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# **Important Information About Your Account**

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**Bangor  
Savings Bank**

Member FDIC

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Dear Depositor:

This brochure contains the rules that govern, where appropriate, your deposit account with us and it replaces and supersedes any previous deposit agreement that you may have had with us. Unless it would be inconsistent to do so, words and phrases used in this brochure should be construed so that the singular includes the plural and the plural includes the singular. You will find applicable interest rates, methods, qualifying balances and charges on your product description. Please read this brochure carefully; continued use of your account with us after receipt of this brochure means you agree to these rules, you agree to pay the fees listed in the accompanying Common Fee brochure, and you give us the right to collect the fees, as earned, directly from the account balance. If you have any questions, please call us.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this brochure is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature form for the account or in some other written form.

As used in this brochure, the word “we” means the financial institution and the word “you” means the account holders (all owners and signers on the account).

From time to time we may amend any item of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our buildings.

## **BANGOR SAVINGS BANK FINANCIAL GROUP CUSTOMER IDENTIFICATION POLICY (CIP)**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or is added to an existing one.

What this means to you: When you open an account, have your name added to an existing one or are an authorized signer on a business account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see one or more identifying documents.

As either an owner on a new account, an additional owner on an existing account, or as an authorized signer on behalf of a business account, you acknowledge reviewing the above Customer Identification Policy notification and certify that all information provided is valid and the identification documents presented represents your true identity. You also understand that Bangor Savings Bank may obtain information regarding your identity, credit history, and other banking history from a consumer reporting agency. You further understand if information in the credit report results in a decision to either disallow your signing authority on the account or disallow opening the account, Bangor Savings Bank will communicate this fact to owners and/or

authorized signers on the (proposed) account. You further authorize Bangor Savings Bank to obtain such information at any time from one or more reporting agencies that it may choose as long as you are an authorized signer on the account.

## ACCOUNT OWNERSHIP

**CERTIFYING YOUR TAXPAYER IDENTIFICATION NUMBER** – When you open an account with us, we will request that you provide us with a certification of your correct taxpayer identification number (“TIN”). These certifications must be given under penalty of perjury. If you do not provide us with such a certification, we are required by Applicable Law to withhold a specified percentage of taxable interest, dividend and certain other payments we make to you. This is commonly referred to as “backup withholding.” You must provide us with your TIN number even if you don’t have to file a tax return and you must also certify that you are not subject to backup withholding. We are not required to open (and may close) an account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividend, interest and other payments we make to you to the Internal Revenue Service (“IRS”). We include your TIN in those reports.

Non-resident aliens who are not subject to information reporting must certify to us that they are exempt from withholding status by completing a Certification of Foreign Status of Beneficial Owner (W-8BEN). Each non-resident alien joint owner of a joint account will be required to submit the appropriate W-8BEN Certification Form. We reserve the right to open an account only in the name of non-resident alien owner(s) who have signed and submitted W-8BEN Certification Forms at the time the account is opened and to expand the title or signature form to include the names of additional non-resident alien owners at the time we receive a signed and dated W-8BEN Certification Form from such non-resident alien owner(s).

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

**OWNERSHIP OF ACCOUNT BENEFICIARY DESIGNATION** – Signature Card/Form Designation: The form of ownership for your account is designated on the signature card/form you sign when you open the account. We may rely on those designations for all purposes relating to your account.

1. **Individual Accounts** – By opening an individual account, you are considered by us to be the sole owner of the account. This is regardless of whether any person is designated as a “payable on death” (POD) payee or “in trust for” (ITF) payee as defined in this Agreement. You may designate another person to write checks on the account by granting them a limited power of attorney on a form acceptable to us, without granting them any ownership interest in your account. Otherwise, you will be the only person authorized to use the account.
2. **Joint Accounts** – If your account is in two or more names (without a fiduciary, beneficiary or other designation), it is a joint account and we will presume it is a joint account with right of survivorship, and not as tenants in common, subject to Applicable Law. Each joint owner appoints the other as his or her agent to deposit funds, withdraw and transfer funds, instruct us to stop payment on any item drawn on the account, add additional joint owners to the account, obtain any and all information about the account, and conduct any and all other business on the joint account including, but not limited to, pledging or encumbering (where we may allow the account to be pledged or encumbered) or closing the account. Any joint owner or owners may appoint an attorney-in-fact for the account, but we reserve the right to require the consent of all joint owners. The attorney-in-fact, acting as an agent, can endorse checks, or other payment orders made out to any other joint owner for deposit into the joint account. You agree that any money in a joint account may be paid to any one owner or any of the joint owners, whether or not

we have notice that the other owner or owners are deceased at the time of payment.

One joint owner is not authorized to remove another joint owner from the title of the account without the other joint owner's written consent, but may, however, withdraw all of the funds from the account or close the account. While you may request that the names on your account be connected with the word "and", you agree that we may treat the account like any other joint account and that we may rely on the instructions and/or signature of any one owner or authorized signer, and the rules in this Agreement will apply. Upon the death of a joint owner, the account balance is owned by the surviving owner(s), subject to our right to reimbursement from the account and our right of setoff and security interest in the account, and the estate of the deceased joint owner has no interest in the account. If more than one joint owner survives, they will own the account as joint tenants, with right of survivorship and not as tenants in common.

3. **Payable on Death (POD) and "In Trust For" Accounts** – Subject to Applicable Law, you may, without a written trust document, designate an account to be payable on your death to a designated beneficiary or beneficiaries. Such accounts are generally known as "payable on death" (or "POD") or "in trust for" (or "ITF") accounts. POD and ITF accounts are governed by Applicable Law. You are solely responsible for meeting the terms of Applicable Law in establishing such accounts, including without limitation any titling requirements. We make no representations as to whether the use of a POD or ITF designation is appropriate for the person(s) establishing such an account. You should only make any such designation after consulting with an attorney or other qualified estate planning professional. POD and ITF accounts belong to you during your lifetime and, until your death, the beneficiary(ies) has no interest in the account and may not access the account. Upon your death, or if there is more than one joint owner, upon the death of the last surviving co-owner, all the funds in the account shall be owned in equal shares to the person(s) then living who are named as beneficiary(ies). At our option, we may pay the funds in the account in equal shares to each living beneficiary(ies) or pay the funds by issuing a check in the name of all living beneficiaries and giving the check to any one beneficiary, subject to our right of setoff and security interest. The money in the account will not be inherited by your heirs or controlled by your will. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account.
4. **Transfers to Minors** – You may make a gift of money to a minor under Applicable Law by opening an account in the name of the minor with you listed as Custodian. Only you are authorized to act on the account. As Custodian, you will abide by Applicable Law by notifying us in writing immediately at the time the minor reaches the age of majority or upon the death of the minor. After notifying us of either of these events, your authority over these accounts continues only to the extent allowed by Applicable Law. Before we receive such notice and have a reasonable opportunity to act on it, we may honor any checks or drafts written on the account without incurring any liability to the minor or to any third party. You will be liable to us for any losses we incur because of your failure to give us prompt written notice or otherwise abide by Applicable Law.
5. **Power of Attorney Accounts** – To the extent permissible by Applicable Law, we may reject a power of attorney from you that is not the original, if allocable, the statutory form. If a power of attorney is accepted by us, any action by us in reliance on your attorney-in-fact will be binding on you if we take action before we receive (1) a signed written revocation of the power of attorney (2) a certified copy of your death certificate; or (3) a certified copy of a court order declaring you incapacitated or appointing a guardian for your person or property. You authorize and direct us to receive, accept, pay and/or apply, without any duty or inquiry, without limit as to amount, and without regard to the application of the proceeds, any check or other instrument for the payment of money drawn by your attorney-

in-fact on or payable from your accounts including, but not limited to, those endorsed to the order of your attorney-in-fact or otherwise for your personal credit of your attorney-in-fact. We are not liable for the misapplication of funds from your account by the attorney-in-fact.

- 6. Agency and Fiduciary Accounts** – If an individual is acting as an agent, guardian, personal representative, trustee, custodian, representative payee, or in some other fiduciary capacity (collectively “Agent”) on your account, then this must be so designated on the signature card/form. Otherwise, it will be assumed that the account is owned in an individual capacity. We are authorized to follow the directions of the Agent regarding the account until we receive written notice that the agency has been terminated and we have a reasonable time to act upon the notice. We are not liable for the misapplication of funds from your account by the Agent. Unless we have been provided with a complete copy of the agreement, court order or other document under which the account is opened, we are authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

**RELIANCE ON YOUR SIGNATURE FORM/CARD** – If for some reason you have not signed a signature form or we do not have your signature form, we will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instruction is authorized. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, if any, specified on your account records, except as they determine to whom we pay account funds.

**AUTHORIZED SIGNERS (Personal Accounts Only)** – An authorized signer is not permitted on personal accounts.

**MULTIPLE SIGNATURES (Business Accounts Only)** – A business may choose to require multiple signatures as a component of their internal business practices. The Bank may accommodate this internal practice by allowing this information on signature forms and resolutions for the convenience of the customer. However, the Bank assumes no responsibility or liability to monitor or audit adherence to this practice.

**FACSIMILE SIGNATURE MACHINES or SIGNATURE STAMPS** – The use of a facsimile signature machine or a signature stamp by an account owner or authorized signer is for your benefit and the Bank has no obligation to verify or authenticate the validity of such stamp or signature machine. In addition you agree to indemnify and hold harmless the Bank against all claims, demands, actions, suits, proceedings, judgments, decrees, debts, costs, fees and expenses of any kind whatsoever, including attorneys’ fees, which may at any time be asserted by any person, firm, corporation or government agency arising out of acceptance, negotiation, etc. of any check presented bearing a signature stamp or facsimile signature.

## **TERMS AND CONDITIONS OF YOUR DEPOSIT ACCOUNT**

**LIABILITY** – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys’ fees.

**DEPOSITS** – Any items, other than cash, accepted for deposit (including items drawn “on us”) will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the date of deposit in U.S. dollars).

We are not responsible for transactions initiated by mail or outside depository until we actually record them.

We have the right, but are not obligated, to endorse any non-cash items submitted for deposit into your account and deposit them into your account and the right to not accept items that contain multiple, missing or improper endorsements. We also have the right to limit, refuse, hold, or return any deposit. You agree to reimburse us for any losses we incur because you fail to endorse an item exactly as drawn; you deposit an item with a missing endorsement, or resulting from or arising out of any return of any deposited item for any reason whatsoever.

