



Powered by Bangor Savings Bank

PLING™ USER AGREEMENT

CUSTOMER SERVICE CONTACT INFORMATION:

Address: Bangor Savings Bank, P.O. Box 930, Bangor, Maine 04402
Website: www.bangor.com/pling
Phone Number: 1.877.Bangor1 (1.877.226.4671)

IMPORTANT NOTICES:

- (1) Please read carefully. This agreement contains an Arbitration and Dispute Clause requiring all claims to be resolved by way of binding arbitration unless you opt out promptly.
- (2) Always know the exact dollar amount available on your Card. Merchants may not have access to determine your card balance.

DISCLOSURES:

Monthly Fee	Per Purchase	ATM Withdrawals	Cash Reload
\$3.99	\$0.00	Not Allowed	\$0.00
ATM balance inquiry (in-network or out-of-network)			Not Allowed
Customer service (automated or live agent)			\$0 per call
Inactivity (after 12 months with no transactions)			\$0 per month
We charge 1 other type of fee. It is:			
Card replacement			\$5
<p>No overdraft/credit feature.</p> <p>Your funds are eligible for FDIC insurance.</p> <p>For general information about prepaid accounts, visit cfpb.gov/prepaid. Find details and conditions for all fees and services inside the package, or call 1.877.Bangor1 (1.877.226.4671) or visit www.bangor.com/pling</p>			



Powered by Bangor Savings Bank

LIST OF ALL FEES FOR THE PLING™ VISA® PREPAID CARD:

This disclosure contains a list of all fees that are applicable to the pling™ Prepaid Card Account.

All Fees	Amount	Details
Get Started		
Card Purchase	\$0	We do not charge fee to purchase a pling™ Prepaid Card.
Monthly Usage		
Monthly Fee	\$3.99	We may refund a portion of this fee according to your Agreement.
Add Money		
ACH Reload	\$0	We do not charge a fee when you load your Account via ACH from your personal checking account.
Credit or Debit Card Reload	\$0	We do not charge a fee when you load your Account from your Credit or Debit Card.
Other		
Inactivity	\$0	You will be not charged a fee each month after you have not completed a transaction using your card for 12 months.
Card replacement	\$5	Fee we charge for replacing damaged, lost or stolen card. We will not charge a fee to replace an expired card.

Your funds are eligible for FDIC insurance. Your funds will be held at Bangor Savings Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Bangor Savings Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Bangor Savings Bank by calling, by mail at Bangor Savings Bank C/O pling, P.O. Box 930, Bangor, Maine 04402, or visit www.bangor.com/pling

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

TERMS AND CONDITIONS

This User Agreement ("**Agreement**") sets forth the terms and conditions under which an Account, and one or more VISA® pling™ Prepaid Cards (each a "**Card**" or "**Teen Card**") has been issued to you by Bangor Savings Bank and may be used by you or any person you authorize to use the card ("**Authorized User**"). By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any Authorized User to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement



Powered by Bangor Savings Bank

"You" and "your" mean the person or persons who have received the Card and are authorized to use the Card. "We," "us," and "our" mean collectively, Bangor Savings Bank, a savings bank chartered by the State of Maine, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our agents and representatives. The Card may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference. This Agreement applies to both the purchaser and any other user of the Card. It is the purchaser's obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by contacting Customer Service.

1. About Your Card and Account.

Your Card is a prepaid debit card that accesses your funds held at Bangor Savings Bank ("Account"). Your Account includes a **Parent Family Wallet Account**, which may be accessed only by the owner of the Account, and one or more **Teen Sub-Accounts** that you create for use by an Authorized User (as further described below) you designate. Your funds may be pooled with the funds of other cardholders. The funds in your Account will be insured by the Federal Deposit Insurance Corporation ("FDIC") up to the applicable federal limit. Your Card is not a credit card or a debit card that accesses any checking account. Your Account is an individual account. We do not permit joint Accounts. The Card is not for resale. You will not receive any interest on any funds held in your Account. The Card is non-transferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card Account and require the return of your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

2. pling™ App.

