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Dear Depositor:

This disclosure 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 disclosure 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 disclosure carefully; continued use of your account with us after receipt of this disclosure means you agree to these rules, you agree to pay the fees listed in the accompanying Common Fee Schedule, 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 disclosure 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 disclosure, 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. Continuing to maintain your account after you receive notice of an amendment to this agreement constitutes your acceptance of the amendment.

## 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** – A padlock (or lock) like this one  displays in a web browser to indicate a secure communication channel exists between the browser and the server and the connection to the site is secure and data is encrypted before it is sent.

**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.

**FAILSAFE SUSPICIOUS DEVICE RISK CHECK** – You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Bangor Savings Bank or its service providers for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy to see how we treat your data.

**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.

## **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). If any required documentation is returned because it is incomplete, incorrect, unsigned, or otherwise defective, we are required to immediately start backup withholding, if applicable.

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, 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. Eligibility restrictions: POD and ITF accounts are not available with our Maine ABLE Benefit Checking<sup>SM</sup> or any Fiduciary 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, 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.

**RELIANCE ON CORRECTLY COMPLETED DOCUMENTATION/FORMS TO AUTHORIZE CHANGES –** When establishing a relationship with us, when opening a new account or when requesting maintenance and we determine the forms are incomplete, incorrect, unsigned, missing, or otherwise defective, we will attempt to contact you to request new or revised documentation. If we are unable to collect the corrective paperwork from you, the Bank will revert the maintenance that was performed, or we will close the account and mail the funds to the registered account owner(s).

**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 available 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 or item 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 Common Fee Schedule, as may be amended from time to time.

**RETURNED ITEMS** – If a check or other item 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 available 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 Common Fee Schedule, as may be amended from time to time.

**TRANSACTION PROCESSING ORDER** – We pay chargebacks and other debit items 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. The processing order of items is important if you do not have sufficient available funds in your account to pay every item, both when the item is authorized and when the item settles. Sometimes we authorize an item at a time when you have sufficient available funds to pay it, but because other items and fees are paid before it and reduce your balance, the item creates an overdraft. The payment order can affect the number of items overdrawn or returned unpaid, and the amount of the fees you may have to pay. You can avoid fees for overdrafts and returned items by making sure that your account always has a sufficient available balance to pay all of your items and associated fees. Also, please be aware that the presentment or payment of items that result in an overdrawn balance or unpaid items may create multiple fees being assessed during a single banking day. For personal accounts, you may be charged our standard overdraft fee as noted in our Common Fee Schedule for each paid item, up to a limit of three (3) per day. We do not charge a fee for returned items on personal accounts. For non-personal accounts, you may be charged our standard overdraft fee as noted in our Common Fee Schedule for each item (paid or returned), up to a limit of six (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 postdating 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 overdraft fee (paid or returned) 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 (1.877.226.4671). 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 a fee on each item as noted in our Common Fee Schedule.

**ROUNDING** - In the absence of federal regulation addressing the rounding of cash transactions following the U.S. Treasury Department's planned phase-out of the penny, Bangor Savings Bank may take one of several approaches as our penny inventory decreases across branches. These may include requesting that you deposit the change from your cash-out transaction into your account, rounding your withdrawal amount up or down, or rounding certain cash-out transactions. These policies and procedures are subject to change in Bangor Savings Bank's discretion. In the event official guidance or regulation is issued by the federal government on this topic, Bangor Savings Bank's policies will be amended accordingly to ensure compliance with such guidance and/or regulation.

**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. Upon expiration, the stop payment order may be renewed. 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 (1.877.226.4671) or at Bangor Savings Bank, P.O. Box 930, Bangor, ME 04401

**STOP PAYMENT 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. We may refuse to close your account if your account has an insufficient available balance, you have not satisfied any payment obligation to use under this or any other agreement you have with us, your account is not in good standing, or for any other reason in our sole discretion unless prohibited by law. We may also suspend or restrict your use of your account in preparation for closing. If your account is closed, you must make other arrangements for direct deposits, automatic payments and withdrawals, and any other scheduled or preauthorized transfer of funds to or from your account.

**EARLY ACCOUNT CLOSURE FEE** – Unless specifically listed otherwise, an early account closure fee for checking/statement savings/market rate statement/money market statement accounts is charged if the account is closed within 90 days of account opening. See the Common Fee Schedule 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.