**CHARGEBACKS** – All deposited items (including those drawn on another account at the Bank) are credited subject to final payment and our receipt of proceeds. Until we receive final payment on your deposited items any credit that we provide to you is provisional credit for the item. Without prior notice to you, we may charge back any item at any time before final payment, whether returned or not and we may also charge back any item drawn on us if the item cannot be honored against the drawer's account. If you have insufficient funds in your account to cover a returned item, we may overdraw your account in accordance with this Agreement.

If any check or other item deposited in your account is returned to us by the bank on which it was drawn through the Federal Reserve, a clearinghouse or other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the bank on which the check was drawn returned the check before its midnight deadline. Furthermore, if after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it is drawn because someone has made a claim that the check or other item was altered, forged, unauthorized, or should not have been paid for some other reason, we may debit your account for the amount of the item. If you have insufficient available funds in your account to cover a returned item, we may overdraw your account in accordance with this Agreement in an amount equal to such check or other item. You agree to reimburse us for any cost or expense we incur in connection with such claim (including, without limitation, attorney's reasonable fees and court costs) and agree that we may impose fees against your account for processing any such claim as may be reflected in our Fee Schedule, as may be amended from time to time.

**RETURNED ITEMS** – If a check or other items you deposit or we cash is returned to us for any reason, at any time, we may debit your account for the amount of the item. We may also charge you a fee for each returned item. We may debit your account for a returned item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that the item is being returned to us – whichever is earlier. Furthermore, if an item deposited in your account has been paid by the financial institution on which it is drawn and that institution later returns the item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, we may debit your account for the amount of the item. If you have insufficient funds to cover a returned item, we may overdraw your account. You agree to repay us the amount of such overdrafts immediately.

In some cases the financial institution on which the returned check or item is drawn may send us an electronic notice of return instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return just as if the original item has been returned.

For each returned item drawn in a foreign currency, we charge your account the U.S. dollar equivalent of the item. We may calculate the U.S. dollar equivalent by using our applicable exchange rate that is in effect when we process the return item. You agree to reimburse us for any cost or expense we incur in connection with such claim (including, without limitation, attorney's reasonable fees and court costs) and agree that we may impose fees against your account for processing any such claim as may be reflected in our Fee Schedule, as may be amended from time to time.

**TRANSACTION PROCESSING ORDER** – We pay chargebacks and other debits from transactions occurring prior to current date posting first, then pay over the counter withdrawals and debit memos. Next we pay ATM transactions from lowest to highest dollar amount, and then we pay debit card PIN transactions followed by debit card signature transactions from lowest to highest dollar amount. We pay internal transfers between Bangor Savings Bank accounts, and



then we pay checks deposited into your Bangor Savings Bank account. We then pay checks deposited or processed at other banks, in the order of lowest to highest check number (consecutive). ACH transactions are then paid in the order of lowest amount to highest amount, followed by any fees assessed to your account. Also, please be aware that the payment of items may create multiple overdrafts during a single banking day for which you will be charged our standard NSF fee as noted in our common fee schedule for each overdraft whether paid or returned, up to a limit of 6 per day.

**WITHDRAWALS** – Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature form, including authorized signers (business accounts only), may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. The bank may charge a check against the account even though payment was made before the date of the check, unless the customer has given notice to the bank of the post dating describing the check with reasonable certainty. The notice must be received at such time and in such manner as to afford the bank a reasonable opportunity to act on it before the bank takes any action with respect to the check. The bank is under no obligation to pay a check, other than a certified check, which is presented more than six months after its date, but may charge the account for a payment made thereafter in good faith.

The fact that we may honor withdrawal requests that overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close the account. If we choose to pay the check or debit, you agree to repay the overdraft immediately, and you agree that the overdraft and any NSF fee may be repaid out of subsequent deposit to your account or set off against such deposit to your account or any other account with us, including without limitation deposits of Social Security income or other government benefits.

We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply to the frequency limitations. On interest bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty.

We offer a variety of check styles and other withdrawal forms for your use. We recommend that you use checks and other forms that we offer. Unless we have approved them in advance, we may refuse to accept check or other forms that you create or someone else provides to you. If you use check or other forms that do not meet our specifications at any time, you are responsible for, and agree to indemnify and hold us harmless from, the result (such as if our equipment is unable to read or process the non-standard checks). You may obtain a copy of our check printing specifications by calling us toll free at 1.877.Bangor1 (226.4671). The specifications include the magnetically encoded numbers, the size of the check and the weight, color and type of paper. If you create or obtain checks or other forms from someone else and we cannot process some or all of them through our automated check processing systems, we reserve the right to charge you per-item fees on those checks or other items.

**Passbook Accounts – The passbook must be presented for withdrawal transactions.**

**Time Deposit Early Withdrawal Penalties** – We may impose a penalty if you withdraw any of the principal before the maturity date.

There are certain circumstances, such as the death or legal incompetence of an owner, where we may waive this penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

For any time deposit that earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

**CHECK LEGENDS AND RESTRICTIVE LANGUAGE ON CHECKS** – We may disregard restrictive language placed on any check or item. For clarity, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Void Over \$500," "two signatures required," or other statements. In accordance with reasonable commercial standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable commercial standards by processing checks and other items through automated processing systems.

**STALE-DATE AND POST-DATED CHECKS** – If a check dated more than six months in past (that is, a "stale-dated check") is presented for payment against your account; we may pay the check and charge it to your account. If a check dated in the future (that is, a "post-dated" check) is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before its date. If you do not want us to pay a stale-dated or post-dated check, you must place a stop payment order on it.

**THIRD PARTY CHECK CASHING** – From time to time, a person who is not our customer may attempt to cash a check that you have drawn on your account. Cashing an item for a non-customer exposes us to certain risks that are not present if the item is deposited at another financial institution and presented to us by that financial institution through the ordinary course of the check collection system. As a result, you also agree that we may impose various additional identification, security and other requirements on a non-customer seeking to cash such checks at one of our branches. These requirements may include, without limitation, submitting one or more forms of identification. You agree that we will not be liable for wrongful dishonor for refusing to cash the item if payee refuses to comply with such reasonable security measures.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED** - If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

**STOP PAYMENTS** – You may ask us to stop payment on checks drawn on your account that we have not paid. A stop payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item, and, by any other person, even though such person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A stop payment order will expire after six (6) months and, and if provided verbally, we may request that you sign a Stop Payment form and return it to us in a timely manner. Upon expiration, the stop payment order may be renewed in writing. We will charge a stop payment fee for each stop payment order you give us. A release of the stop payment request may be made by any person who is authorized to draw checks against the account. If the information you give us is not correct or if you do not give us other reasonable information requested about the check, if you have issued more than one check with the same serial number, you generate your own checks and they do not have MICR encoding, we will not be responsible if we are not able to affect the stop payment.

To place a stop payment, call or write us at:  
1.877.Bangor1 (226.4671) or at Bangor Savings Bank, P.O. Box 930, Bangor, ME 04401

**Stop Payments on Official Checks** - You are not permitted to place stop payment orders on treasurer's checks, official checks, or money orders. If you lose a treasurer's check, official check, or money order, or if such an item has been stolen or destroyed, we may require you to provide a declaration of loss and affidavit before we re-issue the item. We may require that you wait ninety (90) days before honoring your claim and will not be liable to you if such an item is cashed prior to the ninety (90) days.

**ABANDONED AND DORMANT ACCOUNTS** – If you fail to notify us in writing of any changes to your current mailing address or you fail to utilize your account, your account and deposits may be presumed dormant or even abandoned after a certain period of time as determined by Applicable Law. Dormant accounts may be subject to an inactive account fee and standard service fees may also be imposed on accounts presumed to be abandoned. Accounts that are presumed to be abandoned will be escheated to the state in accordance with Applicable Law.

**STATEMENTS** – For your safety you should review your deposit account statement in a timely fashion and alert the bank immediately of any claims of unauthorized or missing transactions. If you do not notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 30 days) after we send or make available to you your statement and items: (1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 30 days of when we send or make available to you the statement and items. You must report any other problem (e.g., erroneous statement or passbook entry, missing signature, etc.) within this 30-day period or lose your right to assert the problem against us.

**ACCOUNT CLOSURE** – You or we may close your account at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings or interest-bearing checking account by withdrawing your funds. You or we may close your time deposit account at maturity without advance notice. If your account reaches a zero balance, we may consider your account closed. This Agreement continues to govern matters related to your account even after your account closes. If we close your account, we may mail a check to you at the address we currently show for your statement. We may either return deposits, checks or other items that we receive after your account is closed or in the case of deposits reopen the account and accept the deposit, without our being liable to you.

**EARLY ACCOUNT CLOSURE FEE** – An early account closure fee for checking/savings/market rate/money market accounts is charged if the account is closed within 90 days of account opening. See the Common Fees disclosure for the specific amount.

**RECORDING AND MONITORING TELEPHONE CALLS** – We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by Applicable Law.

**ACCOUNT TRANSFER OR ASSIGNMENT** – This account may not be transferred or assigned. Your savings account or time deposit account may be assigned or pledged by you only with our prior written consent (which we may withhold in our sole discretion) and upon receipt of any documentation we may require. You may not pledge your IRA or SEP account as collateral for any loan.

**SET-OFF** – You each agree that we may (without prior notice and when permitted by law) set off the funds in any account you have with us against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance for the due date which we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or other tax deferred retirement account, or (b) the debt is created by a consumer credit transaction

under a credit card plan, including amounts covered by your overdraft line of credit, or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) is prohibited by Applicable Law. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to setoff.

**BANGOR ONLINE ACCESS** – You must access Bangor Online every 90 days to ensure that your user ID and password remain active.

## COMPLAINT RESOLUTION PROCEDURE

If you have a dispute with us regarding your deposit account, contact us and attempt to resolve the problem directly. However, if you feel we have failed to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
Consumer Outreach Program  
36 State House Station  
Augusta, Maine 04333-0036

To file a complaint electronically,  
you may contact the Bureau of Financial Institutions at  
[www.maine.gov/pfr/financialinstitutions/complaint.htm](http://www.maine.gov/pfr/financialinstitutions/complaint.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the result of the investigation. When your complaint involves a federally chartered institution, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

## BANK SERVICES

**TELEPHONE TRANSFERS** – A transfer of funds from this account to another account with us, by telephone, if otherwise permitted or arranged for, may be made by the same persons under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a Statement Savings, Money Market Statement or Market Rate Statement account to another account to a maximum of six per month (less the number of certain "pre-authorized transfers" during the month). Other account transfer restrictions are shown elsewhere in this brochure.