You can access information about your Account through the pling™ mobile application ("App"). You may log into the App at any time to view and update information about you or your Account. The Family Wallet Account in the App may be used to create and manage Teen Sub-Accounts, check the balance available on your Card(s), load funds into your Family Wallet Account, move funds from your Parent Family Wallet Account to any Teen Sub-Account, set Spending Limits, and take other actions with respect to your Account. While we do our best to provide the most up-to-date information about your Account, there may be some delay in reflecting new transactions, and we cannot guarantee that the accuracy of this information in the App, except to the extent required by applicable law. Your use of the App is subject to this pling™ User Agreement. **USE THE APP TO LOCK YOUR CARD IF YOUR CARD IS LOST OR STOLEN, OR IF YOU BELIEVE SOMEONE HAS GAINED UNAUTHORIZED ACCESS TO YOUR ACCOUNT.**

3. Opening Your Account.

- a. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an Account. What this means for you: when you open an Account, we will ask you for your name, street address, email, phone number, Social Security Number (SSN), and date of birth, and other information that will allow us to identify you. By opening an Account with us, you represent and warrant to us that you are at least 18 years old (or the age of majority in your state), a U.S. citizen or a resident alien with a valid SSN, have a residential address in the U.S. or U.S. territory where we offer the Account, the information you provide us in connection with the Account is true, correct, and complete, and you accept the Card. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.
- b. **Consumer Reporting Agencies.** You authorize us to obtain information about you from time to



Powered by Bangor Savings Bank

time from consumer reporting agencies, check verification services, and other third parties for the purpose of considering your application for an Account, monitoring and maintaining your Account, or any other purpose permitted by law.

4. Teen Sub-Accounts; Authorized Users.

You may use the App to create one or more Teen Sub-Accounts. A Card will be issued for each Teen Sub-Account. Each Teen Sub-Account shall be usable by you and one Authorized User you designate when you establish the Teen Sub-Account, subject to our approval. Authorized Users must be at least 13 years old. A Card may only access the funds in one Teen Sub-Account. By appointing an Authorized User with respect to any Teen Sub-Account, you designate the Authorized User to conduct transactions on the Teen Sub-Account and any other aspect of the Account to which they have access, on your behalf. For example, the Authorized User of a Teen Sub-Account shall be permitted to make transactions using the Card, view information about the Teen Sub-Account which appears in the App's features which are available to Authorized Users, make all transactions permitted in the App's features for Authorized Users, and access any other information or feature of the Account to which you provide access to the Authorized User under this Agreement or otherwise. You may not appoint an Authorized User for the Family Wallet Account or allow any other person to use the Family Wallet Account, unless we otherwise permit. We reserve the right to limit the number of Teen Sub-Accounts and Cards associated with your Account, and the number of Authorized Users of your Account or any Teen Sub-Account. We may require you to submit certain information about each person you request to make an Authorized User. You understand and agree that Authorized User will have access to certain information about your Account and will be permitted to make transactions using the Teen Sub-Account and the associated Card. You are responsible for all activity conducted on the Card or Teen Sub-Account by an Authorized User, and all transactions Authorized Users make will be treated as if you had made the transaction yourself. In addition, you will be responsible for all transactions and activity conducted on your Account or any associated Card by any person that you or any Authorized User gives access or permission to use your Account or Card, even if they exceed that authority, or you did not want, or agree to that use. You are solely responsible for monitoring an Authorized User's use of the Account and Card, and ensuring that the Authorized User does not use the Account or Card in violation of this Agreement, applicable law, or any authority you grant to them. We may also limit the ability of an Authorized User to use the Account, a Teen Sub-Account or a Card. You do not give up any rights to act on the Account, and the Authorized User may not in any manner affect the rights of the owner or beneficiaries, if any, other than by using the Card and making transactions on the Account or a Teen Sub-Account. We undertake no obligation to monitor transactions to determine that they are on your behalf. Each Authorized User's authority is automatically terminated by the death of any owner of the Account. However, we may continue to honor the transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge.

