

Bangor Savings Bank Business Rewards Plus Mastercard Credit Card Agreement

This Bangor Savings Bank Business Rewards Plus Mastercard Credit Card Agreement (“Card Agreement”) is your contract with us and governs the use of your Account issued by Bangor Savings Bank. This Card Agreement includes the Pricing Disclosures that apply to your Account, our Privacy Policy, any brochure describing benefits provided by Mastercard, all disclosures and materials provided to you before and when you applied for and/or opened your Account, and any supplements or amendments to this Card Agreement. You accept this Card Agreement if you or an Authorized User activate a Card or use the Account or a Card.

PLEASE READ THIS CARD AGREEMENT CAREFULLY. THIS CARD AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, AND INCLUDES A WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION. THE AGREEMENT TO ARBITRATE REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

1. Definitions. The following terms in this Card Agreement have the meanings set forth below. The definitions of other terms not included below can be found within this Card Agreement.

“**Account**”: Your credit card account, identified in your Pricing Disclosures.

“**Authorized User**”: Any person who you and we authorize to make Transactions on your Account after you give us that person’s name as an authorized user.

“**Balance Transfer**”: The transfer of a balance from another credit account to your Account.

“**Beneficial Owner**”: Any individual who meets the definition set forth in 31 C.F.R. § 1010.230.

“**Billing Cycle**”: The period of time between each date when we create a Statement for your Account.

“**Business Day**”: Monday through Friday, except for federal holidays, and any other holiday on which banks in Maine are permitted to be closed.

“**Card**”: One or more cards or other devices (including an Account number) that we issue or otherwise provide to access your Account to obtain credit.

“**Cash Advance**”: The use of your Card or Account to get cash or what we consider a cash equivalent. Examples include: a transfer of funds via the Automated Clearing House (“ACH”) to a deposit account initiated by us at your request; ATM withdrawals from a U.S. ATM that honors Mastercard credit cards; over-the-counter withdrawals obtained at a financial institution; money orders; wire transfers; traveler’s checks; foreign currency; lottery tickets; gaming chips and other methods used for gambling, wagers and other betting transactions; cryptocurrency; and person-to-person money transfers.

“**Closing Date**”: The last day of each Billing Cycle.

“**Company**”: The business or entity that applied for the Account and for which the Account is established, or which is jointly and individually responsible for repaying all amounts due on the Account under this Card Agreement.

“**Company Signer**”: The individual who applied for this Account on Company’s behalf or who is personally responsible, both individually and jointly with Company, for repaying all amounts due on the Account under this Card Agreement.

“Confidential Information”: The provisions of this Card Agreement and any other related documentation and information that we provide to you.

“Control”: Means (i) the ownership or beneficial ownership, directly or indirectly, of 50% or more of the economic interests in Company or of any class of stock or voting equity interests; (ii) the right to elect executive officers or a majority of Company’s board of directors; or (iii) the right or power to manage Company’s day to day operations and management decisions.

“day”: A calendar day, unless otherwise provided.

“Late Payment”: A payment is late if you do not pay at least the Minimum Payment Due by the Payment Due Date shown on your Statement.

“New Balance”: The total outstanding and unpaid balance you owe on your Account as of the Closing Date of each Billing Cycle.

“Online Banking”: The banking services provided and made available by us through a website or mobile application that we make available, pursuant to our BANGOR ONLINE INTERNET BANKING AGREEMENT and any other terms and conditions governing your use of our website, mobile application, virtual cards, or other electronic means of access to banking services we provide to you. For the avoidance of doubt, Online Banking does not include any third-party application, website, virtual wallet, or other service through which you access our banking services but which is not provided by or on behalf of Bangor Savings Bank.

“Over-the-Limit Amount”: Any amount by which your Account balance exceeds your Credit Limit in a given Billing Cycle.

“Purchase”: The use of your Card or Account (including through the use of an enabled Mobile Device) to buy or lease goods or services. Purchases do not include Cash Advances or Balance Transfers.

“Statement”: A periodic statement we provide you at the end of each Billing Cycle, as required by applicable law, which shows any Transactions, other charges, payments and other credits posted to your Account during that Billing Cycle.

“Transaction”: A Balance Transfer, Cash Advance, or Purchase, as applicable.

“We,” “us,” and “our”: Bangor Savings Bank, a savings bank chartered by the State of Maine, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our agents and representatives.

“you” and “your”: The Company Signer and the Company, which agree jointly and individually to be bound by this Card Agreement.

2. Using Your Account

a. **Eligibility**. Company must be a corporation, limited liability company, an individual operating as a sole proprietorship, unregistered general partnership, or such other form of legal entity authorized by applicable law as we may permit. Unless Company is an individual operating as a sole proprietorship or in an unregistered general partnership, Company must be organized and registered in the United States to be eligible to apply for an Account or use the Account or Card. Individual consumers and persons organized and/or registered outside the United States are not permitted to open or use or attempt to open or use an Account or Card. Company must remain in good standing and, unless Company is an individual operating as a sole proprietorship or in an unregistered general partnership, be duly organized under the laws of its jurisdiction of organization at all times. Company Signer must be at least 18 years of age and must have the authority to legally bind Company to this Card Agreement.

b. **Permitted Account Use.** You acknowledge and agree that the Account is intended to be used for Company's lawful business or commercial purposes only. You may not use the Account for personal, family, or household purposes, or illegal purposes, or in any manner not permitted by this Card Agreement. We may provide you with notices or take other actions required for consumer-purpose accounts without making the Account subject to such laws. We may refuse to process any Transaction that we believe may violate the terms of this Card Agreement or applicable law. If you use your Account in a manner that is not permitted, this Card Agreement still applies, and you are liable for those Transactions. You also may be liable to us for any damages and/or expenses resulting from such use. Additionally, we may close your Account.

c. **Promise to Pay.** *You promise to pay us all amounts due on your Account by each Payment Due Date shown on each Statement, including, without limitation: any fees and interest charges on the Account; Transactions you make, even if you do not present the Card or sign for the Transaction; Transactions that other people make if you let them use or access your Account; and Transactions any Authorized User makes or permits others to make.* If you let someone else use the Account or Card, you are responsible for all charges made by that person, even if that person's use exceeds their authority to use your Account or Card, whether or not you have notified us that the person will be using your Account. If you are responsible for paying any outstanding Account balance, we may refuse to release you from liability until all of the Cards and other credit devices outstanding under the Account have been returned to us and you repay us the total outstanding Account balance owed to us under the terms of this Card Agreement.