**AUTOMATIC FUNDS TRANSFER (AFT)** – An automatic funds transfer agreement may be established to automatically transfer money from one account to another account or to repay a loan (all accounts must be at Bangor Savings Bank for this type of transfer). By establishing this agreement, you agree to maintain a sufficient balance in the account from which the transfer is made. If there are not sufficient funds in the account from which the funds are being transferred, the account may become overdrawn and you will be responsible for any and all fees associated with that transaction, including, but not limited to those related to any No Return Benefit advances. Transfers to make loan payments can only be made on the date specified in the loan contract. If the transfer date is on a non-business day, the transfer will be completed on the prior business day. The transfers will occur periodically and for the same amount each time. Termination of the agreement must be made in writing and will be effective no later than five (5) business days after receipt of the notice by the Bank. We may terminate this agreement by sending you a written notice. Federal regulations place limits on the number of automated transfers you make from savings, Money Market or Market Rate accounts.

**OVERDRAFT SERVICES** – Bangor Savings Bank recognizes that our customers lead busy lives and may occasionally experience cash flow shortfalls. Your financial well-being is important to us. In the event your checking account balance temporarily drops below zero, overdraft fees on items paid or returned will not exceed six (6) fees per day, regardless of the number of items paid

or returned. Please note the following personal money management resources and tools are available:

- Maine Office of the Treasurer: TeachME Financial Literacy @ <http://www.maine.gov/treasurer/teachmefinlit/index.html>
- FDIC: Financial Education & Literacy @ <http://www.fdic.gov/consumers/education/>
- Bangor Savings Bank text and email alerts: As a Bangor Savings Bank customer, you have the ability to create text messages and email alerts through your Bangor Online account. You can easily and quickly set a minimum balance notification and we will send you a text and/or email when your account balance reaches or falls below that limit.
- Additional overdraft protection: Bangor Savings Bank offers alternative overdraft protection through our Standby Money Line of Credit, and our Account-Link Overdraft Protection.

**NO RETURN BENEFIT CUSTOMER OVERDRAFT POLICY** – An overdraft or insufficient balance could result in several ways, such as

1. the payment of checks, electronic funds transfers or other withdrawal requests;
2. payments authorized by you;
3. the return of unpaid items deposited by you;
4. the imposition of bank service charges; or
5. the deposit of items which, according to the bank's Funds Availability policy, are treated as not yet available or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your checking account in good standing (defined as making regular deposits and bringing your account to a positive balance at least once every 30 days) and there are no legal orders outstanding we may approve your reasonable overdrafts as a non-contractual courtesy. Keep track of your account balance and your transactions to avoid this result. You may opt out of this privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, you should note that the amount of the overdraft plus the bank's standard NSF fee (per item) would be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. You will be notified by mail of any NSF items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our standard NSF/overdraft fee that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and agent, shall be jointly and severally liable for such overdraft plus our standard NSF fee as disclosed in our Common Fee Schedule.

No Return Benefit should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. In the event you would like to opt out and have this service removed from your account, you may do so by calling 1.877.Bangor1 (1.877.226.4671). Bangor Savings Bank offers additional products that may provide more cost-effective options for overdraft protection, including Standby Money Line of Credit (subject to credit qualifications) and Account-Link Overdraft Protection. If you obtain either of these overdraft protection options, any available funds in the line of credit or the checking, money market or savings account tied to your primary checking account are accessed before the No Return Benefit service is activated.

You should note that your No Return Benefit limit is not reflected in your balance provided by a teller, Bangor Online, 24-Hour Phonebanking or at the ATM.

**Limitations of No Return Benefit:** No Return Benefit is a non-contractual courtesy that is available to select individually/jointly owned accounts in good standing for personal or business

use. Bangor Savings Bank reserves the right to discontinue this service without prior notice.

If an individual overdraws and requires assistance with repaying the No Return Benefit amount on a personal account, he or she should contact their local branch and inquire about the Fresh Start program prior to day 60 of being overdrawn. Participation in the optional Fresh Start repayment program allows for the checking account to remain open, but results in the No Return Benefit limit being permanently suspended and not available on current or future checking accounts. The Fresh Start program is not available for repayment of No Return Benefit overdrafts on non-personal accounts.

**Under our standard overdraft practice, you will be charged the following by Bangor Savings Bank if you overdrawn your account:**

- A fee will be charged for each overdraft item, as disclosed in our Common Fee brochure
- We limit, to six, the number of overdrawn items we charge you for in a single day, though we may choose to pay additional items
- We do not charge a fee if the overdrawn amount is \$5.00 or less

**Eligibility Restrictions:** No Return Benefit is not available to “representative” account registrations. Some examples of “representative” registrations are: estate accounts; representative or federal payee accounts; “in-trust-for” accounts; Parent and Next Friend accounts; Maine Uniform Transfers to Minors accounts (UTMA); and conservator accounts. Please note that this list is not all-inclusive.

**No Return Benefit Service and ATM and Everyday Debit Transactions** – For accounts that qualify for No Return Benefit service, our standard overdraft practice, we may authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

**We do not authorize and pay overdrafts for the following transactions unless you specifically opt-in to have these transaction types covered by your NRB service.**

- Everyday debit card transactions
- ATM withdrawals

**If you have not opted-in and want Bangor Savings Bank to authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch. We pay overdrafts at our discretion, which means that **we do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

**If you would like to opt-out of having Bangor Savings Bank authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**We also offer other overdraft protection plans.** These include our StandBy Line of Credit and our Account-Link Overdraft Protection. These may be less expensive than our standard overdraft practices. To learn more, contact the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**ACCOUNT-LINK OVERDRAFT PROTECTION TRANSFERS** – A Transfer Authorization for Account-Link Overdraft Protection agreement may be established to automatically transfer funds from a checking, money market or statement savings account to a primary checking account to cover overdrafts. All accounts must be at Bangor Savings Bank for this type of transfer. Account registrations must be the same. Amounts transferred are in the exact amount required to cover the total amount overdrawn. There is a transaction fee per transfer as noted in our Common Fee Schedule. If the checking, money market or savings account does not have sufficient funds to cover the overdrawn amount, whatever funds are available will be transferred and applied to the

overdrawn checking account. If an overdrawn balance remains in the checking account after the transfer, other fees may apply as disclosed in the Common Fee Schedule. Termination of the Transfer Authorization for Account-Link Overdraft Protection agreement must be made in writing and will be effective no later than five (5) business days after receipt of the notice by the Bank. We may terminate this agreement by sending you written notice.


**DIRECT DEPOSITS** – If, in connection with a direct deposit agreement, we deposit any amount in this account that you were not entitled to, represents a duplicate credit, is an incorrect amount, or you were not the intended recipient of the deposit, you authorize us to deduct the amount of our liability from this account or from any other account you may have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

## SECURITY

**SAFE COMPUTING PRACTICES** – Several precautions can be taken to safeguard your computer and information during everyday use. Each time you connect to the Internet to exchange information you open a pathway from the outside world to your computer. The security tips below can help you to closely guard that pathway and reduce the risk of malicious content making its way into your computer.

**Anti-Virus Software** – Installing anti-virus software on a computer helps to protect it from virus, worms, and Trojan horses. The software scans files that you download from the Internet or receive in an email. If the file contains malicious content the anti-virus software will warn you and destroy the file, should you desire. In order to be effective, it is important that anti-virus software is kept up-to-date since new viruses and worms are created every day.

**Firewalls** – While viruses can be used to attack a computer from the inside, hackers can also try to invade a computer from the outside. Firewalls can be used to block such attacks, filter infected files or emails and alert you if an unauthorized user tries to access your system.

**Encryption** – To protect information traveling over the Internet, the data is encrypted before it is sent. The stronger the encryption the less likely someone else will be able to read it should the data be intercepted. If a Web page is encrypting data, a lock (like this one ) will appear at the bottom of your web browser.

**Passwords** – A password is a key you use to access your information on a computer or through the Internet. If someone else figures out your password they too have the ability to access your information. The more complex a password is the less likely someone else will be able to figure it out and use it. When creating passwords for your online accounts at Bangor Savings Bank, and its subsidiaries, keep the following tips in mind:

- Whenever possible, use a mix of uppercase and lowercase letters, numbers and symbols in your password.
- Create a unique password for each application or Internet service that you use.
- Avoid using words, or even part of a word, that can be found in the dictionary.
- Do not create your password out of things that are closely tied to you, such as your name or birth date.
- Change your passwords often, even if the system you are using does not require you to.

**Software Updates** – It is important to keep your computer software up to date. Many viruses and worms take advantages of bugs in software for which patches and fixes already exist. Frequent updates will seal those areas that a virus could otherwise exploit.

**Log-Off** – Remember to log-off and close your browser when you are finished using a secure Web site or application. Should you forget to do so, the next person that uses that computer may be able to access your account. For this reason, it is best to access accounts with sensitive information from your home rather than from a public computer.

Identity theft occurs when someone else uses your personal information to open a bank account, acquire a credit card or engage in other fraudulent acts. A victim of identity theft may find they are unable to secure a loan due to damaged credit or may even face criminal charges for acts the thief committed under the victim's identity.

**IDENTITY THEFT** – The best way to protect yourself from identity theft is to protect your information:

- Keep your social security card in a safe place; do not carry it with other personally identifying information or write your social security number on a check. Give it out only if absolutely necessary and ask that they use a different identifier.
- Shred documents that contain account numbers or other sensitive material before discarding them.
- Report lost or stolen ID cards, licenses or credit cards.
- Be on alert should you fail to receive your regular account statements.
- Never keep a record of your passwords or use sensitive information as your password.
- Don't give out personal information on the telephone, through the mail, or over the internet unless you know who you are dealing with.
- Never click on links sent in unsolicited emails; instead, type in a web address you know. Use firewalls, anti-spy ware, and anti-virus software to protect your home computer; keep them up-to- date.
- Don't use an obvious password like your birth date, your mother's maiden name, or the last four digits of your social security number.
- Keep your personal information in a secure place at home, especially if you have roommates, employ outside help, or are having work done in your house.