## **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 (1.877.226.4671) during business hours.

**Periodic Statements** – Personal checking as well as business checking, statement savings will receive monthly statements.

Personal savings, money market statement, and market rate statement accounts will receive quarterly statements unless you have multiple accounts, the statements may be combined, and the statement frequency will follow that of the lead account. Additionally, if an electronic transaction is posted to the account, you will receive a periodic statement for the month in which the electronic transaction posted. You will not receive a separate quarterly statement when your periodic statement for any month is a calendar quarter-end.

**Passbook Accounts** – We do not send periodic statements for passbook accounts. 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 disclosure. 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.

## 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.

## 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 statement account to a maximum of six per month (less the number of certain “preauthorized transfers” during the month). Other account transfer restrictions are shown elsewhere in this disclosure.

**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 available 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<sup>SM</sup> transaction. 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 next 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 statement savings, money market statement, or market rate statement accounts.

**OVERDRAFTS, INSUFFICIENT FUNDS AND RELATED FEES** – When you make a transaction or an item is presented for payment from your account, and your account has insufficient available balance, our general practice is to decline the item for payment, but we may pay it at our discretion. An “item” is any request, instruction, or order for payment, transfer or withdrawal of funds from your account, including but not limited to, a check, ACH, funds transfer, online banking transaction, wire transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, fee, charge or other instruction or attempt for an amount to be added to or subtracted from your balance, whether or not we pay or settle the item. An “item” may also be referred to as a “transaction” in this agreement and disclosure. If we pay an item, it may result in an insufficient balance or “overdraft” in your account. When you authorize someone, such as a merchant, to debit money from your account or charge your debit card, that person or their bank may resubmit returned, unpaid items multiple times. Each submission and resubmission is a separate “item” for which an overdraft (Paid Item, No Return Benefit<sup>SM</sup> or Unpaid Item) fee may be charged, as applicable to your account type.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize or pay any type of item. Even if we’ve paid overdraft transactions before, we are not required to do it in the future. We may pay or return any item when it is presented if your account balance or available balance is less than the amount of that item. We look at your available balance only once when the item is presented (or presented again at a later time such as a check or ACH) to us to decide if you have enough funds to pay the item. The available balance shown to you at the time you authorize a transaction may not be the same amount we use to determine whether you have sufficient available balance to pay each item.

If we pay an overdraft, you will incur an Overdraft Item Fee as shown in your Common Fee Schedule. If you have insufficient available balance and we return the item, you may incur additional fees as shown in your Common Fee Schedule. If an overdraft occurs in your account, you must immediately pay the amount of any overdraft along with any fees that apply. If you don’t do so, you may also be charged additional Sustained Overdraft Balance Fees as shown in the Common Fee Schedule. We may also report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. We may refer to all of the fee types described in the “Overdraft & Return Item Fees / Returned Deposit Items” section of the Common Fee Schedule as “overdraft fees” in this agreement.

**Please note that your authorization for a single transaction may result in multiple items, and you may incur multiple Overdraft and/or Return Item Fees. If we decline to pay an item, a merchant or payee may attempt to re-present the item more than once. Each attempt is an “item” and may result in an Overdraft and/or Return Item Fee for each item.**

**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 available balance temporarily drops below zero, overdraft fees on items paid will not exceed three (3) fees for personal accounts per day regardless of the number of items paid. In the event your available balance temporarily drops below zero, overdraft fees on items paid or returned will not exceed six (6) fees for non-personal accounts per day regardless of the number of items paid or returned. This does not include Sustained Overdraft Balance fees. Please note the following personal money management resources and tools are available:

- Maine Department of Education: Financial Literacy @ <https://www.maine.gov/learning/content/socialstudies/resources/financialliteracy>
- 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, Business Complete Overdraft Protection and our Account-Link Overdraft Protection.
  - Standby Money Overdraft Protection: Designed for unexpected expenses and to provide protection from overdrafts, the Standby Money Overdraft Protection account is available to qualified borrowers beginning at \$500 up to \$9,999. There are no application, transfer, or annual fees associated with this product. Eligibility restrictions: Standby Money Overdraft Protection is not available with our Maine ABLE