d. **Company Signer and Company Liability.** Company Signer and Company each promise to pay and are jointly and individually responsible for repaying all amounts due on the Account. This is true even if only one of you uses or manages the Account and even if one of you is unwilling or unable to pay the amounts due on the Account. Each of you is also jointly and individually responsible for complying with the terms of this Card Agreement. You agree that all Statements, notices, and communications regarding the Account may be delivered solely to the address shown in our billing records, and that delivery to one of you constitutes delivery to each of you, to the extent permitted by law. Each of you has the authority to manage the Account and submit requests or instructions to us about the Account. We will honor requests and follow instructions about the Account from each of you. For example, we will honor a request from one of you to add an Authorized User without obtaining consent to do so from each of you. We may accept or reject any request or instruction from each of you in our sole discretion if we receive different or inconsistent requests or instructions. We are not liable to you or anyone else if we act on requests or instructions from one of you. The information about your Account that we may report to business or consumer reporting agencies may be reported under each of your names.

e. **Activating Your Card.** You should sign the Card when you receive it. You must activate your Card before it can be used. You can activate your Card by calling 1-800-280-7411. When you call, we may require you to provide personal information in order to verify your identity before we will activate your Card. We may give you the opportunity to use a virtual Card through Online Banking or a third-party wallet service. If we do, you may be required to accept additional terms and conditions regarding your use of the virtual Card. We are not responsible for any third-party wallet service. You must return the Card to us or destroy it if we ask you to do so.

f. **Transactions.** You may use your Card and Account and obtain credit from us to make Purchases and any other Transactions we may permit from time to time. By swiping your Card or entering your Card information at the point of sale, you authorize us to post the Transaction to your Account. Each time you make a Purchase or another Transaction posts to your Account, your Available Credit will be reduced by the amount of the Purchase or other Transaction. 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.

i. **Purchases:** You may use your Account to make Purchases at merchants that honor Mastercard credit cards.

- ii. **Balance Transfers:** At our sole discretion, we may permit you to use your Account for Balance Transfers. You may not transfer balances from other accounts issued or held by us or our affiliates. We add the amount of a Balance Transfer to the Purchase balance on your Account, unless the Balance Transfer is subject to a promotional offer. A Balance Transfer subject to a promotional offer will be displayed in a separate balance segment on your Statement until the end of the promotional period, at which time any remaining balance will be moved to your Purchase balance. We add a Balance Transfer fee to the Purchase balance on your Account.
- iii. **Cash Advances:** At our sole discretion, we may permit you to use your Account for Cash Advances. All Cash Advances are subject to the Cash Credit Line. We add the amount of a Cash Advance to the Cash Advance balance on your Account. We add a Cash Advance fee to the Cash Advance balance on your Account.

You agree that we may rely on information provided by merchants and your applicable payment network to categorize Transactions among Purchases, Balance Transfers, or Cash Advances, as well as merchant category.

3. Credit Limit and Available Credit

We assign a "Credit Limit" to your Account. The Credit Limit is the maximum amount of credit that we may make available to you under your Account. Your initial Credit Limit is disclosed to you when you open your Account. You understand that we may adjust your Credit Limit at any time, including automatic Credit Limit increases if you qualify, or reduce or terminate your borrowing privileges at any time without prior notice to you, except as prohibited by law. Only part of your Credit Limit may be available for Cash Advances ("Cash Credit Line"), and there may be a limit on the amount of Cash Advances you can take in a given period.

Your "Available Credit" is the amount of credit that is available for you to make Transactions with your Account at any given time. Your Available Credit is equal to your Credit Limit minus the outstanding balance on your Account and any holds, accrued fees or finance charges, and other charges that have not posted to your Account. You agree that you will not exceed or attempt to make any Transaction that would cause you to exceed your Credit Limit, Cash Credit Line, or Available Credit, unless otherwise authorized by us. We may, in our sole and absolute discretion, honor your request for a Transaction that will cause you to exceed your Credit Limit or Available Credit, but, if we do, it will not increase your Credit Limit, and you will still be liable for any amounts incurred by any Transaction that exceeds your Credit Limit. This Card Agreement applies to your Account balance, including any Over-the-Limit Amount, and finance charges and other fees will apply to the Over-the-Limit Amount as they do to other balances on your Account. If you exceed your Credit Limit, you must immediately repay the Over-the-Limit Amount.

4. Personal Identification Number (PIN)

You may use Online Banking to create a Personal Identification Number ("PIN") for any Card associated with your Account. A PIN may be required by certain terminals in order to complete Transactions using your Card. You may change your PIN by calling us or through Online Banking. You should not write your PIN on your Card 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, call us immediately.

5. Authorizations; Transaction Limitations; Holds

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may pre-authorize the Transaction amount up to \$75.00 or more. If your Card is declined even though you have sufficient Available Credit, pay for your Purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may pre-authorize the Transaction amount for the purchase amount

plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization amount will place a “hold” on your Available Credit in that amount until the merchant sends us the final payment amount of your Purchase. Once the final payment amount is received, the pre-authorization amount on hold will be removed. It may take up to seven (7) Business Days or more for the hold to be removed. During the hold period, you will not have access to the pre-authorization amount. 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 Available Credit for up to 30 days or more.

a. **Refusal to Honor Your Account.** We may decline to authorize any Transaction for any reason at our sole discretion. We are not responsible for any losses you incur if we do not authorize a Transaction. We are not responsible for any losses you incur if anyone, including any terminal, merchant, merchant’s financial institution, or other third party, refuses to accept your Card or Account number or process the Transaction you request for any reason. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control, subject to applicable law.

b. **Recurring Preauthorized Transactions.** Recurring preauthorized Transactions occur when you authorize a merchant to automatically initiate a Transaction using your Account on a recurring basis. If you authorize a merchant or other person to charge your Account for recurring preauthorized Transactions, you must notify the merchant if: we issue a new Card with a different number or expiration date to you; your Account number changes; or your Account is closed. These Transactions may continue to be charged to your Account until you change the billing information with the merchant directly. We may also (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized Transaction in order to continue your recurring preauthorized Transactions.

c. **Foreign Transactions.** A “Foreign Transaction” is any Transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the Transaction is made or processed outside of the United States. Foreign Transactions include, for example, online Transactions made in the U.S. but with a merchant who processes the Transaction in a foreign country. If you make a Foreign Transaction, we will assess the Foreign Transaction fee disclosed in the Pricing Disclosures. If a Transaction is made in a foreign currency, the Transaction will be converted by Mastercard International into a U.S. dollar amount in accordance with the operating regulation or conversion procedures in effect at the time the Transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

d. **Receipts.** You may obtain receipts to maintain a record of your Transactions. You may need a receipt in order to verify a Transaction with us or the merchant.