**Resources:**

- "Take Charge: Fighting Back Against Identity Theft"  
A thorough discussion of identity theft is provided in this article, including how identity theft occurs and how to minimize your risk.
- FTC National Resource for Identity Theft  
The Federal Trade Commission keeps a site on identity theft that includes consumer and business information as well as the steps you should take if you suspect your identity has been stolen.
- Guard Against Internet Thieves and Electronic Scams  
The Federal Deposit Insurance Corporation (FDIC) has produced a multimedia presentation to help consumers protect themselves from identity theft. The presentation provides information on steps consumers should take to secure their computer and protect themselves from identity theft, as well as actions consumers should take if they become a victim of identity theft.

**PROTECTING YOURSELF AT ONE OF OUR ATMs** – ATMs are a great convenience, in part because they are available at night or in remote locations where we do not have branches. Because of that, we offer you the following helpful suggestions to exercise good judgment and care when using our (or anyone's) ATM.

1. Your ATM Card and Personal Identification Number (PIN)
  - a. Protect your card by keeping it in a safe place. If your card is lost or stolen, you should notify us immediately.
  - b. Protect your PIN. Never give your PIN to anyone, and don't write your number anywhere (never on your ATM or debit card) and you should never write your number anywhere, especially on your card. Do not choose a PIN that is obvious (such as telephone numbers, addresses, or birth dates).
  - c. Never give information about your card or PIN over the telephone. We will never ask you for this information. You should refuse any requests for this information and immediately notify us.
2. Using ATMs



- a. Prepare your transactions before going to the ATM. If you are making a deposit, have your cash and/or checks and your deposit slip placed inside a deposit envelope in advance (not required with "intelligent"/smart ATMs).
- b. Park in well lit areas close to ATMs.
- c. To avoid instances of "shoulder surfing", shield the keypad with your hand or body while entering your PIN.
- d. Take all transaction receipts and records with you when leaving the ATM. Keep these documents in a safe place with your other account records so that you can compare it against your account statement.
- e. Do not open locked ATM vestibule doors for others.
- f. If you use a drive-up ATM, be sure passenger windows are rolled up and your doors are locked.
- g. Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
- h. Put cash away promptly and count it later in the safety of your car or home.
- i. Report all crimes immediately to law enforcement officials and your local Bank branch.

## **BANK ADMINISTRATION OF CHECKING ACCOUNTS**

This notice describes how the Bank reports and administers checking accounts as required by Federal Regulation DD and other external reporting regulations. In its records, the Bank may establish sub-accounts for checking accounts. These sub-accounts consist of a checking sub-account and a savings sub-account. The Bank may, in the course of routine processing and record keeping functions, transfer balances in checking accounts between checking sub-accounts and savings subaccounts. These transfers will not affect available balances, electronic transfers, interest earnings, or FDIC insurance. These subaccounts and transfers will not appear on regular account statements or ATM and online banking statements. The balance accounting has no effect on the daily use of your account.

For checking accounts that are classified as interest earning accounts, the method of interest calculation and the APY will not change as a result of the use of sub-accounts. For checking accounts that are classified as non-interest earning, the savings sub-accounts will be non-interest earning.

All other rules governing the Banks regular checking and savings accounts will apply to checking sub-accounts and savings sub-accounts and are noted in this Agreement.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from you account or that we withdrew money from your account more than once for the same check.) The losses you may attempt to recover under this procedure may include the amount that was

withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest of the amount on your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500, of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 40 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1.877.Bangor1(226.4671) or at Bangor Savings Bank, P. O. Box 930, Bangor, ME 04401. You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

**Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## **ELECTRONIC FUNDS TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Funds Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions.

**Business Days** – Our business days are Monday through Friday. Holidays are not included.

**Direct Deposits** – You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, Money Market or Market Rate account.

**Preauthorized Withdrawals** – You may make arrangements to have certain payments made from your Checking, Statement Savings, Money Market or Market Rate Statement account.

**Telephone Transfers** – These are the types of transfers you may access by telephone on your accounts by using your account numbers, to:

- transfer funds from Checking, Statement Savings, Money Market Statement or Market Rate Statement accounts to Loans, Savings, Money Market, Market Rate or Checking accounts; or
- Inquire on account balances.

**Electronic Fund Transfers Initiated By Third Parties** – You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network.

Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. By establishing this agreement, you agree to maintain a sufficient balance in the account from which the transfer is made. If there are not sufficient funds in the account from which the transfer is made, the account may become overdrawn and you will be responsible for any and all fees associated with that transfer.

NOTE: When ordering checks or other account supplies through the Bank you agree that your account will be automatically debited for applicable charges.

**Electronic Check Conversion** – You may authorize a merchant or other payee to make a one-time electronic payment through the Automated Clearing House Network from your checking account using information from your check to:

- (i) Pay for purchases.
- (ii) Pay bill.

Your authorization for such payments may occur in a number of ways. For example, it occurs when the merchant posts a sign informing you of their policy to conduct such conversions. Since the party you are paying is required to obtain your authorization before making such conversions, you agree that we are not responsible for doing so or for verifying that you have authorized such a conversion.

**Notification Procedure** – You should also call 207.942.5211 or toll free at 1.877.Bangor1 (226.4671) or write to the address listed at the end of the Electronic Funds Transfer section if you believe a transfer has been made using the information from your check without your permission.

**Transaction Limitations** – We are required by Federal regulation to limit third-party transactions or preauthorized transfers to six per statement cycle. Types of transactions that fall within this limit per statement period are preauthorized, automatic or telephone transfers, ACH debits, transfers from your savings accounts under an agreement to cover overdrafts on a transaction account, or a transfer from a savings account at your telephoned request made either directly to a bank employee or indirectly through Phonebanking or transfers made by personal computer (including online banking or bill paying services), as well as withdrawals by check, draft, debit card or similar order to third parties (includes wires not completed in person). Violations of excessive transaction limitations may constitute conversion to a transaction account or account closure.

You may make unlimited withdrawals or transfers to another Bangor Savings Bank account in person or at an ATM.

## **DEBIT MASTERCARD CUSTOMER AGREEMENT**

We are Bangor Savings Bank, 3 State Street, P.O. Box 930, Bangor, ME 04402-0930 and our telephone number is 1.877.Bangor1 (1.877.226.4671) from within the United States, or 207.942.5211.

You (if this is a joint account, singular pronouns shall include each of you) hereby agree to the rules and regulations affecting the issuance of any Debit Card provided by us for your convenience. Throughout the agreement, the term “checking/savings account” refers to Checking and Statement Savings Accounts. (You may only perform cash withdrawals from a statement account.)

**Personal Identification Number (PIN)** - the PIN provided by us will be your “remote banking signature,” and you are responsible for maintaining its confidentiality. The PIN should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

**Authorized Use** - Only you are authorized to deposit or withdraw funds to or from your account with the use of this card and positive identification may be requested prior to any transaction.

**Consumer Liability for Unauthorized Transactions** – Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, after you learn of the loss or theft of your card or PIN, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your card without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00).

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 day period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time periods.

A cardholder will have zero liability for unauthorized use of a Debit MasterCard only if the following conditions are met: The cardholder has exercised reasonable care in safeguarding such card from risk of loss or theft, the cardholder has not reported two or more incidents of unauthorized use in the preceding 12 months, and the cardholder's account is in good standing.

Zero liability does not apply to MasterCard branded cards issued to entities that are not natural persons, cards issued outside of the U.S. region, or if a PIN is used as the cardholder verification method for an unauthorized transaction(s). Other protections apply; please refer to your deposit agreement for details.

**Notification Procedure** - If you believe that your card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement; or write to us at the address given at the end of this Agreement.

**Business Days** - Our business days are Monday through Friday. Holidays are not included.

**Types of Transactions Available** - The types of transactions you may perform using your Bangor Savings Bank Debit Card may vary depending upon whether you are at a CIRRUS®, NYCE®, Allpoint® or MasterCard remote banking facility. These types of transactions are outlined below. From time to time we may notify you of changes in or additions to the types of transactions which you may perform at authorized Remote Banking Facilities. Such notification shall be considered an amendment to this agreement.

1. Bangor Savings Bank Automated Teller Machines: You may use your card to withdraw funds from or deposit funds to your checking or statement savings account. Deposits are not accepted at off-premise Bangor Savings Bank ATMs.
2. MasterCard - Retail store locations or Automated Teller Machines: You may use your card to withdraw funds or debit your checking account for a retail purchase.
3. POS Locations: You may use your card to purchase goods or withdraw funds from your checking account. (You may only perform cash withdrawals from a statement account.)

4. CIRRUS® System, Allpoint® or NYCE® System ATMs: You may use your card to withdraw funds from your checking/statement savings account.

**Charges for Electronic Fund Transfers Within the United States** – There will be no fees assessed when using an ATM operated by Bangor Savings Bank or any other bank or financial institution. Accept all fees when you use another financial institution's ATM and we'll refund the charges within three business days.

**Charges for Electronic Funds Transfers Outside the United States** – No ATM usage fee is assessed by Bangor Savings Bank when using an ATM outside the United States. When you process an international ATM transaction and the fee is presented separately (clearly showing how much we need to rebate), we will refund ATM usage fees assessed within three business days. However, it is not always clear during an international ATM transaction that a fee has been charged. In these cases where a separate ATM usage fee is not presented, we will automatically rebate \$3.00 USD for each international ATM transaction. If the ATM usage fee you pay is more than \$3.00 USD, please visit a branch or contact us at 1.877.Bangor1 (1.877.226.4671).

**Limitation on Frequency and Amount of Transactions** - For security reasons there are limits on dollar amounts of transfers you can make using automated teller machines, point-of-sale, or retail terminals.

**Delays in Posting Transactions** - Due to the nature of the remote banking system, there may be delays between the time of any banking transaction at a remote banking facility and the time it is shown on our records of your account(s).

**Conditions Under Which We Will Disclose Information to a Third Party** - We will disclose information to third parties about your accounts or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission.

**Documentation of Transfer** - You can get a receipt at the time you make any transfer to or from your account using one of our ATM machines or point of sale terminals. You will receive on a monthly basis a statement of your account activity.

