



Service Schedule

Spending / Savings Account (US) 

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS SPENDING ACCOUNT (US) SERVICE SCHEDULE YOU AGREE TO THE TERMS OF THIS SERVICE SCHEDULE, AS IT MAY CHANGE FROM TIME TO TIME BY UPDATES TO <http://www.league.com/us-spending-savings-account-service-schedule-02-19>. THIS US SPENDING ACCOUNT SCHEDULE GOVERNS YOUR USE OF THE SERVICES SET OUT HEREIN.

THIS SPENDING / SAVINGS ACCOUNT SERVICE SCHEDULE WAS LAST UPDATED ON FEBRUARY 1, 2019. IT IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU ACCEPTING THE AGREEMENT AND THE ADDITIONAL AGREEMENTS BY SIGNING THE ORDER FORM. TERMS NOT DEFINED IN THIS SPENDING / SAVINGS ACCOUNT (US) SERVICE SCHEDULE SHALL HAVE THE MEANING SET FORTH IN THE MSA.

1. Definitions.

"Allocation" means the funds that are obligated to be funded by You into each Employee's Account for a one year period and as otherwise specified (i.e. by classification) adjacent to the heading "Allocation", under the heading "Account" in the Order Form, such allocation subject to change from time upon You providing Us with prior written notice.

"Allocation Float Account" has the meaning set forth in Section 10.1.

"Out of Marketplace Expenditure" has the meaning set out in Section 8.1(b).

"Effective Date" means the date specified adjacent to the heading "Effective Date", under the heading "Spending / Savings Account" in the Order Form.

"Subscription Fees" means the amount specified adjacent to the heading "Subscription Fee", under the heading "Spending / Savings Account" in the Order Form.

"Accounts" has the meaning set out in Section 2.1.

"Term" has the meaning set out in Section 0

"Term End Date" means the date specified adjacent to the heading "Term End Date", under the heading "League Platform Terms" in the Order Form.

"Total Allocation" means the total Allocation for all Your Employees for a one-year period.

"Total Allocation Float" means either the Initial Allocation Float or the Revised Allocation Float

2. General.

- 2.1. In accordance with the terms of this Service Schedule and the Order Form, We shall evaluate and recommend, and You shall enroll, in a program that allows Your Employees to spend their funds from a virtual account on certain eligible expenses that are generally meant to treat routine health issues or are incurred in connection with other covered activities, in accordance with applicable coverage terms, and such other accounts, including, for example, health spending accounts, flexible spending accounts, health reimbursement arrangements or other similar accounts or arrangements (the "**Accounts**").
- 2.2. Each month the Employees will be entitled to spend up to their Allocation to purchase services or products from Service Providers who are members of the League Marketplace or get reimbursed for their out of pocket expenses for Out of Marketplace Expenditures to the maximum allowable for the individual employee's Allocation to the extent applicable. The League Platform will track and monitor Employee's Account usage and You will pre-pay and/or reimburse League for all Expenses in the manner set out in this Schedule.

3. Term

- 3.1. This Service Schedule is effective on the Effective Date and shall continue until the Term End Date (the "**Initial Term**"), following which Initial Term or Renewal Term it will renew automatically for an additional 12 month period (each, a "**Renewal Term**", and the Initial Term and all Renewal Terms together, the "**Term**"), unless either party decides that it does not wish to renew this Agreement before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 60 days before the completion of the Initial Term or Renewal Term, as applicable.

4. Early Termination.

- 4.1. This Service Schedule can be terminated by Us, immediately upon written notice, if You breach any of your obligations in the Agreement or Agreement Documents.
- 4.2. The sections herein titled "*Fees*", "*Expenses*" and "*Disclaimer*" will survive any termination or expiration of this Agreement.
- 4.3. If this Service Schedule is terminated by Us in accordance with Section **Error! Reference source not found.**; or (b) terminated by You for any other reason besides a *bonafide* termination under Section 7.2 of the MSA, You will pay Us any unpaid Fees under this Service Schedule each for the remainder and duration of the Term. In no event will termination relieve You of Your obligation to pay any Fees or Expenses payable to Us for the period prior to the effective date of termination.

5. Fees.

- 5.1. You shall be responsible to pay the Subscription Fees per month per Employee that has been invited to the League Platform. Such amount will be treated as a Fee in accordance with the terms of the MSA.