e. **Quality of Goods; Refunds.** We are not responsible for the delivery, quality, safety, legality, or any other aspect of the goods or services that you purchase from a merchant with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased. If a merchant provides you a refund for any reason for goods or services obtained with your Card, you agree to accept a credit to your Account for such refunds, in accordance with the refund policy of that merchant. If the merchant provides you such a refund, the credit to your Account may not be immediately available. We have no control over when a merchant sends a credit transaction, and the credit to your Account may not be available for a number of days after the date the refund transaction occurs. We will choose how to apply the credit to your Account balances. Please contact us if you believe a merchant credit has not been applied properly.

f. **Prohibited Payments.** We cannot schedule bill payments (1) to bill payment recipients or billers located outside the United States or any of its territories; (2) for any single payment greater than \$99,999.99; or (3) that are otherwise prohibited by law. We have the right but not the obligation to monitor for, block, cancel and/or reverse the following types of payments, each of which is prohibited under this Agreement: (i) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (ii) Payments that violate any law, statute, ordinance or regulation. (iii) Payments related to: (1) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (2) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (3)

goods or services that are sexually oriented; (4) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (5) goods or services that defame, abuse, harass or threaten others; (iv) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; (v) Payments relating to transactions that (1) constitute money-laundering or terrorist financing; (2) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing.

6. APRs, Interest, and Fees

Interest and fees will apply to your Account as set forth in the Pricing Disclosures, this Card Agreement, any subsequent disclosures, Statements, change-in-terms notices, and any other fee schedule provided in connection with your Account.

a. **How we Calculate Your Interest.** We calculate interest on your Account each Billing Cycle using APRs. Different APRs may apply to different Transactions. APRs that apply to your Account are disclosed in the Pricing Disclosures.

We use the “average daily balance (including new transactions)” method to calculate your interest. Under this method, we calculate interest on each balance on your Account as follows:

1. We calculate your daily balance for each day in the Billing Cycle. To calculate your daily balance, we start with the balance at the beginning of the day and add new Transactions, fees and other charges that posted to the Account during the day, including interest accrued on the previous day’s balance. This means that interest is compounded daily. Then we subtract any returned payment fees, Late Payment fees, Cash Advance fees, Balance Transfer fees, Foreign Transaction fees, and payments and other credits that posted to the Account during the day. This gives us the daily balance for each day in the Billing Cycle. If any daily balance is less than zero, we treat it as zero. If you paid your New Balance by the Payment Due Date shown on your Statement in the prior Billing Cycle (i.e., if you have a grace period on Purchases), we will not include new Purchases made in the current Billing Cycle in this calculation.
2. We add all the daily balances together and divide the sum by the number of days in the Billing Cycle. This gives us the “average daily balance.” This is identified on your Statement as the “Balance Subject to Interest Rate.”
3. We multiply each average daily balance by its applicable daily periodic rate (each applicable APR divided by 365 or 366 in a leap year). We then multiply the result by the number of days in the Billing Cycle.

Due to rounding, the actual interest charge may vary from this calculation by up to \$0.01. Additionally, if the interest charge calculated for the Billing Cycle is less than the Minimum Interest Charge disclosed in your Pricing Disclosures, your interest charge will be the Minimum Interest Charge disclosed in your Pricing Disclosures. We will add the Minimum Interest Charge to the balance of our choice.

b. **Grace Period on Purchases.** We will not charge you any interest on Purchases if you pay the New Balance in full by the Payment Due Date shown on your Statement each Billing Cycle. We refer to this as a “grace period on Purchases.” Otherwise, each Purchase begins to accrue interest as of the date we post the Purchase to your Account.

There is no grace period on Balance Transfers or Cash Advances. Interest will begin accruing on Balance Transfers and Cash Advances from the transaction date shown on your Statement.

c. **Variable APRs.** A variable APR will vary with the market based on the U.S. Prime Rate. An increase or decrease in the U.S. Prime Rate will cause a corresponding increase or decrease in the variable APR. If a variable APR increases, you may pay higher interest charges and may have a higher Minimum Payment Due. We calculate any variable APR that applies to the Account by adding a certain percentage amount (the "Margin") to the highest U.S. Prime Rate published in the "Money Rates" section of The Wall Street Journal on the 10th day of each month (the "Identification Date"). If The Wall Street Journal does not publish the U.S. Prime Rate on the Identification Date, then we will use the U.S. Prime Rate published on the last day before the Identification Date. If The Wall Street Journal ceases to publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion and subject to applicable law, substitute another index. If the U.S. Prime Rate changes, we will apply the new variable APR as of the first day of the second Billing Cycle that begins after the Identification Date. If an APR that applies to your Account is variable, the applicable Margin we use is disclosed in the Pricing Disclosures. Any APR that applies to the Account will never exceed the maximum rates permitted by applicable law.

d. **Promotions.** From time to time, we may offer you temporary, promotional terms related to certain Transactions, such as promotional interest rates or introductory offers. Promotional terms may be subject to additional terms and conditions. When a promotional period expires, the promotional terms end, and you will continue to be charged according to the interest rates and fees that otherwise apply to your Account.

e. **Fees and Other Finance Charges.** The application and payment of a fee will not alter the situation that caused the fee to be charged. Each time you incur a fee, the amount of the fee will be added to the outstanding balance on your Account and will reduce your Available Credit by the same amount. The amount of each fee may be included in the calculation of the balance on which interest accrues. We may charge additional fees for services you request in accordance with applicable law if agreed between you and us.

7. Making Payments

a. **Statements and Billing Cycles.** We generally will send or make available to you one Statement for your Account at the end of each Billing Cycle. The Statement will show the activity on your Card and Account during the Billing Cycle and will tell you the New Balance, the minimum payment due ("Minimum Payment Due"), and the date your payment is due ("Payment Due Date"). All Transactions that post to your Account after the Closing Date will appear on your next Statement. Please review each Statement carefully. Preservation of your rights under federal law regarding your liability for unauthorized use of a Card depends upon your timely notice to us of unauthorized use, as explained below in the "Lost or Stolen Cards and Unauthorized Use; Security of Your Card and Credentials" section of this Card Agreement.

b. **Minimum Payment Due.** Each Billing Cycle, you must pay at least the Minimum Payment Due shown on your Statement by its Payment Due Date. The amount of your Minimum Payment Due will be: any amount past due; plus any Over-the-Limit Amount; plus the greater of (1) 3% of your New Balance and (2) \$25. Your Minimum Payment Due will not be more than your New Balance. We round the payment amount up to the nearest dollar. If a payment is credited to your Account but is returned unpaid in a later Billing Cycle, we may recalculate your Minimum Payment Due. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment Due.