**Error Resolution** - In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed at the end of this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name, contact information and account number (if any).
2. Describe the error(s) on the transfer(s) you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the date(s) and dollar amount(s) of the suspected error(s).

If you notify us of the error orally, we may require that you provide a written statement of your complaint or question within 10 business days.

We strive to resolve errors within 10 business days after we hear from you (5 business days for non-PIN based POS transactions or 20 business days for new accounts); however, we may require additional time to complete our investigation of the error. This extension of time to investigate the error may take up to 45 days (90 days for POS debit card transactions, transactions not initiated from within the U.S. or transactions from new accounts).

If we require additional time to investigate your claim, we will provide provisional credit to your account, within 10 business days of you notifying us of the error, for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation.

If we request that you put your complaint or questions in writing and we do not receive it within 10 business days of your verbal complaint, we may not provide provisional credit to your account.

If we determine that no error has been made, we will notify you of the results of our investigation, in writing, within three business days of completing our investigation. If no error was made, provisional credit will be reversed and we will honor any preauthorized transfers, checks and drafts payable to third parties for 5 business days after sending you the notice (up to the amount of the provisional credit) charging no fees for resulting overdraft. You may request copies of the documents that we used in making our determination.

If we determine an error has been made, we will correct the error within one business day of completing our investigation. Any fees or charges imposed as a result of the error will be credited to your account. We will notify you, in writing, that the provisional credit provided to you is final.

**Overdrafts** - If any withdrawal(s) with your card creates a negative balance in your account(s), you shall pay to us the amount of such overdraft, including usual overdraft charges in the same manner as any other overdraft on such an account. Use of your card may activate any overdraft line of credit and/or any No Return Benefit amounts.

**Cancellation** - Your card remains our property and immediate surrender of it may be required by us at any time. We may cancel the card at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us.

**Disclaimer of Liability** - We expressly disclaim all warranties that the remote card systems or components, including but not limited to, cards and terminals shall function properly or be available to us.

**Agreement Modification** - The Agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the "Debit Card" system or a customer's account. We will notify you within thirty (30) days after the change. We will notify you in writing twenty-one (21) days prior to the effective date of any change in any term or condition of the Agreement of your account, if such change would result in greater cost or liability for you or decreased access to your account.

**Bangor Savings Bank's Liability for Failure to Make Transfers** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable, for instance: if through no fault of ours you do not have enough money in your account to make the transfer; if the transfer would go over the credit limit on your overdraft line and/or any No Return Benefit amount; if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken; if the automated teller machine where you are making the transfer does not have enough cash; if the system was not working properly and you knew about the breakdown when you started the transfer. There may be other exceptions stated in our agreement with you.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call: 1.877.Bangor1 (877.226.4671) M-F 7:30 a.m.-7:30 p.m. or Sat. 8:00 a.m.-3:00 p.m.

BANGOR SAVINGS BANK  
CUSTOMER CARE CENTER  
P. O. BOX 930  
BANGOR, MAINE 04402-0930  
Business Days: Monday through Friday  
Excluding Holidays  
Phone: 1.877.Bangor1 or 877.226.4671

# DEBIT MASTERCARD BUSINESSCARD® AGREEMENT TERMS AND CONDITIONS

**Introduction** - This Debit MasterCard BusinessCard® Agreement (“Agreement”) contains contract terms and other important information relating to your Debit MasterCard BusinessCard® (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Governing Law/Conflict with Applicable Law** - This Cardholder Agreement will be construed in accordance with the laws of Maine. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

**Applicable Law** - This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

**Definitions** - Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

**Business Card Purpose** - You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

**Account Requirement, Payment Responsibility, Transferability, Enforceability** - The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to Use the Business Card, Security Procedures** - The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

## **Termination and Amendments –**

- We may terminate this Agreement at any time without notice to you.
- You may terminate this Agreement by written notice to the institution and no longer using your Card and PIN.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

**Notices** - Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

**Order of Payment** - Please refer to the Your Deposit Account agreement for detailed posting order.

**Overdraft Protection** - If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature up to your available limit.

**Stop Payment** - Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

## TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

**ATM Transfers** - You may access your account by ATM using your Card and PIN to:

- make deposits to your checking account
- get cash withdrawals from your checking account
- you may withdraw no more than \$500.00 per calendar day, per banking card up to your available limit and available balance
- transfer funds between accounts linked to the Card
- get information about account balances.

Some of these services may not be available at all terminals.

**Point-of-Sale Transactions/Purchases** - You may access your checking account with your Card to purchase goods (in person, by phone, or through Internet), pay for services/purchases (in person, by phone, or through Internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

**Limitation of Frequency and Amount of Transactions** - For security reasons there are limits on dollar amounts of transfers you can make using automated teller machines, point of sale, or retail terminals.

**Your Option to Limit Cash Withdrawals** - In addition to dollar amount limitations for withdrawals using your Card that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Card to \$500.00 per day or some other amount acceptable to us.

You may access your account using the Bangor Savings Bank Debit MasterCard BusinessCard® at any Bangor Savings Bank ATM location. You also have access to cash at hundreds of ATMs in the NYCE® and CIRRUS® networks.

You can choose the option level on your Debit MasterCard BusinessCard® to control employee access. You may have multiple cards with different accessibility options on each card.

- a) Deposit/Inquiry functions only.
- b) Full access offers withdrawal, transfer, inquiry, deposit and purchase functions.
- c) Purchase/Inquiry functions only.
- d) Basic Banking offers transfers, inquiry, purchases and deposit functions.

**Currency Conversion** - If you effect a transaction with your Card in a currency other than US dollars, MasterCard® International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally



either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**Advisory Against Illegal Use** - You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an on-line merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

## FEES

Please refer to the Common Fee Schedule for additional information on fees.

There will be no ATM usage fees assessed when using an ATM operated by Bangor Savings Bank or any other ATM in the United States. Accept all fees when you use any non-Bangor Savings Bank ATM and we'll refund the charges within three business days.

**International ATM Usage fees:** When you process an international ATM transaction and the fee is presented separately, we will refund ATM usage fees assessed within three business days. If a separate ATM usage fee is not presented, we will automatically rebate \$3.00 for each international ATM transaction. If the ATM usage fee you pay is more than \$3.00, you may bring the ATM receipt with the fee documented to the Bank within 90 days of the transaction, and the additional amount will be rebated.

## DOCUMENTATION

**Terminal Transfers** - You can get a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals.

**Retain Copies for Your Records** - You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements** - You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

You will get a monthly account statement from us for your savings account that will also include a record of transactions made using your Card, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer
- you have an overdraft line and the transfer would cause you to exceed your credit limit
- an ATM does not have sufficient cash
- a terminal or system is not working properly and you knew about the breakdown when you started the transfer
- circumstances beyond our control (such as fire or flood) prevent the transfer
- a merchant refuses to accept your Card
- an ATM rejects your Card
- if the funds are subject to legal process or other encumbrance restricting such transfer

There may be other limitations on our liability.

A cardholder will have zero liability for unauthorized use of a Debit MasterCard only if the following conditions are met: The cardholder has exercised reasonable care in safeguarding such card from risk of loss or theft, the cardholder has not reported two or more incidents of unauthorized use in the preceding 12 months, and the cardholder's account is in good standing.

Zero liability does not apply to MasterCard branded cards issued to entities that are not natural persons, cards issued outside of the U.S. region, or if a PIN is used as the cardholder verification method for an unauthorized transaction(s). Other protections apply; please refer to your deposit agreement for details.

## UNAUTHORIZED TRANSFERS

**Additional Risk Associated with Use of Business Purpose Cards** - You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

**Your Liability for Unauthorized Transfers** - You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you think your Card and/or code has been lost, stolen or used (or may be used) without your permission, or your Card has otherwise been (or may be) used without your permission. Telephoning is the best way of minimizing your possible losses.

Also, if any of your statements show electronic funds transfers that you did not make or authorize, tell us AT ONCE. If you do not tell within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call: 1.877.Bangor1 (877.226. M-F 7:30-7:30 or Sat. 9-3.

To report a lost or stolen Debit MasterCard BusinessCard®, you may also call toll-free 800.448.8268 after business hours.

**Consequential Damages** - We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Telephone or Write us at the applicable telephone number or address listed immediately below in this section as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than 60 days after the problem or error was FIRST reflected in your statement.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

Contact us at:  
BANGOR SAVINGS BANK  
DEPOSIT SERVICES  
P.O. BOX 930 BANGOR, MAINE 04402-0930  
Business Days: Monday through Friday  
Excluding Holidays  
Phone: 1.877.Bangor1 or 877.226.4671

## ATM/DEBIT CARDS

**DEBIT CARD LIMITS** – At Bangor Savings Bank, security remains one of our top priorities. We are constantly striving to provide the most advanced security solutions and services to our customers while carefully balancing convenience and access to your funds.

**LIMITS:** There are many ways to reduce debit card fraud. One way is by closely managing debit card dollar limits through daily debit limits as well as transactional limits. We have reviewed industry best practices and set the following limits to Bangor Savings Bank debit MasterCard:

**CONSUMER DAILY LIMITS:** The daily aggregate limit (combined use of ATM, point of sale or retail terminal) will be \$3,000.00 for consumer Debit MasterCard: ATM withdrawal - \$500 daily; Point of Sale/Retail - \$2,500; International Internet - \$200 per transaction

**BUSINESS DAILY LIMITS:** The daily aggregate limit (combined use of ATM, point of sale or retail terminals) will be \$5,500.00 for business Debit MasterCard: ATM withdrawal - \$500 daily; Point of Sale/Retail - \$5,000; International Internet - \$200 per transaction.

**ATM AND EVERYDAY DEBIT TRANSACTIONS AND NO RETURN BENEFIT SERVICE** – We will not authorize and pay overdrafts for the following transactions unless you specifically opt-in to have these transaction types covered by your NRB service.

