail communications, lost data and delays in transmitting e-mail communications, and your inability to access e-mail communications due to power outages, hardware or software malfunctions or failures of your PC, or matters affecting the Internet or your access to the Internet.
5. Printer. A printer operating with your computer.

You will be responsible for providing the computer, the browser software, the printer, and the connection to the Web; for maintaining a current, valid email address; and for paying all costs, expenses and fees related to the use of those items. The costs, expenses and fees, which you are responsible for, may include the cost of purchasing of a computer and printer and related hardware; the cost of purchasing browser or e-mail software and financial software; and access fees, telephone charges, and long distance charges incurred in connecting to the Web or e-mail services.

B. Security Procedures. We employ various security procedures to protect the security of your information and the security of our Health Savings Accounts. First, verification and authentication are required prior to registration. If you are an individual, you can register online, but you will be required to provide the account number for your Health Savings Account, the last four digits of your Social Security Number, and your Zip Code. If you are an employer, you must contact our administrative services provider, Health Savings Administrators, LLC, at 1-888-354-0697 to register, and you will be required to provide your Employer Identification Number and verify information previously provided in your Employer Packet. In addition, as part of your registration, a unique identifier will be created to help

you protect the security of your information and accounts. That identifier is a Personal Identification Number or PIN. If you are an individual, you can create your initial PIN. If you are an employer, your initial PIN will be created by Health Savings Administrators, LLC and will be sent to you by regular mail (U.S. Postal Service). You acknowledge and agree that your PIN, when used in connection with the Services, identifies and authenticates you as the user of the Services, has the same legal effect as your signature, will be relied upon by us, and shall constitute your authorization to complete the instructions or requests that you initiate through the use of the Services. You agree that your PIN is personal and confidential, that it is a security method used by us to help you maintain the security of your information and our Health Savings Accounts, and that you will take reasonable precautions to protect the confidentiality of your PIN, including not disclosing it to any other person. You agree that we may add additional authentication measures and that we may require you to change your PIN if we are required by law to do so, if we are notified to do so by our regulatory agency, or if we think it is necessary for security or other reasons.

1. PIN. Your PIN will be a string of between eight (8) and twenty (20) alphanumeric characters (containing both upper and lower case letters and at least one numeric digit). After your initial PIN has been created, you may change your PIN from time to time, however, you will not be required to change your PIN periodically. If you forget your PIN, you may be able to create a new PIN through the use of the Services. If you are an individual, you will have to register all over again using the account number for your Health Savings Account. If you are an employer, you will be required to call our administrative services provider, Health Savings Administrators, LLC, at 1-888-354-0697.

In addition, all transactions will be authorized and encrypted, using a 128-bit triple Data Encryption Standard (DES) and Secured Socket Layer (SSL) technology.

C. Privacy. We are committed to protecting your privacy. While we use third parties, including Health Savings Administrators, LLC, to manage and operate the Services, these third parties do not collect or use any of the information gathered from you in connection with your use of the Services, except for the purpose of managing and operating the Services. We do not use “cookies” to identify your computer as you use the Services nor do we use “beacons” to compile aggregate statistical information about the use of the Services. All information gathered from you in connection with your use of the Services will be governed by the provisions of the Fulton Financial Corporation Consumer Privacy Principles, which are incorporated herein by reference.

3. AUTHORIZATION TO USE THE SERVICES. After using your PIN to access the Services, you agree that by transmitting instructions or requests to use the Services, you authorize us to act in accordance with your instructions or requests. **YOU AGREE THAT IF YOU GIVE YOUR PIN TO ANY OTHER PERSON, YOU ARE AUTHORIZING THAT PERSON TO TRANSMIT INSTRUCTIONS AND REQUESTS ON YOUR BEHALF AND YOU SHALL BE RESPONSIBLE FOR ANY USE OF THE SERVICES BY THAT PERSON.**

4. NOTIFICATION OF UNAUTHORIZED USE. You agree to notify us immediately if you believe your PIN has been lost or stolen or if you believe any use of the Services was not authorized by you.