c. **Prepayment.** You may pay all or any part of your total outstanding Account balance at any time without a prepayment penalty. If you overpay, or if there is a credit balance on your Account, we will not pay interest on such amounts. Paying more than the Minimum Payment Due in one Billing Cycle will not relieve you of the obligation to pay the entire Minimum Payment Due in any subsequent Billing Cycle.

d. **Payment Cut-Off Time; Payment Instructions.** You must make payments in U.S. dollars in a form acceptable to us. We do not accept cash payments through the mail. When making a payment, you must follow the instructions in this section and any additional instructions shown on your Statement. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account, which may result in additional fees and interest. We credit mailed payments that

comply with our payment instructions as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on your Statement; and (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order. Mailed payments received after 5 p.m. Eastern Time on any day, including the Payment Due Date, but that otherwise meet our payment requirements, will be credited as of the next Business Day. We may process a Late Payment, partial payment, or a payment marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Card Agreement. Your Available Credit may be increased by the amount of your payment within a reasonable time after that payment is received, provided you have not exceeded your Credit Limit. We may delay the change to your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account.

e. **Accepted Payment Methods.** You may make payments using any method we permit, including the following methods:

i. **Preauthorized Automatic Electronic Fund Transfers ("AutoPay"):** You may set up automatic payments by logging into Online Banking or by calling us at 1-800-280-7411. By selecting this payment method, you authorize us or our service provider to electronically debit your deposit account you select ("Deposit Account"), on or around each Payment Due Date, in the amount of the Minimum Payment Due shown on your Statement, or other amount you select. You also authorize us or our service provider to electronically debit or credit your Deposit Account as needed to correct any errors or process returned and reversed payments, to the extent permitted by law and payment network rules. If any of these payments fails for any reason, you authorize us or our service provider to electronically debit another deposit account you have on file with us for the amount of the failed payment, unless prohibited by law or payment network rules. If your payment from a Deposit Account is returned for any reason, including insufficient funds, we may, in our discretion, attempt to process the entry up to two additional times, if permitted by law and payment network rules. You may cancel your authorization by logging into Online Banking, or by calling us at 1-800-280-7411, at least three (3) Business Days prior to your next Payment Due Date.

ii. **One-Time Payments:** You may authorize a one-time payment to us by authorizing an ACH from your Deposit Account. By authorizing a payment, you also authorize us to debit or credit your Deposit Account to correct any errors or process returned and reversed payments, unless prohibited by law or payment network rules. If your payment from a Deposit Account is returned for any reason, including insufficient funds, we may, in our discretion, attempt to process the entry up to two additional times, if permitted by law and payment network rules.

iii. **Check or Money Order:** You may make a payment by mailing a check or money order to the address shown on your Statement. We recommend that you mail your check at least five (5) Business Days before your Payment Due Date to help us receive your payment. You may only mail a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order.

iv. **In-Branch:** You may make payments in person at one of our branches.

By authorizing a payment, you represent and warrant that you are authorized to use the payment method you select to make your payment for the purposes set forth in this Card Agreement, and that there are sufficient available funds on the payment method to cover the full amount of the payment you authorize.

We may add or change the permitted payment methods from time to time and we may reject any payment you attempt to make that is not made in accordance with this section. You may make payments by logging into Online Banking, calling 1-800-280-7411, or by following the instructions shown on your Statement.

f. **How We Apply Your Payments.** We apply payments and other credits up to the Minimum Payment Due in any manner we choose in our sole discretion. We apply payments in excess of the Minimum Payment Due first to balances with the highest APR and then to lower-rate balances in descending order of APR.

We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion, to the extent permitted by law. We may reduce the amount of any credit balance by the amount of any new charges. You may write to the address provided on your Statement to request a refund of any available credit balance. Should your Account have a credit balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency. If that occurs, you will be required to contact that state agency in order to claim your funds.

8. Representations, Warranties, and Covenants

From the time you accept this Agreement until all amounts you owe us under this Card Agreement have been paid to us in full, plus any period of survival of this Section 8, you continuously represent, warrant, and covenant to us as follows:

a. **Legal Status.** Company is either an individual sole proprietor or unregistered general partnership obtaining this Account solely for business purposes, or a business entity which is, and is, in the case of an entity, duly organized, validly existing, and in good standing under and by virtue of the laws of Company's state of organization. Company is duly authorized to transact business in all other jurisdictions in which Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Company is doing business. Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Company maintains an office at the address provided in the application it submitted to us. Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Company and Company's business activities.

b. **Assumed Business Names.** Company has filed or recorded all documents or filings required by law relating to all assumed business names used by Company. Company has disclosed all assumed business names to us with its application submitted to us.

c. **Authority to Enter into Card Agreement; Authorization.** Company has full power and authority to enter into, deliver, and perform all its obligations under this Card Agreement. Company's execution, delivery, and performance of this Card Agreement has been duly authorized by all necessary action by Company and does not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Company's articles of organization or membership agreements, to the extent applicable, or (b) any agreement or other instrument binding upon Company or (2) any law, governmental regulation, court decree, or order applicable to Company or to Company's properties. The Company Signer executing this Card Agreement on their own behalf and on behalf of Company is at least 18 years of age and has the authority and legal capacity necessary to bind Company to this Card Agreement.

d. **Accurate Information.** All information that you provide to us is accurate and complete, and Company Signer or another authorized representative of Company will certify the accuracy and completeness of such information upon our reasonable request.

e. **Financial Information.** Each of Company's, or, in the case of a disregarded entity, the owner of the Company's (the "**Owner**"), financial statements supplied to us truly and completely disclosed Company's financial condition as of the date of the statement, and there has been no material adverse change in Company's/Owner's, as applicable, financial condition subsequent to the date of the most recent financial statement supplied to us. Company/Owner, as applicable, has no material contingent obligations except as disclosed in such financial statements. Company will maintain its books and records in accordance with GAAP, applied on a consistent basis. Company/Owner will furnish us with such financial statements and other related information at such frequencies and in such detail as we may reasonably request.

f. **Legal Effect.** This Card Agreement constitutes legal, valid, and binding obligations of you enforceable against you in accordance with its terms.

g. **Legal Proceedings and Claims.** No action, suit, claim, inquiry, investigation, or legal, administrative, or arbitration proceeding or similar action (including those for unpaid taxes) against you is pending or threatened, whether at law, in equity, or before any governmental authority.