- Everyday debit card transactions
- ATM withdrawals

**Under our standard overdraft practice, you will be charged the following by Bangor Savings Bank if you overdrawn your account:**

- A fee will be charged for each overdraft item, as disclosed in our Common Fee brochure
- We limit, to six, the number of overdrawn items we charge you for in a single day, though we may choose to pay additional items
- We do not charge a fee if the overdrawn amount is \$5.00 or less

**If you have not opted-in and want Bangor Savings Bank to authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch. We pay overdrafts at our discretion, which means that **we do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

**If you would like to opt-out of having Bangor Savings Bank authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**We also offer other overdraft protection plans.** These include our StandBy Line of Credit and our Account-Link Overdraft Protection. These may be less expensive than our standard overdraft practices. To learn more, contact the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**ATM TRANSACTIONS – Types of transactions and dollar/other limitations:** Our ATM cards and debit cards can be used in most ATMs throughout the world. You may access your account(s) by ATM using your personal identification number to:

- Get cash withdrawals from and deposit funds to Checking, Statement Savings, Money Market Statement or Market Rate Statement account(s) with an ATM card or debit card as follows:
  - you may deposit funds at Bangor Savings Bank ATMs (branch locations only).
- Transfer funds between Checking and Statement Savings, Money Market Statement or Market Rate Statement accounts.

Some of these services may not be available at all terminals.

**ATM Transaction Fees** – We won't charge you a fee on our end, and we will reimburse you any other fee you incur at another bank's ATM. When you use an ATM not operated by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. All charges regarding your ATM transaction will be refunded within three business days.

International ATM Usage fees: When you process an international ATM transaction and the fee is presented separately, we will refund ATM usage fees assessed within three business days. If a separate ATM usage fee is not presented, we will automatically rebate \$3.00 for each international ATM transaction. If the ATM usage fee you pay is more than \$3.00 and it is not presented separately, you may bring the ATM receipt with the fee documented to the Bank within 90 days of the transaction, and the additional amount will be rebated.

**Possible Tax Implications** – A 1099 MISC IRS form may be generated if rebated ATM fees are more than \$600 in any calendar year.

**Foreign Currency Conversion Rate** – When you use your debit card at a merchant that settles in currency other than U.S. Dollars, the charge is converted to U.S. Dollars. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Other Types of Debit Card Transactions** – You may access your Checking account to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant if the merchant permits or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a card).

**Primary Account** – For purposes of EFTs on your account, one of your checking accounts must be associated with your card as the "primary account." Certain EFTs may only occur from your primary account (such as debit card point of sale transactions), and if you close your primary account we will cease processing all card transactions and your privileges to use the card will be cancelled.

**We Own the Card** – When we provide you with a card to access your account(s) with us, you understand we own such card(s) and that you may not transfer them to another person. You agree to return the card to us immediately when we request that you do so. If this Agreement is terminated (either by you or by us), or if you close your primary account, and you attempt to use your card after the termination date, your card will be retained. We may issue a card to a joint account owner if they request one. We will not seek the permission of all joint account owners before doing so.

**Safeguard Your Card** – The card is exclusively for your use. You agree that you will not provide the card or the personal identification number (PIN), which is associated with the card as your "remote banking signature" to any person, or otherwise permit any person to use your card and PIN. You will take all reasonable precautions to protect them, and to keep your PIN confidential. If you provide your card or PIN to another person, you are responsible for any EFT service performed and the charges incurred by that person.

**Online Banking Transactions** – The types of transactions (and limits on such transactions) that you may conduct through Bangor Online are included in our online banking agreement.

## RIGHT TO DOCUMENTATION

**Terminal Transfers** – You can get a receipt at the time you make any transfer to or from your account using one of our Automated Teller Machines.

**Direct Deposits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call our 24 hour telephone

banking system at 1.888.263.3099 to find out whether or not the deposit has been made. You may also call us at (207) 942.5211 or 1.877.Bangor1 (226.4671) during business hours.

**Periodic Statements** – You will get a monthly account statement from us for your Checking, Statement Savings, Money Market or Market Rate account.

**Passbook Accounts** – We do not send periodic statements for passbook accounts, however, do send an annual statement at year-end. If the only possible electronic transfers to your account are preauthorized deposits you may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

**Undeliverable or Returned Statements** – It is your responsibility to notify us of any address changes or if your address is incorrect in our files by contacting the Bank at the telephone number or address listed in this brochure. If your account statement(s) cannot be delivered by the U. S. Postal Service due to an incorrect or incomplete address and is returned to the Bank, we will code your account(s) to stop producing a statement and place a message indicating that the Bank has received returned mail. Furthermore, all account notices will also not be sent, as the U.S. Postal Service would return them as undeliverable. Please note that failure to inform us of your current address may also cause us to restrict your Debit/ATM card and Bangor Online access. If you notify us that you have not received your statement(s), we will verify your identity and correct the address on file. At that time, you may request copies of any statements that were not originally mailed.

## BUSINESS ACH CREDIT ENTRIES

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, [we] are not required to give notice to [you] of receipt of an ACH credit entry to [your] non-consumer account and [we] will not do so. However, [we] will continue to notify you of the receipt of payment in the periodic statements we provide to you.

Notice of Governing Law: [We] may accept on [your] behalf payments to [your] account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. [You] agree that [your] rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Maine.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

## MASTERCARD BUSINESS DEBIT CARD

**Authorization and Agreement** - Bangor Savings Bank MasterCard Business Debit Card is available to qualified customers only. If you, or you for your authorized signers, have requested a Bangor Savings Bank Business Debit Card(s), you are authorizing them to make withdrawals from your checking account using a Business Debit Card. You agree that each Business Debit Card issued shall be used solely to access your account for business purposes and authorize and direct us to affect funds transfer initiated by the employee cardholder(s) on your account in response to such cards and the personal identification number (PIN). Each Business Debit Card issued to your cardholders must have a different PIN. You agree that selection of a PIN and the issuance of Business Debit Cards to your duly authorized cardholders constitute adequate security procedures.

You agree that if your account has insufficient funds to cover the Business Debit Card transaction(s), your account will be overdrawn. You will promptly pay any overdraft and all fees and charges connected with such. The issuance and use of the Business Debit Cards are

subject to the fees described in this brochure and our Fee Schedule. You hold Bangor Savings Bank harmless from all damages, including incidental and consequential damages suffered by you as a result of any overdraft resulting from the use of Business Debit Cards.

Bangor Savings Bank disclaims all liability for losses and/or damages incurred by you for failure to complete a transfer on the correct date or in the right amount under any circumstances or failure to stop a transfer, provided, however, that upon notice of such failure we take reasonable steps to correct the transaction.

You acknowledge and agree that no limitations on liability for lost or stolen cards that may result in unauthorized ATM Transactions, will apply regardless of the timeliness of notice to Bangor Savings Bank. Call 1-877-Bangor1 to report any lost or stolen cards. Prompt notice should be given to permit us to take reasonable steps to prevent further losses to your account.

You will have zero liability on unauthorized MasterCard Business Debit Card transactions.

You agree to provide to Bangor Savings Bank the name of any cardholder whose authority to use the Business Debit Card is terminated as soon as possible after the termination occurs. After Bangor Savings Bank's receipt of such cardholder's name, Bangor Savings Bank shall cancel such cardholder's card. You shall be responsible for any cardholder's authorized or unauthorized use of the card.

You also understand that this is not a credit card and that the dollar amount of the purchases and ATM withdrawals made with the Business Debit Cards will be deducted from your checking account. Bangor Savings Bank has the right to verify any provided cardholder's information and to request a consumer report from any consumer-reporting agency. Other requirements may apply.

Authorization for the Business Debit Card may be terminated by either party by direct written notification and should be delivered to Bangor Savings Bank, Attn: Electronic Banking Department, PO Box 930, Bangor, Maine 04402-0930. You understand that if written notification is given to terminate, you will be responsible for any purchases and ATM withdrawals made prior to the termination that may not have been debited to your checking account as of the date of such termination.

## **STOP PAYMENT PROCEDURES FOR AUTOMATIC FUNDS TRANSFERS AND NOTICE OF VARYING AMOUNTS**

Stop Payments may not be placed on transactions processed at automated teller machines, point-of-sale, or retail terminals.

**Right to Stop Payment and Procedure for Doing So** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments by making a request at least three (3) business days before a scheduled debit. Here is how:

Call or write us at 1.877.Bangor1 (226.4671) or at Bangor Savings Bank, P.O. Box 930, Bangor, ME 04401 in time for us to receive your request at least three business days before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us after you call.

We will charge a stop payment fee for each stop payment order you give us. See accompanying Common Fee brochure for Stop Payment fee.

**Notice of Varying Amounts** – If these regular payments vary in amount, the recipient of your payment will notify you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits

that you set.)

**Limit for Failure to Stop Payment of Preauthorized Transfer** – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## EXPLANATION OF LIABILITY

**Our Liability for Failure to Make Transfers** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the ATM where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer,
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (6) There may be other exceptions in our agreement with you.

**Consumer Liability for Unauthorized ATM Transactions or PIN Debit Transactions** – Tell us AT ONCE if you believe your card or PIN has been lost or stolen or you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit and/or any No Return Benefit amounts). If you tell us within two (2) business days, after you learn of the loss or theft of your card or PIN, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your card without your permission if you had told us, you can lose as much as FIVE HUNDRED DOLLARS (\$500.00).

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 day period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time periods.

**Consumer Liability for Unauthorized Remote POS (Point of Sale or in store) Transactions** – For unauthorized MasterCard Transactions on a lost or stolen card:

- \$0 liability for the Cardholder.
- You must notify us at once of any unauthorized transactions.

NOTE: This policy covers all Debit MasterCard Card transactions processed over the MasterCard network. This policy does not apply to ATM withdrawals or PIN debit transactions.

**Notification Procedure** – If you believe that your card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, call us at 207.942.5211 or 1.877.Bangor1 (226.4671), or write to us at Bangor Savings Bank, EB Dept., P.O. Box 930, Bangor, ME 04401-0930.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

## CONSUMER ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed at the end of this section, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error on the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred or will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving point of sale transactions or for transactions taking place outside the United States, the periods referred to above are 10 days and 90 days instead of 10 days and 45 days, respectively.

For errors involving transactions occurring within 30 days after the first deposit to a new account, as defined by regulation, the periods referred to above are 20 days and 90 days instead of 10 days and 45 days, respectively.

For errors involving Debit MasterCard transactions, the periods referred to above are 5 days and 45 days instead of 10 days and 45 days, and 5 days and 90 days instead of 10 days and 90 days, respectively.