5. Removing an Authorized User.

If you want to remove an Authorized User from your Account, you must contact us and request their removal. You must immediately destroy all Cards in their possession, change or destroy any other credentials in their possession they may use to access your Account, Teen Sub-Account, or Card. The Authorized User may be able to use your Account and Card until we receive the request to remove the Authorized User from your Account and we have acted on your notice. During this time, you will still be responsible for all transactions the Authorized User makes using your Card or Account. You will be responsible even if these transactions do not appear on or post to your Account until after you remove the Authorized User from the Account. We reserve the right to remove any Authorized User from your Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User's Card, close your existing Account or any Teen Sub-Account, and/or require you to change other access credentials.



Powered by Bangor Savings Bank

6. Activating Your Card.

You must activate your Card before it can be used. Activation is completed by entering the last four digits of the Card Number in the App.

7. Loading Your Family Wallet Account.

You may load funds into your Family Wallet Account by using the App to link your Account to a credit card, debit card or checking account issued by a U.S. financial institution (each, a "Funding Source"), and requesting to transfer funds from your Funding Source to the Family Wallet Account. Any funding source must be owned by you and must be a personal account (not a business or commercial account). By requesting to load funds, you authorize us or our service provider to debit or charge your Funding Source for the amount of your request and transfer the funds to the Family Wallet Account. You may use the App to transfer funds from the Parent Family Wallet Account into any Teen Sub-Account. We may permit you to preauthorize recurring charges or fund transfers from your Funding Source to your Family Wallet Account, or from your Parent Family Wallet Account to a Teen Sub-Account. If you do so, you authorize us to charge or debit your Funding Source for the requested amount at the requested frequency until the authorization is revoked. To revoke your authorization, please call us at **1.877.Bangor1 (1.877.226.4671)** at least 3 Business Days before your next scheduled transaction date. Your request to link a Funding Source and transfer funds to load your Parent Family Wallet Account is subject to our verification and approval. You understand that any person with access to the Family Wallet Account will have access to and be authorized to use the Funding Account to initiate loads to your Family Wallet Account. In our discretion, we may limit the number of Funding Sources you may have at one time, block any transaction you attempt to make with your Funding Source, or disconnect any Funding Source from your Account. By linking a Funding Source, you represent and warrant that you own and are authorized to use that Funding Source for the transaction requested.

8. Using a Teen Card.

Authorized Users of Teen Sub-Accounts may use their Cards to purchase goods and services at merchants that honor Visa prepaid cards in the United States. ATM withdrawals are not permitted. Each time the Card is used, the balance in the Teen Sub-Account associated with the Teen Card will be reduced by the amount of the transaction. If the Card number is used without presenting the Teen Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Card itself was used. Cards may not be used to make international transactions (including online transactions originating outside of the U.S.) and all transactions must be made in U.S. Dollars. You do not have the right to stop payment on any purchase transaction originated by use of the Teen Card. However, if you pre-schedule a transaction using your Card, applicable law may permit you to cancel the transaction by giving us at least 3 Business Days' notice prior to the scheduled transaction date. The following rules apply to your use of the Teen Card:

- You must sign each Card associated with your Account upon receipt.
- The Card must be returned to us or destroyed if we ask you to.
- You must take reasonable steps to prevent the unauthorized use of the Teen Card.
- We are not responsible for any losses you incur if anyone refuses to accept the Teen Card for any reason.
- We may decline to authorize a transaction for any reason.
- We are not responsible for any losses you incur if we do not authorize a transaction.
- You must not use, or try to use, the Teen Card for any illegal activity.
- We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

9. Personal Identification Number (PIN).

You may use the App to create a Personal Identification Number ("PIN") for any Card associated with your



Powered by Bangor Savings Bank

Account. A PIN may be required by certain terminals in order to complete transactions using your Card. You may change your PIN by using the App. You should not write your PIN on your Card or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, call us immediately and follow the procedures in the paragraph labeled *Lost or Stolen Cards; Unauthorized Transfers*.

