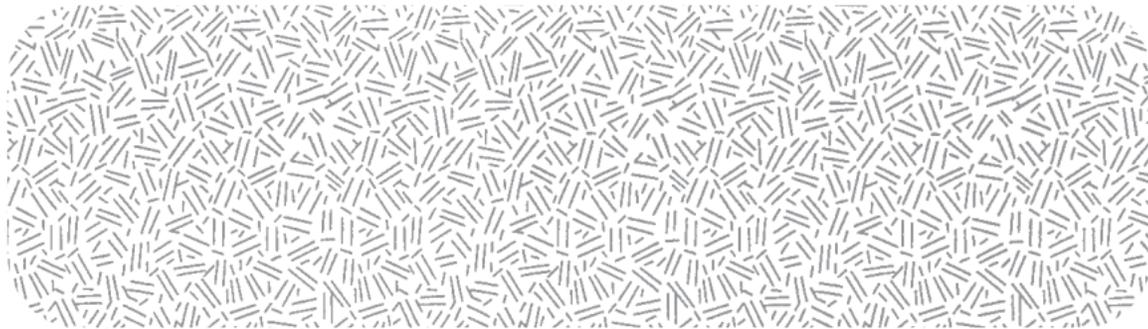




**BlueCross BlueShield
of Alabama**

c/o HealthEquity
15 West Scenic Pointe Drive, Suite 100
Draper, UT 84020

RETURN SERVICE REQUESTED



HealthEquity[®]
Building Health Savings[™]

PRESORTED
FIRST-CLASS MAIL

U.S. POSTAGE
PAID

SERVICE CENTER
31909



CONVENIENT ACCESS TO *your* account

Your Debit Card

- Pay for services at point of purchase.
- Pay providers by phone.

Remember:

- Always save your itemized bills—you may need to submit them to HealthEquity.
- Know your balance—check your balance on your HealthEquity member portal or by contacting Member Services.

Your card can be used everywhere Visa debit cards are accepted for qualified expenses, such as the pharmacy counter or doctor's office. This card will not work at ATMs, gas stations, restaurants, or other establishments not health related and you cannot get cash back. See Cardholder Agreement for complete usage restrictions. Choose the "credit" option when swiping your card or enter a PIN to use as debit. To receive a personal identification number (PIN), call the number on the back of your card.

Download HealthEquity's mobile app* at the iTunes App Store or Google Play to check and manage your account anytime, anywhere.

*Must activate account via HealthEquity website in order to utilize the HealthEquity mobile app.

Visit your member
portal to access
account information.

Nothing in this communication is intended as legal, tax, financial or medical advice. Always consult a professional when making life changing decisions. It is the members' responsibility to ensure eligibility requirements as well as the expenses are tax qualified medical expenses.

To log on to your HealthEquity member portal:

- Go to www.myhealthequity.com.
- If you have never logged on before, select that you are logging on for the first time. Please be prepared to enter your first and last name, your Social Security number, birth date, and zip code of your current residence. This information is used to identify you as the account holder.
- Type in your username and password. Your username is your account number or your registered email address.
- If you have any questions, call <phone number>. HealthEquity's Member Services team is available every hour of every day to assist you.

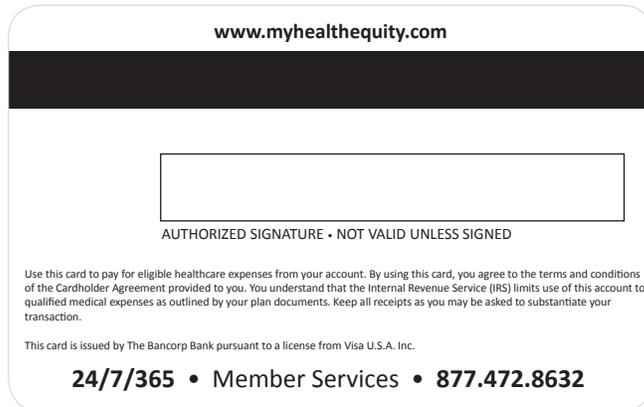
**CALL NOW TO ACTIVATE YOUR NEW HEALTHEQUITY
VISA® REIMBURSEMENT ACCOUNT CARD!**

To activate your card, please call 866.296.2852.
Remove this sticker before use.

Enlarged To Show Detail

**CALL NOW TO ACTIVATE YOUR NEW HEALTHEQUITY
VISA® REIMBURSEMENT ACCOUNT CARD!**

To activate your card, please call 866.296.2852.
Remove this sticker before use.



HELPFUL TIPS FOR USING YOUR CARD

How to use your card

- Refer to your plan design for a list of qualified medical expenses for you and your eligible dependents.
- Use your card for services within the current plan year.
- Run your card as “credit”.

For prescriptions:

Swipe your card for the amount you owe for covered prescriptions at the point-of-sale.

For medical, dental and vision expenses (based on your plan design):

You may want to consider using your card only after you receive your EOB. The EOB tells you how much you owe the provider after the insurance plan has paid its portion, if any. Paying before you receive your EOB may result in overpayment, which will require you to reimburse the overpaid amount to your account.