- Benefit Checking<sup>®</sup>, Fiduciary Maine ABLE Benefit Checking<sup>®</sup> or Benefit Promise<sup>®</sup> accounts.
- Business Complete Overdraft Protection: Designed for unexpected expenses and to provide protection from overdrafts, the Business Complete Overdraft Protection account is available to qualified borrowers beginning at \$2,500 up to \$10,000. There are no application, transfer, or annual fees associated with this product.
- Account-Link Protection: An account that is linked to a primary checking account to cover the exact amount of an overdraft, Account-Link Protection is available on accounts with common registrations. There are no application, transfer, or annual fees associated with this product. Eligibility restrictions: Account-Link Protection is not available with our Maine ABLE Benefit Checking<sup>SM</sup> or Fiduciary Maine ABLE Benefit Checking<sup>SM</sup> accounts. Account-Link Protection is not available with our Secured Credit Card Collateral Savings account as a debit account.
- When layering overdraft protection products and services, it is important to keep in mind the following:
  - Funds needed to cover an overdraft will sweep from the available balance in any Account-Link first, followed by the available balance in any Stand-By Money and then No Return Benefit<sup>SM</sup> last.
  - Balances in the “FROM” account for Account-Link are not included in the available balances for the “TO” account. This means, if Account-Link is established as a stand-alone overdraft protection product then any ATM and Debit Card items you attempt will be declined if funds are not available in the account being accessed. However, if layered with the No Return Benefit<sup>SM</sup> product, the item would be authorized by No Return Benefit<sup>SM</sup> but the Account-Link will cover the item (provided balances are available) saving the embarrassment of having the item declined.

**NO RETURN BENEFIT<sup>SM</sup> 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.

The No Return Benefit<sup>SM</sup> is a service that we offer to our qualified customers. Normally, when an amount greater than your available balance is charged, the item will be declined. With the No Return Benefit Policy, the bank may cover the cost to complete the transaction, allowing the item to be approved.

We are not obligated to pay any item presented for payment if your account does not contain sufficient available balance. 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. Even if you have opted out of the service, we may, at our option, pay items that result in an overdraft on your account, and you are responsible for promptly repaying any such overdraft, but we will not charge you an Overdraft Item Fee on everyday (one time) debit card transactions and ATM withdrawals that overdraw your account, or if prohibited by law. 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 overdraft 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 insufficient funds 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 overdraft fee that you owe us shall be due and payable upon demand. If there is an overdraft item paid or returned 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 any overdraft plus our standard Overdraft and/or Return Item Fee as disclosed in our Common Fee Schedule.

No Return Benefit<sup>SM</sup> should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. The ability to opt-in to No Return Benefit<sup>SM</sup> is provided at the time of account opening. Any requests to opt-in to No Return Benefit<sup>SM</sup> after your account has been established will require an exception review. **If you have not opted-in and want Bangor Savings Bank to authorize and pay overdrafts, contact** Bangor Support 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, contact** Bangor Support at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch. Bangor Savings Bank offers additional products that may provide more cost-effective options for overdraft protection, including Standby Money (subject to credit qualifications), Business Complete Overdraft Protection (subject to credit qualifications) and Account-Link Overdraft Protection. If you obtain either of these overdraft protection options, any available funds in the checking, money market statement or statement savings account or the line of credit tied to your primary checking account are accessed before the No Return Benefit<sup>SM</sup> service is activated.

You should note that your No Return Benefit<sup>SM</sup> limit is not reflected in your balance provided by a teller, Bangor Online, 24-Hour Phone banking or at the ATM.

**Limitations of No Return Benefit<sup>SM</sup>:** No Return Benefit<sup>SM</sup> is a non-contractual courtesy that is available to select individually/jointly owned accounts in good standing for personal or non-personal 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<sup>SM</sup> amount on a personal account, they 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<sup>SM</sup> 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<sup>SM</sup> overdrafts on non-personal accounts.

**For personal accounts, you will be charged the following by Bangor Savings Bank if you overdraw your account or have insufficient available funds:**

- A fee will be charged for each overdraft (Paid Item or No Return Benefit<sup>SM</sup>) item, as disclosed in our Common Fee Schedule.
- We limit the number of overdraft (Paid Item or No Return Benefit<sup>SM</sup>) fees we charge to three (3) for personal accounts per day, though we may choose to pay additional items.
- We do not charge a fee for a returned (unpaid) item on personal accounts.
- We do not charge a fee if the overdraft item results in an overdrawn available balance of \$25.00 or less on personal accounts.
- If your account is overdrawn for 7 or more business days, we will charge a Sustained Overdraft Balance fee, as disclosed in our Common Fee Schedule.