10. Authorization Holds.

With certain types of purchases (such as those made at gas pumps, restaurants, hotels, or similar purchases), the Teen Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on available funds in the associated Teen Sub-Account until the merchant sends us the final payment amount of your purchase. If you authorize a transaction and then fail to complete the purchase, the authorization may also result in a hold on that amount. Once the final payment amount is received, the preauthorization amount on hold will be removed, typically within seven (7) days, but it may be longer. During this time, you will not have access to preauthorized amounts on hold.

11. Transaction Limits.

YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE IN YOUR ACCOUNT OR ANY TEEN SUB-ACCOUNT. If you attempt to use the Teen Card when there are insufficient funds available in the Teen Sub-Account associated with the Card, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available in the Teen Sub-Account occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. **If there is a negative balance in any Teen Sub-Account, you authorize us to transfer funds from your Family Wallet Account to restore that negative balance to \$0.00. If there is still a negative balance in your Account, you authorize us to debit any Funding Source to restore your balance to \$0.00. You may revoke this authorization by closing your Account.** If you do not have enough funds available in a Teen Sub-Account to complete a transaction, you may be able to instruct the merchant perform a "split transaction" to charge part of the purchase to the Teen Card and pay the remaining amount with another form of payment. You are responsible for keeping track of the available balance on the Teen Card. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction.

The following transaction limits apply to your use of your Account and each Card:

Limitation	Limit
Maximum Family Wallet Load	\$2,500 per day
Teen Card Daily spend limit	\$2,500 per day
Total number of times you can reload your Family Wallet	Unlimited (subject to Maximum transaction amount)

In addition, a Teen Card cannot be: (1) redeemed for its cash value; (2) used for quasi-cash transactions such as the purchase of money orders; (3) used for illegal transactions; (4) used to make foreign transactions (including at internet and mail/telephone merchants outside of the United States); or (5) used for transactions in foreign currency. To prevent fraud and misuse of Cards, there are other limits on the type, amount, and frequency of transactions that you may make using your Card, and limits on your use of the Card at specific merchants or merchant categories. For security purposes, we generally do not disclose details about these limitations unless



Powered by Bangor Savings Bank

required by applicable law. We may impose additional limits on the type, amount, and frequency of transactions you may make using the Teen Card or Account from time to time, with or without notice to you, except as prohibited by applicable law.

12. Receipts.

You may obtain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

13. Quality of Goods; Refunds.

We are not responsible for the delivery, quality, safety, legality or any other aspect of the goods or services that you purchase from a merchant with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased. If a merchant provides you a refund for any reason for goods or services obtained with your Card, you agree to accept a credit to your Card for such refunds, in accordance with the refund policy of that merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction, and the refund may not be available for a number of days after the date the refund transaction occurs.

14. Spending Limit.

You may use the App to impose spending limits on how any Card may be used by an Authorized User (each a "Spending Limit"). For example, we may permit you to limit the amount, type or frequency of transactions that an Authorized User may make, or the type of merchant where transactions may be conducted. You may also use the App to lock a Card so that it may not be used for any transactions until you unlock it. Our general practice is to decline any transaction that would cause you or an Authorized User to exceed a Spending Limit and transactions initiated using a locked Card. Nevertheless, if a transaction occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction.

15. Fees.

We will charge you fees as disclosed in this Agreement. You authorize us to charge or debit your Funding Source or Parent Wallet Account for the amount of the fee when it is incurred.

16. Account History.

You may use the App to access a twelve-month electronic history of transactions made on your Card or Account. You also have a right to obtain a twenty-four (24) month written history of transactions made on your Account or Card by calling Bangor Support at **1.877.Bangor1 (1.877.226.4671)**. You will not otherwise receive paper statements.