h. **Bankruptcy.** You have not declared bankruptcy within the past seven (7) years preceding the acceptance of this Card Agreement, have not consulted with a bankruptcy attorney within the past six (6) months preceding the acceptance of this Card Agreement, and are not currently contemplating or anticipating the filing of a bankruptcy or other insolvency proceeding, or closing or materially modifying Company's business. You are solvent and capable of fulfilling your obligations under this Card Agreement, and you have not been having any difficulty paying amounts due to others in full and when due.

i. **Taxes.** All of your tax returns and reports that are or were required to be filed have been filed on a timely basis (including any extensions), and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by you in good faith in the ordinary course of business and for which adequate reserves have been provided. All such returns and reports are and will be accurate and complete.

j. **Deposit Account.** The Deposit Account is a business demand deposit account held by a U.S. financial institution. The Deposit Account is used solely for lawful business purposes. The Deposit Account is not a personal account and is not used for any personal, family, or household purpose. The Deposit Account and the funds therein are owned by Company for its own operating purposes and do not hold any funds for any third party.

k. **Binding Effect.** The terms of this Card Agreement are binding upon you, and upon your heirs, personal representatives, successors and assigns, and are legally enforceable in accordance with its respective terms.

l. **Other Agreements.** You will comply with all terms and conditions of all other agreements, whether now or hereafter existing, between you and any other party and notify us immediately in writing of any default in connection with any other such agreements.

m. **Business Purpose.** Your application, entry into this Card Agreement, and use of the Account and/or Card are and will be solely for lawful business purposes and not for any personal, family, or household purpose. You will not engage in any business activities other than those activities disclosed to us in your application for a Card without our prior written approval.

n. **Compliance with Laws.** You are in compliance with and will comply with all laws, regulations, ordinances, orders, and other requirements, now or hereafter in effect, of any governmental body applicable to the conduct of Company's businesses and operations. You are not a target of any economic or trade sanctions issued or administered by any governmental body.

o. **Further Assistance.** You will promptly notify us of any significant change or other development that has or may have a material adverse effect on or a significant change in Company's business. You agree to provide us, upon request, any information related to Company's business or the Account contemplated by this Card Agreement.

p. **Control of Business.** Without our advance written consent, you will not sell, dispose, convey, merge, or otherwise transfer any of Company's business or its assets (other than transfers of assets in the ordinary course of business), and you will not allow any person or group of persons, including a franchisor (if Company is a franchisee), to assume or take over the operation or Control of Company's business or business location, whether physical or virtual.

q. **Authorized Users.** Each Authorized User meets the minimum age of employment under any law applicable to Company and to Company's business activities. Each Authorized User has the authority and legal capacity necessary to bind the Company on any and all transactions made on the Account.

9. Default

a. **Events of Default.** You will be in default under this Card Agreement, to the extent permitted under applicable law, if: (1) you have a Late Payment; (2) a payment made to your Account is not honored by your financial institution or cannot be processed; (3) your total outstanding Account balance exceeds your Credit Limit; (4) your outstanding and unpaid Cash Advances exceed your Cash Credit Line; (5) we determine you made a false or misleading statement to us or otherwise attempted to defraud us; (6) you default under another agreement you have with us or an affiliate; (7) you die or are declared legally incompetent or incapacitated; (8) Company is dissolved (regardless of whether election to continue is made) or there is any other termination of Company's existence as a going business; (9) you become insolvent, are the subject of bankruptcy or receivership proceedings, or assign your assets for the benefit of creditors; (10) a material adverse change occurs in Company's business, operations or financial condition; (11) any judgment, lien, attachment, or execution is issued against you or your assets; (12) you refuse to provide required information we deem necessary; or (13) you fail to abide by any other term of this Card Agreement.

b. **Consequences of Default.** If you are in default under this Card Agreement, we may take any of the following actions, to the extent permitted under applicable law, including any applicable notice requirement: (1) continue to charge you fees and interest charges as set forth in this Card Agreement; (2) lower your Credit Limit; (3) file a lawsuit against you or pursue another action not prohibited by law; (4) declare the entire balance of your Account immediately due and payable at once without notice or demand; (5) suspend, restrict, or close your Card and Account and/or terminate this Card Agreement without liability to us; and/or (6) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us in (i) collecting or enforcing your indebtedness and/or the terms of this Card Agreement, whether or not suit is brought against you, and (ii) protecting us and our employees, agents, and service providers from any harm that we may suffer as a result of your default, except to the extent prohibited by applicable law.

10. Closing or Suspending Your Account

We may suspend or close your Account or otherwise terminate your right to use your Account at any time and for any reason without notifying you, as permitted by applicable law. We may replace your Card at any time. You may close your Account at any time by notifying us in writing or by telephone. Company Signer agrees to inform Company prior to notifying us to close the Account. Your obligations under this Card Agreement continue even after the Account is closed or suspended, and Company Signer and Company remain jointly and severally liable for all charges made on the Account and must pay us all amounts you owe on the Account, even if they post to your Account after it is closed or suspended. If we believe you have authorized a Transaction or are attempting to use your Account after you have requested to close the Account, we may allow the Transaction to be charged to your Account. You must destroy all Cards and other credit devices on the Account when the Account is closed.

11. Maintaining Your Account

a. **Replacement Cards.** Please contact us if you need to replace your Card for any reason. Please note that your Card has an expiry date on the Card. You may not use the Card after that date. However, even if the expiry date has passed, the Available Credit on your Account does not expire. Please contact us for a replacement Card if the Card expires. You will not be charged a fee for replacement cards that we send due to expiration of the Card. Upon contacting us for any lost/stolen Card or to replace your Card for any reason, your Card will be deactivated, and your Available Credit may be temporarily unavailable until you activate your replacement Card.

b. **Contacting You; Monitoring Communications.** To the extent permitted by applicable law, you authorize us and each of our affiliates, agents, service providers, contractors, and successors, to contact you to service or maintain your Account. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, service providers, contractors, and

successors may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number from which you call us, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any of our affiliates, agents, service providers, contractors, successors, or any other person or company that provides any services in connection with this Card Agreement. We may monitor, tape, or electronically record our telephone calls with you, including any calls with our customer service department, collections department, and any of our agents or service providers. For the avoidance of doubt, you agree you will accept calls from us regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played.

c. **Consent to do Business Electronically.** By signing this Card Agreement, including if by signing electronically, you irrevocably consent and agree that (a) we may provide all information and disclosures required by law to you electronically; (b) your electronic signature on this Card Agreement and related documents has the same effect as if you signed them in ink; and (c) an electronic record of this Card Agreement may be used to evidence the existence of this Card Agreement as if it were an original. This consent applies to acceptance of this Card Agreement, to all future communications with you, and to other communications, notices, and disclosures that we provide to you electronically. All communications provided electronically will be deemed to be "in writing." We reserve the right to cancel electronic disclosure services and to change such services or send disclosures in paper form at any time. We are responsible for sending notice of the disclosures to you electronically, but we are not responsible for any delay or failure in your receipt or review.