For **non-personal** accounts, you will be charged the following by Bangor Savings Bank if you overdraw your account or have insufficient available funds:

- A fee will be charged for each item (Paid Item, No Return Benefit<sup>SM</sup> or Return Item), as disclosed in our Common Fee Schedule.
- We limit the number of fees (Paid Item, No Return Benefit<sup>SM</sup> or Return Item) we charge to six (6) for non-personal accounts per day, though we may choose to pay or return additional items.
- We do not charge a fee if the overdraft item results in an overdrawn available balance of \$5.00 or less on non-personal accounts.
- If your account is overdrawn for 3 or more business days, we will charge a Sustained Overdraft Balance fee, as disclosed in our Common Fee Schedule.

**Eligibility Restrictions:** No Return Benefit<sup>SM</sup> is not available with our Maine ABLE Benefit Checking<sup>®</sup>, Fiduciary Maine ABLE Benefit Checking<sup>®</sup> and Benefit Promise<sup>®</sup> accounts. It is also 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<sup>SM</sup> Service and ATM and Everyday (one time) Debit Transactions** – For accounts that qualify for No Return Benefit<sup>SM</sup> service, we may authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number including electronic funds transfers
- Automatic bill payments and payments authorized by you

We typically do not authorize and pay overdrafts for the following transactions unless you specifically opt-in to have these transaction types covered by your No Return Benefit<sup>SM</sup> service:

- Everyday (one time) debit card transactions
- ATM withdrawals

The ability to opt in-to No Return Benefit<sup>SM</sup> and pay overdrafts on your ATM and everyday (one time) debit card transactions is provided at the time of account opening. Any requests to opt-in to No Return Benefit<sup>SM</sup> after your account has been established will require an exception review. **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** Bangor Support 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 item will be declined or returned. If we do pay the transaction and you have not opted in, we will not charge you an Overdraft Item Fee on ATM and everyday (one time) debit card transactions, but you will be responsible for repaying the overdraft.

**If you would like to opt-out of having Bangor Savings Bank authorize and pay overdrafts on your ATM and everyday (one time) debit card transactions, contact** Bangor Support 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 Stand-By Line of Credit, Business Complete Overdraft Protection and our Account-Link Overdraft Protection. These may be less expensive than our standard overdraft practices. To learn more, contact Bangor Support at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch. Eligibility restrictions: Account-Link Protection is not available with our Maine ABLE Benefit Checking<sup>®</sup> or Fiduciary Maine ABLE Benefit Checking<sup>®</sup> accounts. Account-Link Protection is not available with our Secured Credit Card Collateral Savings account as a debit account. Standby Money Overdraft Protection is not available with our Maine ABLE Benefit Checking<sup>®</sup>, Fiduciary Maine ABLE Benefit Checking<sup>®</sup> and Benefit Promise<sup>®</sup> accounts.

**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 statement 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 have a common owner. There are no application, transfer, or annual fees associated with this product. Amounts transferred are in the exact amount required to cover the total amount overdrawn. If the linked checking, money market statement or statement savings account from which you have authorized funds to be transferred does not have sufficient available 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. Eligibility restrictions: Account-Link Protection is not available with our Maine ABLE Benefit Checking<sup>®</sup> or Fiduciary Maine ABLE Benefit Checking<sup>®</sup> accounts. Account-Link Protection is not available with our Secured Credit Card Collateral Savings account as a debit account.

**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.

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND PAID ITEM/NO RETURN BENEFIT<sup>SM</sup> FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction or item, but we pay it anyway. Even if there is sufficient available balance in your account when an item is authorized, there may be insufficient funds in your account when the item settles. We can cover your overdrafts in different ways:

1. We have standard overdraft practices that come with your account defined as No Return Benefit<sup>SM</sup>, which is described in this booklet.
2. We also offer overdraft services, such as Account-Link, Standby Money Overdraft Protection and Business Complete Overdraft Protection, which may be less expensive than our standard overdraft practices.