17. Our Liability for Failure to Complete Transactions.

We reserve the right to reject or decline any transaction you attempt to make using your Card or Account. If we do not complete a transaction you request using your Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card has been blocked after you reported your Card lost or stolen;



Powered by Bangor Savings Bank

- If there is a hold or your funds are subject to a legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

18. Lost or Stolen Cards.

Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your Account. Telephoning is the best way to keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic account history in your App shows transfers that you did not make, including those made by Card, or other means, tell us at once. If you do not tell us within 60 days after you electronically accessed your Account (and we had made an account history available, on which the transaction appeared), or 60 days after we mailed you a written transaction history, or 120 days after the date the transfer in error was credited or debited to your Account, whichever is earlier, 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 a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen, call 1.877.Bangor1 (1.877.226.4671) or write to us at Bangor Savings Bank, P.O. Box 930, Bangor, Maine 04402.

19. In case of Errors or Questions About Your Electronic Transfers.

Telephone us at **1.877.Bangor1 (1.877.226.4671)** or write to us at Bangor Savings Bank, P.O. Box 930, Bangor, Maine 04402 as soon as you can, if you think your account history or receipt is wrong, or if you need more information about a transaction listed on your account history or receipt. We must hear from you no later than 60 days after you electronically accessed your Account (and we had made an account history available, on which the transaction appeared), 60 days after we mailed you a written transaction history, or 120 days after the date the transfer you believe was in error was credited or debited to your Account, whichever is earlier.

(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 10 Business Days.

We will determine whether an error occurred 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 credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.



Powered by Bangor Savings Bank

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing 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.

20. Replacement Cards.

If you need to replace your Card for any reason, please contact Bangor Support at **1.877.Bangor1 (1.877.226.4671)**. We may charge you a fee for card replacement, according to the Fee Schedule. Please note that your Card has an expiry date on the Card. You may not use the Card after that date. However, even if the expiry date has passed, the available funds on your Card do not expire. Please contact Customer Service for a replacement Card if the Card expires. You will not be charged a fee for replacement cards that we send due to expiration of the Card. Upon contacting us for any lost/stolen Card or to replace your Card for any reason, your Card will be deactivated, and your funds may be temporarily unavailable until you activate your replacement Card.

21. Communications.

By opening an Account and using your Card, you acknowledge that you have read and agree to the ELECTRONIC RECORDS (E-SIGN) DISCLOSURE AND CONSENT, and our Privacy Policy, which are incorporated by reference herein, and that we may communicate with you by any means described therein or in this Agreement. You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice at any telephone number that you have provided or we have on file for you, even if that number is registered on a corporate, state, or national do-not-call registry. You may opt out of certain of these communications at any time by calling us at **1.877.Bangor1 (1.877.226.4671)** or emailing us at bangorsupport@bangor.com. In addition, you may have the option to receive communications via push notifications to your mobile device from the App. You may opt in or out of these push notifications by changing your communications settings in the App or on your mobile device. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us. Notices will be deemed to have been delivered on the day we mailed it to you, or made it available electronically. We are not responsible for items lost in, or not delivered by, mail or e-mail. Some notices may only be available electronically or in paper form. Notice to any owner of your Account is notice to all owners and Authorized Users.

22. Confidentiality.

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

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



Powered by Bangor Savings Bank

23. Business Days.

Our business days are Monday through Friday, except for federal holidays, and any other holiday on which banks in Maine are permitted to be closed. All references to “days” mean calendar days unless otherwise provided.

24. English Language Controls.

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

25. Changes to this Agreement.

We reserve the right to make changes to this Agreement at any time. You will be notified of any change to this Agreement if required by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice.

26. Non-Waiver; Severability.

We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected.

27. Governing Law.

This Agreement will be governed by the law of the state of Maine except to the extent governed by federal law.

28. Abandoned Property.

Should your Account have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency. If that occurs, you will be required to contact that state agency in order to claim your funds.