We will send you a written explanation within three business days after we finish our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Business Days** – Our business days are Monday through Friday. Holidays are not included.

BANGOR SAVINGS BANK  
ELECTRONIC BANKING DEPARTMENT  
P.O. BOX 930  
BANGOR, MAINE 04402-0930  
Phone: (207) 942.5211 or 1.877.Bangor1 (226.4671)



## FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all deposit accounts.

**Your Ability to Withdraw Funds** – Your ability to withdraw funds that you have deposited to your Bangor Savings Bank account will be determined by this policy. This policy may be amended upon notice to you as required by law. This policy governs deposits into all deposit accounts at Bangor Savings Bank.

Our policy is to delay the availability of funds that you deposit in your account except for those that require same day availability – see below. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

**Business Days** – Our business days are Monday through Friday. Holidays are not included.

**Determining the Availability of a Deposit** – The length of the delay is counted in business days from the day of your deposit. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you mail your deposit it will be considered deposited on the day we receive it. If you place it in a Bangor Savings Bank branch night depository before 7:00 am, the deposit will be processed on that business day.

The length of the delay in availability varies depending on the type of deposit as explained below.

**Same Day Availability** – Funds from the following deposits are available for the payment of checks and for cash withdrawal on the same business day we receive the deposit:

- Electronic direct deposit payments, such as Social Security benefits and automatic payroll deposits.
- Funds from wire transfers.
- Cash deposits made to a Bangor Savings Bank teller.

**Next Day Availability** – Funds from the following deposits are available for cash withdrawal and for the payment of checks on the first business day after the day we receive your deposit.

- U.S. Treasury checks that are payable to you.
- Local Checks.
- Checks drawn on Bangor Savings Bank.
- Federal Reserve Bank Checks, Federal Home Loan Bank Checks, and Postal Money Orders, if these items are payable to you.
- State and Local government checks that are payable to you.
- Cashier's, certified, treasurer's and teller's checks that are payable to you.
- Deposits made at Bangor Savings Bank ATMs before 6:00 pm (branch locations only).

Our policy is to make funds from checks available as follows:

Generally, funds from the deposit of checks drawn off of financial institutions in the United States and Canada will be available for the withdrawal of cash and the payment of checks on the first business day after the day of your deposit.

**Other Rules:**

**Longer Delays May Apply** – In some cases, we may delay your ability to withdraw funds beyond the first business day after the day of deposit. However, the first \$200 of your deposit will be available on the first business day after the day of your deposit.

If for any reason there will be an extended time period when funds deposited will not be available

for withdrawal, we will provide notice to you. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Exception Delay:**

Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency condition beyond the control of the Bank, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They generally will be available no later than the seventh business day after the day of your deposit.

**Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day requested by the sender.

Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, treasurer's, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**Hold on Other Funds:**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## FDIC LIMITS

The standard maximum deposit insurance amount is currently \$250,000 per individual depositor, per insured bank, for each account ownership category.

You can calculate your insurance coverage using the FDIC's Electronic Deposit Insurance Estimator at [www.myfdicinsurance.gov](http://www.myfdicinsurance.gov). For questions about FDIC coverage, call toll-free 1.877.ASK.FDIC.

## PRODUCT DESCRIPTIONS

### CERTIFICATES OF DEPOSIT

**Rate Information** – Rates are available on our website and vary depending on the term. Terms range from 3 to 60 months.

**Renewal Policy** - This account will automatically renew on the maturity date with the same terms as the original Certificate of Deposit (unless we notify you in writing). You will be notified in writing at least 30 days in advance of the maturity date. You must notify us in writing within a ten day grace period after the maturity date if you do not want the account to automatically renew.

**Compounding and crediting frequency** - Interest will be compounded daily. Interest will be credited to your account monthly.

**Accrual of interest on non-cash deposits** -Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

**Minimum balance to open the account** – You must deposit \$500.00 to open this account. You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

**Minimum balance to obtain the annual percentage yield disclosed** – The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings. If you close your account before interest is credited, you will not receive accrued interest.

**Transaction Limitations** – An early withdrawal penalty may be imposed as appropriate for the term of your account (please see below).

<b>Term</b>	<b>Penalty</b>
3 months (regular & Government accts)	45 days interest
6 months (regular & Government accts)	90 days interest
9 month (Government accts)	90 days interest
12 months (regular & Government accts)	6 months interest
18 months (regular & Government accts)	9 months interest
24 months (regular accts)	12 months interest
30 months (regular accts)	15 months interest
36 months (regular accts)	18 months interest
48 & 60 months (regular accts)	24 months interest

### CHECKING, SAVINGS & MONEY MARKET PRODUCTS

#### INTEREST EARNING PRODUCTS – PERSONAL and NON-PERSONAL CHECKING/SAVINGS/ MONEY MARKET & MARKET RATE ACCOUNTS

**Rate Information** – Your interest rate and annual percentage yield may change. For interest rate tiers and current rate information, please visit our website at [www.bangor.com](http://www.bangor.com).

**Frequency of Rate Changes** – We may change the interest rate on your account at any time.

**Determination of Rate** – At our discretion, we may change the interest rate on your account.

**Compounding and Crediting Frequency** – Interest will be compounded daily. Interest will be credited to your account every month.

**Daily Balance Computation Method** – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Non-Cash Deposits** – Interest begins to accrue on the first business day after the day you deposit non-cash items (for example, checks).

#### ALL PERSONAL AND NON-PERSONAL CHECKING/SAVINGS/MONEY MARKET AND MARKET RATE ACCOUNTS

**Early Account Closure Fee** – An early account closure fee for checking/savings/market rate/money market accounts is charged if the account is closed within 90 days of account opening. See the Common Fees disclosure for the specific amount.

## ALL PERSONAL PRODUCTS

**Minimum Balance to Open Account** – Unless specifically listed otherwise, a personal account must be opened with \$25.00.

## ALL NON-PERSONAL PRODUCTS

**Minimum Balance to Open Account** – Unless specifically listed otherwise, a non-personal account must be opened with \$100.00.

## CHECKING PRODUCTS

### BENEFIT PLUS CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Fees** - A monthly service charge fee of \$20.00 will be charged each statement cycle if Benefit Plus Checking eligibility is not maintained. Benefit Plus Checking eligibility includes combined balances of \$10,000 from your checking, savings, CDs, Money Market, or Market Rate accounts each day of the statement cycle, or \$10,000 in assets under management with either Bangor Savings Bank Trust Department or Bangor Securities, or a Bangor Savings Bank residential first mortgage loan, or a Bangor Savings Bank home equity line of credit of at least \$10,000, or the primary owner or manager of our business checking relationships, or their employees under our Bangor Workplace Advantage program.

### BENEFIT CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

### BENEFIT 62 CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Eligibility** – This account is available to depositors who have reached the age of 62 or over.

### BUSINESS COMPLETE

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Fees** – The first 500 combined items per month are free. "Combined items" includes deposits, items deposited, and items debited from the account, excluding ATM and Check Card debit transactions. A \$.50 per item fee will be assessed for each item in excess of the first 500.

### BUSINESS COMPLETE WITH INTEREST

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook

Statement Options:  Truncated **OR**  Image

**Fees** – A monthly service charge fee of \$25.00 will be charged each statement cycle. This fee will be waived with a \$50,000 monthly average collected balance. The first 500 combined items per month are free. "Combined items" includes deposits, items deposited, and items debited from the account, excluding ATM and Check Card debit transactions. A \$.50 per item fee will be assessed for each item in excess of the first 500.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

## BUSINESS / GOVERNMENT CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Fees** - A monthly service charge fee of \$10.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.15 will be charged for each item paid. A check deposit fee of \$.12 will be charged for each check deposited. A deposit fee of \$.10 will be charged for each deposit. You will earn a credit on your average collected balance during the statement cycle based on an earnings rate that may vary. This earnings credit will be applied to reduce your monthly fees. The earnings credit cannot exceed your monthly charge.

## BUSINESS CHECKING WITH INTEREST

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Fees** - A monthly service charge fee of \$10.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.15 will be charged for each item paid. A check deposit fee of \$.12 will be charged for each check deposited. A deposit fee of \$.10 will be charged for each deposit.

## GOVERNMENT & NOT-FOR-PROFIT WITH INTEREST

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Account Eligibility** - Municipalities, federal, state, and county government; homeowners and condominium associations as described in section 528 of the IRS code; Non-profits registered with the IRS as described in section 501(c)(3) through (13) of the IRS code.

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Fees** - A monthly service charge fee of \$10.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.15 will be charged for each item paid. A check deposit fee of \$.12 will be charged for each check deposited. A deposit fee of \$.10 will be charged for each deposit.

## COMMUNITY COMPLETE WITH INTEREST

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Account Eligibility** -This account is available to non-profit organizations that operate primarily for religious, philanthropic, charitable, educational, political or other similar purposes - as long as the entity is legitimate and registered with the IRS as a nonprofit organization. (Organizations described in 501(c)(3) through (13), and (19) of the Internal Revenue Code and political organizations described in section 527 of the IRS Code.)

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Fees** -The first 50 debit items (withdrawals, checks, ACH) per statement cycle are without charge. A \$.15 fee will be applied for each item paid after the first 50.

## INTEREST ON LAWYERS' TRUST ACCOUNT (IOLTA)

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Account Eligibility** -This account is available to lawyers as a trust account for client funds with the interest going to the Maine Bar Foundation.

## INTEREST ON REALTORS' TRUST ACCOUNT (IORTA)

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Account Eligibility** -This account is available to realtors as a trust account for client funds with the interest going to the Maine Association of Realtors Foundation.

## ESTATE CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

## FIDUCIARY BENEFIT PLUS CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Fees** - A monthly service charge fee of \$20.00 will be charged each statement cycle if Benefit Plus Checking eligibility is not maintained. Benefit Plus Checking eligibility includes combined balances of \$10,000 from your checking, savings, CDs, Money Market, or Market Rate accounts each day of the statement cycle, or \$10,000 in assets under management with either Bangor Savings Bank Trust Department or Bangor Securities, or a Bangor Savings Bank residential first mortgage loan, or a Bangor Savings Bank home equity line of credit of at least \$10,000, or the primary owner or manager of our business checking relationships, or their employees under our Bangor Workplace Advantage program.