This explains our standard overdraft practices which is defined as No Return Benefit<sup>SM</sup>:

### What are the standard overdraft practices that come with my account?

For accounts that qualify for No Return Benefit<sup>SM</sup> service, we may authorize and pay overdrafts for the following types of items:

- Checks and other items made using your checking account number including electronic funds transfers.
- Automatic bill payments and payments authorized by you.

We generally do not authorize and pay overdrafts for the following types of items unless you specifically opt-in to have these transaction types covered by your No Return Benefit<sup>SM</sup> service:

- ATM transactions
- Everyday (one time) debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of item. If we do not authorize and pay an overdraft, your item will be declined or returned.

**What if I want Bangor Savings Bank to authorize and pay overdrafts on my ATM and everyday (one time) debit card transactions?**

The ability to opt-in to No Return Benefit<sup>SM</sup> is provided at the time of account opening. Any requests to opt-in to No Return Benefit<sup>SM</sup> after your account has been established will require an exception review. If you also want Bangor Savings Bank to authorize and pay overdrafts on ATM and everyday (one time) debit card transactions, contact Bangor Support at 1.877.Bangor1 (1.877.226.4671), or visit your nearest Bangor Savings Bank branch.

**What fees will I be charged if Bangor Savings Bank pays my overdraft?**

You will incur fees as shown in your Common Fee Schedule.

**For personal accounts, you will be charged the following by Bangor Savings Bank if you overdraw your account:**

- A fee will be charged for each overdraft (Paid Item or No Return Benefit<sup>SM</sup>) item, as disclosed in our Common Fee Schedule.
- We limit the number of overdraft (Paid Item or No Return Benefit<sup>SM</sup>) fees we charge to three (3) for personal accounts per day, though we may choose to pay additional items.
- We do not charge a fee for a returned (unpaid) item on personal accounts.
- We do not charge a fee if the overdraft item results in an overdrawn available balance of \$25.00 or less on personal accounts.
- If your account is overdrawn for 7 or more business days, we will charge a Sustained Overdraft Balance fee, as disclosed in our Common Fee Schedule.

**For non-personal accounts, you will be charged the following by Bangor Savings Bank if you overdraw your account or have insufficient available funds to pay an item:**

- A fee will be charged for each item (Paid Item, No Return Benefit<sup>SM</sup> or Return Item), as disclosed in our Common Fee Schedule.
- We limit the number of fees (Paid Item, No Return Benefit<sup>SM</sup> or Return Item) we charge to six (6) for non-personal accounts per day, though we may choose to pay or return additional items.
- We do not charge a fee if the overdraft item results in an overdrawn available balance of \$5.00 or less on non-personal accounts.
- If your account is overdrawn for 3 or more business days, we will charge a Sustained Overdraft Balance fee, as disclosed in our Common Fee Schedule.

**Overdraft Service Eligibility Restrictions for Maine ABLE Benefit Checking<sup>®</sup>, Fiduciary Maine ABLE Benefit Checking<sup>®</sup>, Secured Credit Card Collateral Savings Account and Benefit Promise<sup>®</sup>:**

No Return Benefit<sup>SM</sup>, Standby Money Overdraft Protection and Account-Link Protection are not available with Maine ABLE Benefit Checking<sup>®</sup> and Fiduciary Maine ABLE Benefit Checking<sup>®</sup> accounts. You cannot request that No Return Benefit<sup>SM</sup>, Standby Money Overdraft Protection or Account-Link Protection be added to your account. References in this document to Account-Link Protection, Standby Money Overdraft Protection and No Return Benefit<sup>SM</sup> do not apply to Maine ABLE Benefit Checking<sup>®</sup> and Fiduciary Maine ABLE Benefit Checking<sup>®</sup> accounts.

No Return Benefit<sup>SM</sup> and Standby Money Overdraft Protection are not available with Benefit Promise<sup>®</sup> accounts. You cannot request that No Return Benefit<sup>SM</sup> and Standby Money Overdraft Protection be added to your account. References in this document to Standby Money Overdraft Protection and No Return Benefit<sup>SM</sup> do not apply to Benefit Promise<sup>®</sup> accounts.

Account-Link Protection is not available with Secured Credit Card Collateral Savings accounts as a debit account. You cannot request Account-Link Protection be added to your account. References in this document to Account-Link Protection do not apply to Secured Credit Card Collateral Savings accounts.