d. **Providing and Maintaining Your Information.** We may require you to submit personal information to open and manage your Account. This includes, but is not limited to: (1) the Company's registered business name; (2) the Company's business address; (3) the ownership details of the Company; (4) contact information; (5) tax identification number; (6) the nature of the Company's business and financial information; and (7) other personal or business information that we may request. We may also request certain personal data, such as contact information, personal addresses, social security numbers, dates of birth, and identification documents from Company Signer, Authorized Users, and Beneficial Owners. You must notify us promptly if any information you provide to us changes, including changes to: (1) your email address, billing address, telephone numbers, or fax numbers that we use to send you Statements, notices, or to communicate with you; (2) the legal entity of the Company; (3) tax identification number; or (4) Beneficial Owners of the Company. We may ask you for additional documents and to verify any changes to information you have provided us. We may suspend, restrict, or close your Account if we cannot verify your information or if you do not provide it as requested. You certify that all information you provide to us is accurate and complete. We may contact any source we deem necessary in investigating your creditworthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account.

e. **Change to Company Signer.** If Company is a legal entity, and Company Signer is no longer an employee or officer of the Company or does not want to be the Company Signer, you must promptly notify us and either: (1) pay all amounts you owe under this Agreement and close the Account; or (2) propose another person to replace the Company Signer. The replacement Company Signer is subject to our approval and, if approved, as of the date that the new Company Signer replaces the prior Company Signer, the new Company Signer must agree to assume the obligations and liabilities under this Card Agreement, including all obligations and liabilities incurred before and after they became the Company Signer. The Company Signer remains the Company Signer jointly and individually liable under this Card Agreement until we approve a replacement Company Signer or the Account is closed and paid in full. If Company is an individual operating as a sole proprietorship or unregistered general partnership, Company may not change the Company Signer.

f. **Contacting Us.** You may contact us in writing at Bangor Savings Bank, P.O. Box 921, Bangor, Maine 04402-0921, or by phone at 1-800-280-7411.

g. **Mobile Devices and Digital Wallets.** Smart phones, some tablets, or other mobile devices (a "Mobile Device") can download, store, and/or access Account information, for instance through a mobile wallet, that may enable you to use the Mobile Device to make Transactions using your Card, Card number, or Account. Applications that enable your Mobile Device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Card Agreement. When your Account information is accessible by your Mobile Device, it is important that you treat your Mobile Device with the same care you would your Card. For example, you should secure your Mobile Device against unauthorized access. Keep in mind, if you give someone your phone, or other Mobile Device, that can be the same as giving that person your Card.

We may permit you or an Authorized User to add your Card to a digital wallet supported and operated by another financial institution or third party ("Digital Wallet"), which may be used to make Transactions on your Card without presenting the physical Card. Any such Transactions are covered by this Card Agreement. By adding your Card to a Digital Wallet, you accept and agree to the Terms & Conditions for Adding Your Bangor Savings Bank Payment Card to a Digital Wallet, which govern the use of your Card in connection with the Digital Wallet and are incorporated into this Card Agreement by reference. We have no control over the Digital Wallet or the device on which you use the Digital Wallet and cannot guarantee their performance. We are not liable for any losses that result if such services are unavailable or defective. Additionally, you are responsible for protecting the security of the Digital Wallet, the device on which you use the Digital Wallet, and any access credentials you use to access the Digital Wallet or device. You may be charged third-party fees related to the Transaction, such as mobile carrier data or messaging charges, and we are not responsible for any such fees. We may, at any time, partially or fully restrict your ability to make Transactions through a Digital Wallet. We may change the Digital Wallets that we permit you to use with your Card from time to time, in our sole discretion, without notice to you. You agree to notify us promptly if you remove or want to remove your Account information from any Digital Wallet or if the security of your Digital Wallet or device may be compromised.

We are not responsible if you violate the terms governing your use of any Mobile Device application or Digital Wallet, or for any consequences that result from any violation.

h. **Lost or Stolen Cards and Unauthorized Use; Security of Your Card and Credentials.** You are responsible for protecting the security of your Card, Account, and any credentials and devices you use to access your Account. You must take reasonable steps to prevent the unauthorized use of your Card and Account. We reserve the right to request you to take specific steps to limit access to or prevent unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, comply with any Card activation procedures as may be prescribed by us. **NOTIFY US IMMEDIATELY OF THE LOSS, THEFT, OR POSSIBLE UNAUTHORIZED USE OF YOUR ACCOUNT OR CARD BY CALLING US AT 1-800-280-7411 or the number listed on the back of your Card, on your Statement, or on our website at <https://www.bangor.com/help-center/lost-cards> but in no event later than 60 days after we send the Statement on which the unauthorized use appears.** Your liability for unauthorized use of a Card that occurs before you notify us will not exceed \$50.00. You will not be liable for unauthorized use of a Card that occurs after you notify us of the loss, theft, or possible unauthorized use of the Card. If you do not timely notify us, we will not be liable for any losses you incur as a result of unauthorized use of your Card, except as required by law. You agree to cooperate with us on any unauthorized Card use investigation.

i. **Benefits and Rewards.** We may offer you the ability to participate in the Bangor Savings Bank everblue™ credit card rewards program, which includes the uChoose Rewards® Program, and any related promotional program or service we make available in connection with your eligible Card and associated Account ("**Rewards Program**"). Your participation in the Rewards Program is governed by the Bangor Savings Bank Credit Card Rewards Agreement, the uChoose Rewards® Program Terms and Conditions, the uChoose Rewards® Program Redemption Terms and Conditions, and any other agreement or disclosure we provide to govern the Rewards Program ("**Rewards Terms**"), each of which is incorporated into, and forms part of, this Card Agreement. By accepting this Card Agreement, earning or redeeming points or other rewards, or otherwise participating in the Rewards Program, you accept and agree to be bound by the Rewards Terms. We may also provide you with the opportunity to participate in other benefits or rewards programs from time to time. If we do, we will separately provide you with information and terms

and conditions governing your participation in such benefits or rewards program, which are incorporated by reference herein. The Rewards Program and other benefits may be provided by a third party. You may be required to accept additional terms and conditions in order to participate in a benefits or rewards program. The Rewards Program and other rewards and benefits offered by us or our partners may not be available to all cardholders. We disclaim all responsibility for any losses arising from rewards and benefits provided by third parties, to the fullest extent permitted by law. Please contact us if you have any questions about the Rewards Program or other benefits of your Account. We may change or discontinue the Rewards Program or any other benefit or reward at any time for any reason.

j. **Confidentiality.** We may disclose information about your Account to third parties as set forth in this Card Agreement and our Privacy Policy. For example, we may disclose information about your Account, Card, or the Transactions you make:

- Where it is necessary for completing Transactions;
- In order to verify the existence and condition of your Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
- Otherwise as necessary to fulfill our obligations under this Card Agreement.