CARD SUBSTANTIATION:

While your HealthEquity® Visa® Reimbursement Account Card provides the convenience of not having to use out-of-pocket funds, you may still need to submit itemized bills if your merchant doesn't capture the information the IRS requires to substantiate, or validate, a purchase at the point-of-sale.

Why we need to substantiate transactions

Transactions must be substantiated to ensure that the money is truly spent on qualified medical expenses. Occasionally, some merchants do not provide all of the information required by the IRS, so HealthEquity may request documentation from you.

Submitting card documentation

When submitting documentation, ensure the following information is shown on the itemized bill or Explanation of Benefits (EOB):



- Name of provider
- Service(s) provided
- Date(s) the service took place (documentation showing only the date paid or billing cannot be accepted)
- Amount patient is responsible to pay
- Patient name

Documentation submitted without all required information will not be accepted. Documentation can be submitted through the HealthEquity mobile app (once you activate your account through the HealthEquity website), on the member portal, mailing, faxing or email.

Timing and communication of letter requesting documentation

If substantiation is needed for your transaction, you will receive notification(s) asking you to send documentation to HealthEquity. If documentation is not submitted within 60 days of receiving your first request, you'll receive an additional request for documentation. At this time, transactions that are not substantiated may be deemed ineligible and your card may be suspended.

Know your balance

The card only works when it has a positive balance, so make sure you have sufficient funds in your account to cover an expense. To check your balance, sign into the mobile app, log into the member portal or contact HealthEquity using the number on the back of your card.

This card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank; Member FDIC. Your card can be used everywhere Visa debit cards are accepted for qualified expenses, such as the pharmacy counter or doctor's office. This card will not work at ATMs, gas stations, restaurants, or other establishments not health related and you cannot get cash back. See Cardholder Agreement for complete usage restrictions.

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Draper, UT 84020 | www.HealthEquity.com

Rules for (OTC) over-the-counter Medications

If you have a prescription for an OTC medicine, you must pay out-of-pocket at the point-of-sale and manually submit a reimbursement request.

Submit a claim request through the member portal or use the reimbursement form found on the portal. You can even upload supporting documentation online.

When submitting a claim for medicinal OTC items (i.e., medicated bandages, ointment with antibiotic), a doctor's note or letter of medical necessity stating the specific medical condition to be treated is required.

- A non-specific doctor's note is not sufficient (for example, a note stating that you need to take aspirin isn't sufficient, but a note stating that you need to take aspirin for arthritis for the next four months is sufficient).
- A letter of medical necessity form is available on your member portal under Docs & Forms.

Questions?

Call the number on the back of your card. We're available every hour of every day.

Letter of medical necessity

Some expenses are ineligible, unless prescribed by a doctor. In those cases, you need a letter from your medical provider detailing the service(s), medical need, treatment, and the treatment duration (not to exceed 12 months). A letter of medical necessity form is available on your member portal under Forms.

Save all itemized bills

In the event that your transaction must be substantiated, you must provide an itemized bill.

Timeframe of substantiation

The normal turnaround time for processing the documentation you submit to substantiate a card purchase is five business days.

Overpayment checks

When a transaction is deemed ineligible or an itemized bill isn't provided, a personal check for the amount of the ineligible expense may be required to reimburse the account.

Termination

If you retire or leave your company before the end of your plan year, stop using your card immediately and consult your employer's plan documents concerning terminated employees.

FAQs

Q Will I get a new card at the start of each plan year?

A No. Your current card will be reloaded with funding for the new plan year.

Q If I paid with my card, can I also reimburse myself with a claim?

A No. You've already used your account by paying with your card and cannot be reimbursed again for the service.

Q What if my card isn't accepted to make a payment?

A Submit a manual claim and upload documentation to your member portal or through the mobile app. You can also download a reimbursement request form by logging in to the member portal.

Q What do I do if my card is lost or stolen?

A Call member services to deactivate your lost or stolen card and have a new one issued.

Q Can my spouse or dependent(s) use the card?

A Yes. You can contact HealthEquity to order cards for your spouse or dependent(s).

Q Should I send an itemized bill for claims I think will need substantiation?

A Yes. Upload itemized bills or other forms of documentation to the document library. Then, attach the document to the transaction and we will contact you if we need more information. You can also check the substantiation status of the card transaction(s) in your member portal.

Q What do I do if the card is accidentally used for ineligible expenses?

A Contact member services. You'll need to send an overpayment check to reimburse your account or submit documentation of another qualified expense to cover the ineligible amount.

Q How do I submit documentation?

A Upload and submit documentation through the portal or mobile app.

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 electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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
- (8) 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 from your Card Account without your permission, call us at 877.472.8632 or the number on the back of your Card. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. 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 and/or your statement shows 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 you become aware of the transaction and/or after the statement was made available to you, 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 and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will close your Card Account 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 State of Delaware 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 Card Account, call the number on the back of your Card or write to HealthEquity, Inc., 15 W Scenic Pointe Drive, Suite 100, Draper, UT 84020 as soon as you can, if you think an error has occurred involving your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at the number listed on the back of your Card or writing us at 15 West Scenic Pointe Drive, Suite 100, Draper, UT 84020.