With a Maine ABLE Benefit Checking<sup>®</sup>, Fiduciary Maine ABLE Benefit Checking<sup>®</sup> or Benefit Promise<sup>®</sup> account, if you do not have available funds in your account to cover the transaction when it is presented to us for payment or authorization, we will:

- Return checks and other transactions made using your checking account number (including electronic funds transfers) unpaid.
- Not authorize ATM and everyday (one-time) debit card transactions into overdraft.
- Not authorize other transactions such as recurring debit card transactions into overdraft.

We will not charge you fees if we return or decline to authorize an item. However, payees or merchants may still charge a fee. Although we will not authorize items when you do not have enough money in your account to cover them, certain items or account activity may result in a negative balance when they are presented to us for authorization. For example, if you add a tip to a transaction after we have approved the transaction without the tip OR if we credit a deposit that is later returned unpaid, you may see a negative balance in your account. We will not charge a Paid Item, No Return Benefit<sup>SM</sup> or Return Item fee for these items. You simply need to repay the negative amount promptly.

**ACH DEBITS AND CREDITS**

For each ACH item, you agree that the item is subject to the National Automated Clearing House Association (NACHA) Operation Rules & Guidelines and any local ACH operating rules then in effect ("NACHA Rules"). You agree that we may rely on the representations and warranties contained in the NACHA Rules. Under the NACHA Rules, we and any person you authorize to debit or credit your account (and their financial institution) may submit items and returned items multiple times, even for one-time transactions, in accordance with the NACHA Rules.

**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 your 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 45 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 (1.877.226.4671) or at Bangor Savings Bank, P. O. Box 930, Bangor, ME 04401. You must contact us within 45 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, Statement Savings, Money Market Statement, or Market Rate Statement account.

**Preauthorized Withdrawals** – You may make arrangements to have certain payments made from your Checking, Statement Savings, Money Market Statement, 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, Statement Savings, Money Market Statement, Market Rate Statement 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 available balance in the account from which the transfer is made or authorized. If there are not sufficient available funds in the account from which the transfer is made or authorized, we may return or decline to pay the transfer, or the account may become overdrawn and you will be responsible for any and all fees associated with that transfer and each associated item, whether paid or returned.

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 onetime 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 (1.877.226.4671) 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. For personal accounts, please also refer to the Consumer Error Resolution section below regarding your duties to notify Bangor Savings Bank of any errors, issues, or problems regarding our electronic fund transfers.

**Transaction Limitations** – We are required by Federal regulation to limit third-party transactions or preauthorized transfers to six per calendar month. Types of transactions that fall within this limit per statement period are preauthorized, automatic or telephone transfers, ACH debits, transfers from your statement savings accounts under an agreement to cover overdrafts on a transaction account, or a transfer from a statement savings account at your telephoned request made either directly to a bank employee or indirectly through Phone banking or transfers made by personal computer and mobile device (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.

**Bangor Savings Bank's Liability for Failure to Make Transfers/Process Transactions** – 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 (there may be other limitations on our liability not listed below):

- If, through no fault of ours, you do not have enough money in your account to make the transfer or process the transaction.
- If the transfer or transaction would go over the credit limit on your overdraft line/No Return Benefit<sup>SM</sup> or the available amount in a linked account.
- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.
- If the funds are subject to legal process or other encumbrance restricting such transfer or transaction.
- If the transfer or transaction would exceed transactional limits on your account or the dollar limits and maximum usage limits on your Card.
- If a merchant refuses to accept your card or process your transaction.
- If there is a system outage either with our system or that of our vendor partner that prevent the transfer or transaction from occurring.
- If the Recipient's financial institution's system fails and we are unable to complete the transfer.
- If the terminal where you are making the transfer or processing the transaction is not working properly and you knew about the breakdown when you started the transfer or transaction.
- If the Automated Teller Machine where you are making the transfer or transaction does not have enough cash or rejects your card.
- If circumstances beyond our control (such as outages, service interruptions, fire or flood) prevent the transfer or transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

## DEBIT Mastercard® CONSUMER AGREEMENT

We are Bangor Savings Bank, 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 or if you believe that an unauthorized transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You are at risk of losing all the funds in your account (including funds in any linked account and overdraft line of credit). 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 or PIN 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, 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.