You agree that the Confidential Information is our proprietary and confidential information. Unless disclosure is required by law or court order, you will not disclose Confidential Information to any person other than your attorney, accountant, financial advisor, or employees who need to know such information for the purpose of advising you, provided that any such person uses such information solely for the purpose of advising you and first agrees in writing to be bound by the terms of this section or has a legal duty to maintain the same degree of confidentiality. If disclosure is required by law or court order, you will notify us immediately.

12. Limitation of Liability; Indemnification

You agree that we will not be liable to you, any employees, officers, directors, owners, agents, assigns, affiliates, or representatives for any consequential, special, incidental, indirect, exemplary, or punitive damages of any kind under any contract, negligence, strict liability, or other theory. In all cases, our aggregate liability will be limited to the amount of fees you have paid us under this Card Agreement. You agree to indemnify and hold harmless us and our employees, officers, directors, owners, agents, assigns, affiliates, and representatives from and against any claims, causes of action, liabilities, losses, damages, settlements, penalties, fines, forfeitures, fees, costs, and expenses (including reasonable attorney's fees and costs), arising out of or relating to a breach by you of any of your representations, warranties, or covenants in this Card Agreement.

13. Credit Reporting

You authorize us to obtain information about you from time to time from business and consumer reporting agencies, check verification services, and other third parties for the purpose of considering your application for an Account, monitoring and maintaining your Account, or any other purpose permitted by law. **You understand and agree that we may report information about your Account to business and consumer reporting agencies. Late Payments, missed payments, or other defaults on your Account may be reflected in your credit report.**

14. Right of Set-Off

To the extent permitted by applicable law, you grant us the right of set-off and we may, without demand or notice, any such notice being expressly waived by you, set-off any amount owed by you to us under this Card Agreement against other accounts held by us in your name or that you hold jointly with a third party. This right of set-off shall apply to accounts that you may open with us in the future even if the Account has been closed. We may exercise this right of set-off against Company or any of its respective successors or assigns. Our rights under this section are in addition to other rights and remedies that we may have under this Card Agreement, at law, or in equity.

15. Authorized Users

You may designate one or more Authorized Users and authorize them to use your Account and a Card that accesses the Account, subject to our approval. By doing so, you designate the Authorized User to conduct Transactions on your behalf. The Authorized User must meet the minimum age for employment under the law applicable to Company and Company's business activities and must be duly employed by the Company as of the date a Card is requested for such Authorized User. We reserve the right to limit the number of Authorized Users and Cards associated with your Account. We may require you to submit certain information about each person you request to make an Authorized User. You understand and agree that any Authorized User will have access to certain information about your Account and will be permitted to make Transactions using the Account and an associated Card. However, an Authorized User cannot request or make changes to the Account (for example, request Credit Limit increases or change the billing address). **You are responsible for all activity conducted on the Card or Account by an Authorized User, and all Transactions any Authorized User makes will be treated as if you had made the Transaction yourself. In addition, you will be responsible for all Transactions and activity conducted on your Account or any associated Card by any person that you or any Authorized User gives access or permission to use your Account or Card, even if they exceed that authority, or you did not want or agree to that use.** Each Authorized User's use of the Account is subject to the terms of this Card Agreement. You agree to share this Card Agreement with each Authorized User and explain that their use is subject to its terms. You are solely responsible for monitoring an Authorized User's use of the Account and Card, and ensuring that the Authorized User does not use the Account or Card in violation of this Card Agreement, applicable law, or any authority you grant to them. We may also limit the ability of an Authorized User to use the Account or a Card. You do not give up any rights to act on the Account, and the Authorized User may not in any manner affect your rights, other than by using the Card and making Transactions on the Account. We undertake no obligation to monitor transactions to determine that they are on your behalf. Each Authorized User's authority is automatically terminated by your death or dissolution. However, we may continue to honor the Transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. If you want to remove an Authorized User from your Account, you must contact us and request their removal. You must immediately destroy all Cards in their possession and change or destroy any other credentials in their possession they may use to access your Account or Card. The Authorized User may be able to use your Account and Card until we receive the request to remove the Authorized User from your Account and we have acted on your request. During this time, you will still be responsible for all Transactions the Authorized User makes using a Card or the Account. You will be responsible even if these Transactions do not appear on or post to your Account until after you remove the Authorized User from the Account. We reserve the right to remove any Authorized User from your Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User's Card, close or suspend your existing Account, and/or require you to change other access credentials.

16. Changes to This Card Agreement

We reserve the right to amend this Card Agreement or the Account at any time, in our sole discretion. We will notify you of the change if required by applicable law.

17. General Information

a. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record Company data and personal information identifying companies and their Beneficial Owners. You agree to provide the required information to open and maintain your Account and agree to keep such information current. We may share this as explained in our Privacy Policy.

b. **Assignment.** You may not sell, transfer or assign your Account or any of your obligations under this Card Agreement without our prior written consent. We may sell, transfer or assign any or all of our rights and obligations under this Card Agreement, including any balances on your Account, without your consent or notice to you. The purchaser, transferee, or assignee may enforce the rights they acquire from us in accordance with this Card Agreement.

c. **Governing Law.** This Card Agreement is made in the state of Maine, and we extend credit to you from Maine. This Card Agreement is governed by the laws of the State of Maine (without regard to its conflict of laws principles) and by any applicable federal laws.

d. **Severability.** If any provision of this Card Agreement is found to be invalid, the remaining provisions will continue to be effective. Notwithstanding any other provision of this Card Agreement, the aggregate amounts charged with respect to any transaction under this Card Agreement, including all related fees or charges deemed to be interest under law, if any, will not exceed the maximum amount permitted by law. If we are deemed to receive as interest an amount that would exceed the maximum amount permitted by law, the receipt of such excess amount will be deemed a mistake and such excess amount (a) will be canceled automatically or (b) if paid, will be (i) credited against the amounts you owe under this Card Agreement to the extent permitted by law, or (ii) rebated to you to the extent such excess amount cannot under law be credited against the amounts you owe under this Card Agreement.

e. **Waiver.** Any delay or failure by us to enforce any provision of this Card Agreement will not be construed as a waiver of such provision.