29. Closing Your Account and Teen Sub-Accounts.

You or we may close or suspend your Account, or cancel your right to use any Card associated with your Account, at any time and for any reason not prohibited by law, subject to the requirements of this section. You agree to destroy your Card(s) when your Account is closed. If, at the time your Account is closed, all transactions have cleared and there is no remaining balance, your Account will be closed and may no longer be used by you or any Authorized User. If there is a remaining balance, we may apply or transfer it to a Funding Source linked to your Account. If we close your Account, we may instead, at our option, apply the remaining balance to a new Account for your benefit. You or we may close any Teen Sub-Account at any time and for any reason not prohibited by law. If you or we close a Teen Sub-Account, but your Account is not closed, any funds remaining in the closed Teen Sub-Account will be transferred to your Parent Wallet Account. You may not close your Account or any Teen Sub-Account if it has a negative balance. If there is a negative balance in your Account or Teen Sub-Account when you request to close it, we may require you to restore your Account balance to \$0 before we will close your Account. We may require you to repay any negative balance that occurs after your Account is closed. If we do, you authorize us to charge or debit any Funding Source to restore the balance to \$0.

30. Assignability.

You may not assign or transfer your Account, Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card.



Powered by Bangor Savings Bank

31. Jury Trial and Class Action Waiver.

You and we acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement. In addition, you waive your right to join a class of other consumers to bring a claim against us, or to bring or be a class member in any class action or class arbitration proceeding. This jury trial and class action waiver will not affect or be interpreted as modifying in any fashion the Arbitration and Dispute Clause set forth in the following section, which contains its own jury trial and class action waiver.

32. Arbitration and Dispute Clause.

We have put this Arbitration and Dispute Clause (“Dispute Clause”) in question and answer form to make it easier to follow. However, this Dispute Clause is part of this Agreement and is legally binding. For purposes of this section, our “Notice Address” is: Bangor Savings Bank, 24 Hamlin Way, Bangor, Maine 04401.

Background and Scope.

Question	Answer
What is arbitration?	An alternative to court
In arbitration, a third party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.	
Is it different from court and jury trials?	Yes
The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.	
Can you opt-out of this Dispute Clause?	Yes, within 60 days
If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you establish your Account or enter into this Agreement, whichever is sooner. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you “opt out” of the dispute clause.	
What is this Dispute Clause about?	The parties’ agreement to arbitrate Disputes
Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.	
Who does the Dispute Clause cover?	You, us and certain “Related Parties”
This Dispute Clause governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.	
What Disputes does the Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)



Powered by Bangor Savings Bank

This Dispute Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.

Who handles the arbitration? Usually AAA or JAMS

Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: (1) The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamsadr.com; or (3) Any other company picked by agreement of the parties.

If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

Can Disputes be litigated? Sometimes

Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.

Are you giving up any rights? Yes

For Disputes subject to this Dispute Clause, you give up your right to: (1) Have juries decide Disputes; (2) Have courts, other than small-claims courts, decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Join a Dispute you have with a dispute by other consumers; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.

Can you or another consumer start a class arbitration? No

The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.

What law applies? The Federal Arbitration Act ("FAA")

This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.



Powered by Bangor Savings Bank

Will anything I do make this Dispute Clause ineffective?	No
This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.	

Process.

Question	Answer
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute
Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.	
How does an arbitration start?	Mailing a notice
If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.	
Will any hearing be held nearby?	Yes
The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.	
What about appeals?	Very limited
Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.	



Powered by Bangor Savings Bank

Arbitration Fees and Awards.

Question	Answer
Who bears arbitration fees?	Usually, we do.
We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.	
When will we cover your legal fees and costs?	If you win
If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator’s rules or if payment is required to enforce this Dispute Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.	
Will you ever owe us for arbitration or attorneys’ fees?	Only for bad faith
The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Dispute Clause invalid.	
Can an award be explained?	Yes
A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.	

This Card is issued by Bangor Savings Bank, Member FDIC.
© 2024 Bangor Savings Bank