**Limitations** – An ATM or Debit Card cannot be issued on Parent & Next Friend accounts. The primary owner on a Uniform Transfer to Minors Act (UTMA) account or Representative Payee/Federal Payee accounts may not have an ATM or Debit Card. The custodian or representative payees may have cards linked to the accounts. Transfers may not be allowed through Internet Banking or Telephone Banking.

## FIDUCIARY BENEFIT CHECKING

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Limitations** – An ATM or Debit Card cannot be issued on Parent & Next Friend accounts. The primary owner on a Uniform Transfer to Minors Act (UTMA) account or Representative Payee/Federal Payee accounts may not have an ATM or Debit Card. The custodian or representative payees may have cards linked to the accounts. Transfers may not be allowed through Internet Banking or Telephone Banking.

## SAVINGS PRODUCTS

**Transaction Limitations** – Transfers to another account or to third parties by preauthorized, automatic, or telephone transfer, as well as transfers or withdrawals by check, draft, debit card, or similar order to third parties (includes wires not completed in person), are limited to six per month (or statement cycle).

## BENEFIT SAVINGS

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Eligibility** – To open a Benefit Savings account, you must have or open a personal/business checking account.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

## GREAT START SAVINGS ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Account Eligibility** -This account is issued only to individuals under the age of 18. An adult co-owner is required for minors under the age of 16.

**Minimum Balance to Open This Account** -You must deposit \$1.00 to open this account.

## SAVINGS ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook (Personal Product Only)  
Statement Options:  Truncated **OR**  Image

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

## FIDUCIARY SAVINGS ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations** – An ATM or Debit Card cannot be issued on Parent & Next Friend accounts. The primary owner on a Uniform Transfer to Minors Act (UTMA) account or Representative Payee/Federal Payee accounts may not have an ATM or Debit Card. The custodian or representative payees may have cards linked to the accounts. Passbook accounts may not have an ATM or Debit Card linked to this type of account. Transfers may not be allowed through Internet Banking or Telephone Banking.

## HOLIDAY CLUB ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to open the account** –There is no minimum opening deposit required to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$25 in the account each day to obtain the disclosed annual percentage yield.

**Transaction Limitations** - Preauthorized, automatic, or telephone transfers from this account are not permitted.

## MARKET IRA

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

## MONEY MARKET AND MARKET RATE PRODUCTS

**Transaction Limitations** – Transfers to another account or to third parties by preauthorized, automatic, or telephone transfer, as well as transfers or withdrawals by check, draft, debit card, or similar order to third parties (includes wires not completed in person), are limited to six per month (or statement cycle).

## BENEFIT MONEY MARKET ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Eligibility** – To open a Benefit Money Market account, you must have or open a personal checking account.

**Minimum balance to open the account** – You must deposit \$5,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a



minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

## MARKET RATE ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to open the account** -You must deposit \$5,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** -You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Minimum balance to avoid monthly service charge** - If your balance falls below \$5,000.00 any day during the statement cycle, we will impose a monthly service charge of \$10.00.

## BUSINESS COMPLETE MONEY MARKET ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Eligibility** - To open a Business Complete Money Market account, you must have or open a non-personal checking account.

**Minimum balance to open the account** – You must deposit \$5,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** – This is a tiered rate account. You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield for each tier. Rates and tiers are available toll-free at 1.877.226.4671.

## BUSINESS PREMIUM MONEY MARKET ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to open the account** – You must deposit \$50,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

## ESTATE MONEY MARKET ACCOUNT

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement **OR**  Passbook  
Statement Options:  Truncated **OR**  Image

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

# TRUTH IN SAVINGS DISCLOSURE (RATES)

**PRODUCT NAME:** \_\_\_\_\_

Tier 1 – If your balance is \_\_\_\_\_ or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with annual percentage yield of \_\_\_\_\_ %.

Tier 2 – If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

Tier 3 - If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

Tier 4 - If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

Tier 5 - If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

Tier 6 - If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

Tier 7 - If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

Tier 8 - If your daily balance is more than \_\_\_\_\_ but less than \_\_\_\_\_ the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

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## No Return Benefit (NRB) Service Option Elections

This election form is for account # \_\_\_\_\_.

\_\_\_\_\_ Yes, subject to meeting eligibility requirements, I would like to opt in to the NRB overdraft protection service for my account.

Please Note: With No Return Benefit, Bangor Savings Bank may honor overdrafts up to the limit established for your account. Once the service is in place, it remains active as long as you maintain your account in good standing. No Return Benefit is available as a courtesy for our checking account customers. There is no additional cost unless you draw against insufficient funds extending beyond our grace threshold of \$5. The fee for overdrafts is noted in our Common Fee Schedule.

The following two options are for personal accounts only as non-personal accounts are exempt.

\_\_\_\_\_ Yes, I want the NRB service to automatically pay all debit items up to the limit, including ATM withdrawals and everyday debit card transactions.

\_\_\_\_\_ No, I prefer to opt out of covering ATM and debit card transactions, most likely causing them to be declined during the authorization process if funds are not available.

\_\_\_\_\_ No, I do not want the NRB overdraft protection service for my account at this time.

Please Note: Regardless of the selections above, I understand that an overdrawn balance could still result and fees could still be assessed on my account as a result of either returned items or paid overdrafts. Refer to the NRB Brochure and the Important Information About Your Account disclosure for further details.

*The NRB service is applied to an account, not to specific account holders. Any decision to opt in or opt out will apply to the account and all cards associated with the account that has NRB overdraft protection services. The most recent decision we receive from any account holder will apply.*

**Call 1.877.Bangor1 (1.877.226.4671) [www.bangor.com](http://www.bangor.com)**

# Bangor Savings Bank

## COMMON FEE SCHEDULE

### CHECKS/CHECK CASHING:

Check Printing .....	Varies
Counter Checks .....	\$ 1.00 per sheet
Money Orders.....	\$ 3.00
Treasurers Checks .....	\$ 5.00
Certified Checks.....	\$25.00
Non-Customer Check Cashing.....	\$ 7.00

### CARDS:

ATM/Debit Card Replacement .....	\$ 5.00
ATM/Debit Card w/Express Delivery .....	\$75.00

### FUNDS TRANSFER:

Branch Loan Telephone Payments .....	\$10.00
Branch Telephone Transfers .....	\$ 5.00
Not-In-Person Withdrawal Orders .....	\$10.00
Wire Transfers:	
Incoming - domestic & international.....	\$15.00
Outgoing - domestic.....	\$25.00
Outgoing - international.....	\$35.00
Additional Not-In-Person .....	\$15.00
(with management approval only)	
Wire Transfer Research.....	\$ 5.00
(to research unsuccessful wire transfers)	

### ONLINE BANKING EXTERNAL TRANSFERS:

Standard Inbound (Up to \$10K) .....	No cost
Standard Outbound (Up to \$2K) .....	\$ 3.00
Standard High Limit Outbound (\$2k+ - \$15k) .....	\$ 6.00
Next Day Inbound/Outbound .....	\$ 8.00

### OVERDRAFT/RETURNED:

*Overdraft/NRB.....	\$32.00 per item
*NSF, Returned, Uncollected .....	\$32.00 per item
**Sustained Overdraft Balance .....	\$ 5.00 per day
(beginning on third day)	
Account Link Overdraft.....	\$5.00 per transaction
Returned Deposited/Cashed Item .....	\$12.00

\* Includes any withdrawal, check, ATM and ACH

\*\* Only applies to transaction account customers who are not in the No Return Benefit program

### ACCOUNT SERVICES:

Account Balance Assistance .....	\$25.00 per hour
Account Research .....	\$25.00 per hour
Copies of Transaction Documents .....	\$ 2.00 per page
(Checks, Statements, etc.)	
Dormant/Inactive Account.....	\$ 2.00 per month
Early Checking/Savings Account Closure.....	\$25.00
(w/in 90 days of opening account)	
Government Issues (bought/sold) .....	\$15.00
Legal Processing.....	\$50.00
(tax levy, garnishments)	
Returned Statement Fee .....	\$10.00
Passbook Reissue.....	\$10.00
Stop Payment.....	\$34.00

### NIGHT & SAFE DEPOSIT:

Night Deposit Bags (canvas) .....	\$22.00
Night Deposit Bags (100 disposable) .....	\$22.00
Night Deposit Key Replacement.....	\$10.00
Safe Deposit Box Rental.....	Varies
Safe Deposit Box Drilling.....	\$200.00
(w/both keys missing)	
Safe Deposit Box Key Replacement .....	\$25.00
(w/one key missing)	
Zipper Bags .....	\$ 5.00

### CURRENCY SERVICES:

Check Collection (domestic/foreign) .....	\$30.00 + expenses
Foreign Currency (buy or sell) .....	\$15.00 + expenses
Foreign Draft Purchase .....	\$15.00 + expenses

### MISCELLANEOUS SERVICES:

Photocopy & Fax Services .....	\$2.00 per page
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**COMPLAINT RESOLUTION PROCEDURE** – If you have a dispute with us regarding your deposit account, contact us and attempt to resolve the problem directly. However, if you feel we have failed to resolve the problem, write a letter detailing the problem and the resolution you are seeking to: Bureau of Financial Institutions Consumer Outreach Program 36 State House Station Augusta, Maine 04333-0036  
To file a complaint electronically, you may contact the Bureau of Financial Institutions at [www.maine.gov/pfr/financialinstitutions/complaint.htm](http://www.maine.gov/pfr/financialinstitutions/complaint.htm)

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the result of the investigation. When your complaint involves a federally chartered institution, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

Revised 01/02/2014

# Bangor Savings Bank

## Privacy Notice

### FACTS WHAT DOES BANGOR SAVINGS BANK DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bangor Savings Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bangor Savings Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	No	Not Applicable
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	Not Applicable
<b>For nonaffiliates to market you</b>	No	We don't share

#### To limit our sharing

- Call 1.877.226.4671

#### Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

#### Questions?

Call 1.877.226.4671

## What we do

### How does Bangor Savings Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Internal access to customer information is restricted to employees that require access to provide service to our customers. Customer information is protected through physical, logical, and procedural safeguards.

### How does Bangor Savings Bank collect my personal information?

We collect your personal information, for example when you

- open an account or deposit money
- make a wire transfer or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Bangor Savings Bank does not have affiliates.

### Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Bangor Savings Bank does not share with non-affiliates so they can market to you.

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include credit card companies.