f. **Survival.** The following terms will survive the termination of this Card Agreement and closure of the Account and will remain in full force and effect: Section 1, Sections 2(c)–(d), Sections 6(c) and (e), Sections 7(d) through (f), Sections 8 through 12, Sections 14–15, this Section 17, and Section 18. In addition, you understand and agree that in opening the Account, we are relying on all representations, warranties, and covenants made by you in this Card Agreement. You further agree that regardless of any investigation made by us, all such representations, warranties and covenants will survive closure of the Account, shall be continuing in nature, and shall remain in full force and effect until such time as the amounts due on the Account under this Card Agreement shall be paid in full, or until this Card Agreement shall be terminated in the manner provided herein, or until the end of any period of survival of the representation, warranties, and covenants under Section 8 or this Section 17(g), whichever is the last to occur.

g. **Headings.** We use section headings to organize this Card Agreement. The headings are for reference purposes only.

h. **JURY TRIAL AND CLASS ACTION WAIVER.** YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS CARD AGREEMENT. IN ADDITION, YOU WAIVE YOUR RIGHT TO JOIN A CLASS OF OTHER PERSONS OR ENTITIES TO BRING A CLAIM AGAINST US, OR TO BRING OR BE A CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING. THIS JURY TRIAL AND CLASS ACTION WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION AGREEMENT SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL AND CLASS ACTION WAIVER. IF A COURT OR ARBITRATOR DETERMINES THAT THE ARBITRATION AGREEMENT BELOW IS INVALID OR UNENFORCEABLE, THE JURY TRIAL AND CLASS ACTION WAIVER IN THIS SECTION WILL NONETHELESS CONTINUE TO APPLY.

18. Arbitration Agreement

We have put this Arbitration Agreement in question and answer form to make it easier to follow. However, this Arbitration Agreement is part of this Card Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Bangor Savings Bank, 24 Hamlin Way, Bangor, Maine 04401. By completing an application for the Account, you agree to the Arbitration Agreement even if you do not use the Account or the Card.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS SECTION SETS FORTH THE CIRCUMSTANCES AND PROCEDURES UNDER WHICH DISPUTES (AS DEFINED BELOW) SHALL BE ARBITRATED UPON THE ELECTION OF EITHER PARTY INSTEAD OF LITIGATED IN COURT. YOU AGREE THAT, BY ENTERING INTO THIS CARD AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

a. Background and Scope.

Question	Answer	Further Detail
What is arbitration?	An alternative to court.	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes.	The hearing is private. There is no jury. In most (but not all) circumstances, it is less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
What is this Arbitration Agreement about?	The parties' agreement to arbitrate Disputes.	Unless prohibited by applicable law, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Agreement cover?	You, us, and certain "Related Parties".	This Arbitration Agreement governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, and affiliates; (2) our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Agreement cover?	All Disputes (except certain Disputes about this Arbitration Agreement).	This Arbitration Agreement governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Agreement, the word "Disputes" has the broadest reasonable meaning. It includes all claims between you and us, including direct and even indirect claims related to your Card or this Card Agreement. It includes claims related to the

		<p>validity in general of this Card Agreement. However, it does not include disputes about the validity of this Arbitration Agreement. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. All issues relating to the scope and arbitrability of this Arbitration Agreement are for the Arbitrator to decide, and not for a court to decide.</p>
<p>Who handles the arbitration?</p>	<p>An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.</p>	<p>Arbitrations are conducted under this Arbitration Agreement and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator will be either: (1) The American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamsadr.com; or (3) Any other company picked by agreement of the parties.</p> <p>If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Agreement. The Arbitrator will be selected under the administrator’s rules. However, the Arbitrator must be a lawyer with at least ten (10) years of experience or a retired judge unless you and we otherwise agree.</p>
<p>Can Disputes be litigated?</p>	<p>Sometimes.</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration.</p>
<p>Are you giving up any rights?</p>	<p>Yes, both you and we are giving up rights.</p>	<p>For Disputes subject to this Arbitration Agreement, you give up your right to: (1) Have juries decide Disputes; (2) Have courts decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Combine or join a Dispute you have with a dispute brought by others; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</p>
<p>Can you or another consumer start a class arbitration?</p>	<p>No.</p>	<p>The Arbitrator is not allowed to handle any Dispute on a class or representative basis unless we have given our prior consent to a class arbitration. All Disputes subject to this Arbitration Agreement must be decided in an individual arbitration. This Arbitration</p>

		Agreement will be void if a court rules that the Arbitrator can decide a Dispute on a class basis without our prior consent and the court's ruling is not reversed on appeal.
What law applies to this Arbitration Agreement?	The Federal Arbitration Act ("FAA").	This Card Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Arbitrator must apply substantive law consistent with the FAA.
Will anything I do make this Arbitration Agreement ineffective?	No.	This Arbitration Agreement stays in force even if: (1) you or we end this Card Agreement; or (2) we transfer or assign our rights under this Card Agreement.
If a court or Arbitrator determines certain terms of this Arbitration Agreement are ineffective, does that invalidate the entire Arbitration Agreement?	No.	If a court or the Arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. The Arbitration Agreement will then be enforceable as so modified.

b. **Process.**

Question	Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute.	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	By following the agreed-upon arbitration administrator's rules for commencing an arbitration.	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Agreement, by following the rules of the administrator whom the parties agreed

		upon. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes.	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you and us.
Can I appeal the Arbitrator's decision?	The ability for you or us to appeal an Arbitrator's decision is very limited.	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Will the Arbitrator's decision be made public?	No, neither you nor us will have the right to make the Arbitrator's decision public.	All aspects of the arbitration proceeding, and any ruling, decision, or award by the Arbitrator, will be strictly confidential for the benefit of you and us.

c. Arbitration Fees and Awards.

Question	Answer	Further Detail
Who bears arbitration fees?	The parties will split the costs of the arbitration.	Unless circumstances warrant otherwise and we agree, the parties will split equally the costs and all fees of the arbitration administrator and arbitrator.
Will the prevailing party be awarded legal fees and costs?	No.	Each party agrees to cover their own fees and costs no matter the outcome of the Arbitration.
Can an award be explained?	Yes.	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

19. State Notices

Residents of All States, including Vermont: You give us, our representatives, and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Account, taking collection action on this Account, or for any other legitimate purposes associated with this Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

Residents of All States, including Maine: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) AND ANY HOLDER OF THIS CARD AGREEMENT FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER MODIFY IT IN ACCORDANCE WITH THIS CARD AGREEMENT.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon, among other things, gender identity or sexual orientation.

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