5. FEES FOR THE SERVICES. If you are an individual, you agree to pay, and you authorize us to debit your Health Savings Account for, the service charges and transaction fees, if any, we may impose from time to time for the use of one or more of the Services. The service charges and transaction fees imposed upon the use of the Services are in addition to any other service charges or fees imposed upon

your Health Savings Account, which are not related to the Services. We do not currently impose service charges or transaction fees on individuals for the use of the Services. In the event we determine to impose such charges or fees, we will provide notice to you as required by applicable law. If you are an employer, you agree to pay, and you authorize us to debit your business account for, the service charges and transaction fees, if any, we may impose from time to time for the use of one or more of the Services. The service charges and transaction fees imposed upon the use of the Services are in addition to any other service charges or fees imposed upon the Health Savings Account of your employees, which are not related to the Services. We do not currently impose service charges or transaction fees on employers for the use of the Services. In the event we determine to impose such charges or fees, we will provide notice to you as required by applicable law

6. AVAILABILITY OF THE SERVICES. You understand and agree that, although we, Health Savings Administrators, LLC, and the other third parties we use will endeavor to make the Services available to you each calendar day, the Services or the Server may be unavailable, and you will be unable to access and use the Services, from time to time due to the performance of maintenance functions, servicing, upgrading and testing the software, equipment and telecommunications devices used in connection with the operation of the Server, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume on the Server or similar reasons. We, Health Savings Administrators, LLC, and the other third parties we use will endeavor to minimize the periods of time during which the Services or the Server is unavailable. **You agree that neither we, Health Savings Administrators, LLC, nor the other third parties we use shall be responsible for any loss, damages, costs or expenses which you may suffer or incur as a result of, directly or indirectly, the unavailability of the Services or the Server, regardless of whether it could be shown that we, Health Savings Administrators, or the other third parties we use could have prevented or reduced the duration of such unavailability by taking any action within our or their reasonable control. In addition, neither we, Health Savings Administrators, LLC, nor the other third parties we use shall be responsible for any loss, damages, costs or expenses which you may suffer or incur as a result of your inability to access or use the Server or the Services caused directly or indirectly, in whole or in part, by your computer, the browser software, your financial software, or any other software installed on your computer, your inability to establish a connection to the Web, your ISP, or capacity or other limitations or constraints of the Web.** You agree that we shall not be responsible for processing any instruction or request you initiate, using the Services, which is not accepted by us at the Server. Immediately following acceptance by us at the Server of any instruction or request you initiate, we will transmit to you from the Server a confirmation. If you attempt to initiate an instruction or request and transmit it to the Server, and you do not immediately receive a confirmation response from the Server, your instruction or request may not have been accepted by us for processing. To confirm whether the instruction or request was accepted by us for processing, you should access the Services and review your account summary information or pending transactions, as appropriate. If the instruction or request you are concerned about does not appear in your account summary information or pending transactions, it may not have been accepted by us for processing. If you have questions concerning whether we have received any instruction or request you initiated using the Services, please call Health Savings Administrators, LLC at 1-888-354-0697-833-9295, or send us an e-mail message using the “Contact Us” link at the bottom of any Web page within the Services.

7. ONLINE CONTRIBUTIONS. If you are an employer, you may use the services to make contributions to the Health Savings Accounts of your employees. When you do so, you consent to receive a copy of your authorization and your contribution record by a screen print that you must make or, should we choose to do so, by an email that we send to your email address. To obtain a paper copy of the authorization and of your contribution record, you must make a screen print of the completed page or, if applicable, the email. Your consent applies only to this authorization. You have the right to withdraw your consent, but to do so you must cancel your contributions. You can cancel by calling Health Savings

Administrators, LLC, at 1-888-354-0697. However, to cancel you must notify us in such time as to afford us a reasonable opportunity to act, generally 3 to 5 business days in advance of your scheduled contributions.

8. CONTRIBUTION DELAYS. Except as otherwise provided in this Agreement, if you are an employer, then, where we are properly instructed by you, we shall be responsible to process contribution requests by 1:00 p.m. Eastern Standard Time on the business day you scheduled the contribution to be made, or, in the event you scheduled the contribution to be made on a day that is not a business day or a day that we are not open, by 1:00 p.m. Eastern Standard Time on the next succeeding business day that we are open. Unless otherwise agreed, when we process your contribution request, we will initiate an electronic transfer to your business account. It is your responsibility to provide accurate information in connection with such requests, to assure that there are adequate funds in your business account to support such requests, and to initiate contributions sufficiently in advance of any tax deadlines so that any contributions will be credited to the appropriate Health Savings Accounts prior to the tax deadline. **We shall not be responsible for any delays in the delivery, or the non-delivery, of any contribution which result from (i) your failure to provide accurate information concerning your business account, the amount of the contribution, or the Health Savings Account to which the contribution is directed or (ii) your failure to advise us of changes to the information you submitted to us concerning your business account, the amount of the contribution, or the Health Savings Account to which the contribution is directed.**

9. DISCLAIMER OF WARRANTIES. The Services are provided on an “as is” basis. To the extent permitted by law, we expressly disclaim and you hereby waive any and all warranties, either express or implied, without limitation, related to the Services and your access to and use of the Services, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third party rights.