6. Spending Account with Service Provider.

- 6.1. Depending on the Spending Account You have signed up for, We may, at our discretion, facilitate Your enrollment in a Spending Account that is provided, facilitated or managed by a third-party Service Provider. In such circumstances, You:

- (a) You will be responsible for ensuring that You and Your Employees' use of the Spending Account complies with any Service Provider Agreement You or Your Employees' have entered into with such Service Provider.
- (b) We will have no liability for any breach, harm or damage arising out of or in connection with the Service Provider Agreements or products or services procured thereunder, and You will indemnify Us with respect to any claim against us by a Service Provider with respect to your breach of a Service Provider Agreement and any failure on Your part to fully pay for services provided by such Service Provider;
- (c) Paying all amounts due to Service Providers in accordance with the payment dates and terms specified in the Policy Agreement or other applicable payment documentation, including any insurance premium taxes, or other federal, state or local taxes, boards or associations due. To the extent we inadvertently receive any Premiums, We shall hold such amounts in segregated accounts in accordance with the requirements of any applicable law;

7. Spending Account with Us.

7.1. Depending on the Spending Account You have signed up for, We may, at our discretion, facilitate Your enrollment in a Spending Account that is provided, facilitated or managed directly by Us. In such circumstances, You:

- (a) Shall pay to, prior to the "Go-Live Date" a pro-rated amount equal to two (2) months of the Total Allocation (the "**Initial Total Allocation Float**") which shall be at our discretion: (i) invoiced to You; or (ii) debited from You via ACH transaction based on the account information set out in the Order Form under the heading "Information for ACH" and You hereby authorize same as set out in the MSA.
- (b) The Initial Total Allocation Float shall be treated as an Expense in accordance with the MSA, and held in an Allocation Float Account.
- (c) Each month, if the Total Allocation changes, a pro-rated amount equal to two (2) months of the Total Allocation at that time (the "**Revised Total Allocation Float**") shall be subtracted from the Initial Total Allocation Float or the previous Revised Total Allocation Float, if such amount is negative You will be invoiced the difference (or such amount shall be debited from You through ACH transaction) and such funds will be held in the Allocation Float Account, if such amount is positive we will refund you such amount from the Allocation Float Account.
- (d) As Employee spends amounts in their Spending Accounts, the total amounts spent by all Employees (the "**Total Allocation Spend**") for a particular month shall be invoiced to You as an Expense in accordance with the MSA.
- (e) You shall be responsible for all amounts spend by Your Employees through a Spending Account even after termination of this Service Schedule if the Spending Accounts remains active.
- (f) If You do not pay any amount due to you under this Service Schedule of otherwise due by You to Us, we may use the Total Allocation Float to set-off any of your obligations, but it will still be considered a failure to pay amounts owing pursuant to the MSA.

8. Services.

8.1. We will be responsible to provide You with the following services pursuant to this Service Schedule, (together the “**Services**”):

- (a) Provide access to technology to allow You to set up and manage a Spending Account for Your Employees which allows you to set the Allocation;
- (b) Allow Your Employees to submit receipts using the League Platform for expenditures for Service Providers or other medical expenses that are not available through the League Marketplace (“**Out of Marketplace Expenditure**”);
- (c) Where an Employee uses the service of a League Marketplace member or submits a receipt for an Out of Marketplace Expenditure, determine if such expenditure is covered under the Account, and if such is covered, using the credits in the employee’s Account: (i) Pay the Service Provider for services provided to the Employees; or (ii) Reimburse the employee for the Out of Marketplace Expenditure;
- (d) Provide the Employee with an explanation for non-payment in situations where there are insufficient credits in the Employee’s Account or the Service Provider or Out of Marketplace Expenditure is not covered under the Program;
- (e) Provide other commercially reasonable support to You and Your Employees regarding claims and the adjudication of claims under the Program upon request;
- (f) Provide You with standard reporting on overall usage of the Spending Account, as applicable, without identifying individual Employee usage; and
- (g) Support the You and Your Employees in the navigation of the League Platform.

9. Your Obligations.

9.1. Your responsibilities include the following:

- (a) Using the League Platform to send invitations to its employees to join League as a member; and
- (b) Using the League Platform to keep information with respect to Employee accounts current, including: (i) add Employees who become eligible or remove those Employees ineligible to participate in the Program; and (ii) set the Allocation that each employee is permitted to spend based on the Employee’s classification or otherwise.

10. Allocation Float Account.

10.1. We shall hold the Total Allocation Float in an account: (i) segregated from Our operating funds; (ii) used only to fund Your and our other customers’ draws and expenses related to Your and their Spending Accounts; (iii) will not be secured with a lien in favour or any third party; (iv) may or may not be interest bearing (the “**Allocation Float Account**”).

10.2. No interest shall accrue to you with respect to an Allocation Float.

11. Disclaimer.

11.1. We will not be liable, and you shall indemnify Us with respect to any damages or claims relating to mistakes or error adjudicating any claims, or tax ramifications related thereto so long as: (i) such payments are in line with such individual’s Allocation; (ii) such payment is made to Your Employee; and (iii) we have not conducted any wilful misconduct.