You will need to tell us:

1. Provide your name and Card number (if any).
2. Why you believe there is an error, and the dollar amount involved.
3. 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 sixty (60) calendar days of the date of the transaction in error.

Once your written dispute has been received, we will determine whether an error occurred within sixty (60) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, we may not credit your Card.

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. If we determine an error has occurred we will credit the transaction in error upon completing the investigation.

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 at the beginning of this section.

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 us at:

HealthEquity, Inc.
15 W Scenic Pointe Drive, Suite 100
Draper, UT 84020
877.472.8632

Customer Service agents are available every hour of every day.

Telephone Monitoring/Recording

From time to time we may monitor and /or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

No Warranties Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with you Card.

This Cardholder Agreement is effective 02/2014

Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the HealthEquity Visa® Reimbursement Account Card

This Cardholder document constitutes the agreement (“Agreement”) outlining the terms and conditions under which the HealthEquity Visa Reimbursement Account Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card” means the HealthEquity Visa Reimbursement Account Card issued to you by The Bancorp Bank, Wilmington, Delaware. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “Card Account” means the records we maintain to account for the value of claims 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. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account 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 Card Account. The Card allows you to access funds, which have been established, for you by your employer (“Employer” and “Program Administrator”) in connection with certain employee benefit plans (“Plan(s)” and “Program(s)”), which are funded by your Employer. 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 in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card Account. What this means for you: When you open a Card Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver’s license or other identifying documents.

Activate your Card

You must activate your Card before it can be used. You may activate your Card by calling 866.960.8025. You will need to provide personal information in order to verify your identity.

Personal Identification Number

You may request to receive a Personal Identification Number (“PIN”) with your Card Account. To request a PIN, contact HealthEquity, Inc. at the number on the back of your Card. Once you receive your requested PIN, do 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.

Secondary Cardholder

You may request an additional Card for another person. The maximum number of additional Cards permitted is one (1). You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

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.

Cash Access

You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use your Card at an ATM.

Loading Your Card

You may not load additional funds to your Card, called “value loading”. Only your “Program Sponsor” may load additional funds to your Card. You will have access to your funds immediately.

Using Your Card/Features

The maximum amount that can be spent on your Card per day is \$2,500.00. The maximum value of your Card is restricted to \$10,000.00.

You may use your Card to purchase certain expenses (“Qualified Expenditures”) everywhere Visa® debit cards or NYCE® cards are accepted as defined under the terms of the Plan(s) accessed by the Card, as separately communicated by your Employer or Plan Administrator. Your Card may not be accepted at a merchant if we cannot verify that your Card is being used for Qualified Expenditures. Use of the Card for any other purpose is considered a “Non-Qualified Expenditure.” Each time you present your Card, you represent that the transaction is a Qualified Expenditure that is not reimbursable from any other source.

If you use the Card for any purpose other than a Qualified Expenditure, you may be subject to taxes, penalties, fines or surcharges according to applicable federal and state law. Your Employer, the Plan Administrator, the Internal Revenue Service (“IRS”) or any other competent jurisdiction will make the determination of Qualified Expenditures.

We have no responsibility to make such determination. If you use the Card for Non-Qualified Expenditures, you indemnify us and hold us harmless for any penalties or other consequences that may occur as a result of such use. If you use, continue to use or attempt to use the Card for Non-Qualified Expenditures, you may be assessed a penalty and/or your Card may be revoked. You agree to reimburse your Plan for Non-Qualified Expenditures. To the extent that you fail to reimburse your Plan, you authorize your Employer to collect from you personally, or withhold such Non-Qualified Expenditures, including taxes, penalties, fines or surcharges, from your payroll to the extent permitted by law. 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 to be declined.

Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

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 Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card 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 to us for the amount of the transaction and any applicable fees.

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 from your Card Account. 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 thirty (30) days.

Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or NYCE card transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the NYCE card network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the NYCE card network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

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 or Health Equity, Inc. 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 the goods and services were provided.

Card Replacement

If you need to replace your Card for any reason, please contact HealthEquity, Inc. at the number on the back of your Card to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, etc. There will be a fee for replacing your Card.

Charges 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 Visa 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 Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which

may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. If you obtain make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 1% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are subject to this conversion fee even if they are completed in U.S. currency.

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.

Card Account Balance/Periodic Statements

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling the number on the back of your Card. Statements in electronic format will be made available free of charge at www.myhealthequity.com during each month in which a transaction occurs. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting us at the number on the back of your Card. However there is a fee for this service.

Fee Schedule

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Any time your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in zero balance on your Card Account.

Card Replacement Fee:	3 at no cost; \$5.00 for each Card replaced after the 3rd if lost/stolen/damaged
Paper Statement Fee:	\$1.00 (per monthly statement requested)

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 reporting requirements;
- (4) If you consent by giving us your written permission; or
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- (6) Otherwise as necessary to fulfill our obligations under this Agreement.