10. INDEMNIFICATION. To the extent permitted by applicable law, you agree to indemnify and hold harmless us, Health Savings Administrators, LLC, and the other third parties that we use, from and against any and all claims, losses, liabilities, costs and expenses, including, but not limited to, attorneys’ fees, arising from your use of the Services or your violation of this Agreement.

11. AMENDMENT. You agree that we may from time to time amend all or any part of this Agreement, including, without limitation, establishing, increasing or decreasing any fees and charges for the Services, adding any additional services, or altering or deleting any existing services. We will notify you of any change to this Agreement as required by applicable law. We may notify you of a change by an email we send to your email address, or we may post a notice of a change in terms on a Web page and send an email to your email address telling you that the notice of a change in terms is available and also telling you the location of the Web page to view the notice. Your use of the Services or any additional service or services after the effective date of the change shall constitute your agreement to be bound by the terms of the change.

12. DENIAL OF ACCESS AND TERMINATION. We may at any time, with or without cause, and without prior notice to you deny you access to or use of the Services. We may terminate this Agreement and your access to and use of the Services in whole or in part at any time without prior notice to you. In the event we terminate this Agreement, any instructions or requests, and, if you are an employer, any contributions, which you have scheduled to occur on a future date will not be completed as scheduled.

13. OTHER AGREEMENTS AND DISCLOSURE. If you are an individual, your access to and use of the Services is also subject to your Custodial Agreement, the terms and conditions of the

Enrollment Form, the Additional Provisions for Health Savings Accounts, including the arbitration provisions, the Supplemental Terms, Conditions and Disclosures for HSA Debit Card Accounts, and the Supplemental Terms, Conditions and Disclosures for HSA Fund Advantage Accounts. If you are an employer, your access to and use of the Services is also subject to your Employer Setup Form and Authorization Agreement, if any.

12. GOVERNING LAW. Unless otherwise agreed, this Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law, and shall inure to the benefit of us, Health Savings Administrators, LLC, any other third parties we use, and to the benefit of each of our and their successors and assigns, whether by merger, consolidation, or otherwise.

13 SEVERABILITY. If a court of competent jurisdiction deems any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

IMPORTANT DISCLOSURES

Generally, this web site is not intended to provide tax, legal, insurance or investment advice, and nothing on this site should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security, by us, Health Savings Administrators, LLC, or any other third party we use. Unless otherwise specified, you alone are solely responsible for determining whether any investment, security, or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

If you choose an HSA Fund Advantage Account, please carefully consider each fund’s investment objectives, risks, fees, and expenses before investing. The funds’ prospectuses, which should be read carefully before you invest or send money, contain this and other important information. The “Investments - Mutual Funds” section of this web site contains links to the prospectuses and fact sheets for the funds. You may also obtain a prospectus by contacting a fund directly. Past fund performance is no guarantee of future results. The funds (i) are not bank deposits, nor insured by the FDIC, (ii) are not obligations of, endorsed by, or guaranteed by us or any other bank or savings institution, (c) are not guaranteed by the federal government or any federal governmental agency, and (d) will fluctuate in value and may be sold for more or less than the amount invested.

Please note that investing in an HSA Fund Advantage Account is not a requirement and that investing in mutual funds involves risks. You may instead choose to invest in an HSA Debit Card Account and earn interest from us. Account holders are urged to carefully weigh the advantages and disadvantages of investing HSA funds in an HSA Fund Advantage Account versus holding them in an HSA Debit Card Account. All health savings accounts, whether invested in an HSA Fund Advantage Account or an HSA Debit Card Account, are custody accounts for which we serve as the custodian.

We are not a registered investment advisor, nor are we acting in the capacity of a registered investment advisor with respect to the offering of HSA Fund Advantage Accounts. As indicated above, we have retained Fulton Financial Advisors, N.A. (“FFA”), an affiliate, to select the mutual funds available for HSA Fund Advantage Accounts. Under no circumstances are we or FFA offering any of the mutual funds available for the HSA Fund Advantage Accounts, and neither we nor FFA are making any representations or warranties with respect to any of the available funds. We and FFA disclaim any and all liability, contingent or otherwise, for the performance of the available mutual funds. Please see your financial advisor for personal investment advice.