**Mastercard® Automatic Billing Updater (ABU)** - Is a free service that is automatically provided with your Bangor Savings Bank Mastercard® Debit Card. Participating merchants who receive recurring payments from your Bangor Savings Bank Mastercard® Debit Card will automatically be updated when information about your card changes because of a product upgrade, card expiration, loss or theft, account closure or other reason. Since not all merchants participate in ABU, it is highly encouraged that you also contact all merchants directly that are setup for recurring payments from your Bangor Savings Bank Mastercard® Debit Card when your card information changes. You may opt out of this service at any time and can do so by contacting your local Bangor Savings Bank branch or by calling 1.877.Bangor1 to speak with a Bangor Support representative.

**Zero Liability** - As a Mastercard® cardholder, Zero Liability applies to your purchases made in the store, over the phone, online or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

1. You have used reasonable care in protecting your card from loss or theft; and
2. You have promptly reported to your financial institution when you knew that your Mastercard® was lost or stolen.

Zero Liability does not apply to the following (or certain) Mastercard® payment cards: Commercial cards, unregistered prepaid cards or gift cards.

If you have questions regarding Zero Liability coverage or you suspect unauthorized use of your card, please contact us.

**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. For security reasons, there are limits on the dollar amount of transactions you can make as well as the frequency in which transactions can be made.

From time to time, we may notify you of changes in or additions to the types of transactions that you may perform at authorized Remote Banking Facilities. Such notification shall be considered an amendment to this agreement.

**Types of Transactions** - Below are the types of transactions your Card will accommodate (only statement accounts can be attached to your Card and thus eligible for the below transactions):

**Automated Teller Machine (ATM) Transactions** - Some of these services may not be available at all terminals. You may access your account by ATM using your Card and PIN to:

- Make deposits to your checking or savings, money market and market rate accounts linked to the Card. Deposits are not accepted at off-premise Bangor Savings Bank ATMs.
- Withdraw cash from your checking or savings, money market and market rate accounts linked to the Card.

- Transfer funds between your checking or savings, money market and market rate accounts linked to the Card. Transfers are only allowed at Bangor Savings Bank ATMs and other CIRRUS®, NYCE® & AllPoint® System ATMs where account transfers are an available function.
- Obtain information about accounts linked to the Card such as balance information. Account information is only available at Bangor Savings Bank ATMs and other CIRRUS®, NYCE® & AllPoint® System ATMs where account information is an available function.
- Perform certain Card maintenance such as PIN changes. Card maintenance is only available at Bangor Savings Bank ATMs and other CIRRUS®, NYCE® & AllPoint® System ATMs where account maintenance is an available function.

**Point-of-Sale (POS) Transactions** - You may access your 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) where Mastercard® is accepted.

**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 will refund the charges within three (3) business days.

**Charges for Electronic Fund Transfers Outside the United States** - No ATM usage fee is assessed by Bangor Savings Bank when using an ATM outside of 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 (3) 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).

**Using Your Card for International Transactions** - We may block transactions in certain foreign countries. Call us at 1.877.226.4671 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

**Limitation on Frequency and Amount of Transactions** - For security reasons there are limits on dollar amounts of transactions you can make using Automated Teller Machines (ATM), Point-of-Sale (POS), or retail terminals per business day. The daily limit for ATM withdrawals is \$1,005.00 and the daily limit for POS and retail terminal transactions is \$2,500.00. The daily maximum card usage for ATM transactions is ten (10). The daily maximum card usage for POS and retail terminal transactions is twenty-five (25). The daily maximum card usage aggregate for ATM transactions and POS and retail terminal transactions is twenty-five (25).

**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 a point of sale terminal. 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 agreement, 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 sixty (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 tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. For errors involving Debit Mastercard® transactions, we will credit your account within five (5) business days for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that 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.

**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<sup>SM</sup> 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/Process Transactions** - 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 (there may be other limitations on our liability not listed below):

- If through no fault of ours, you do not have enough money in your account to make the transfer or process the transaction.
- If the transfer or transaction would go over the credit limit on your overdraft line No Return Benefit<sup>SM</sup> or the available amount in a linked account.

- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.
- If the funds are subject to legal process or other encumbrance restricting such transfer or transaction.
- If the transfer or transaction would exceed transactional limits on your account or the dollar limits and maximum usage limits on your Card.
- If a merchant refuses to accept your card or process your transaction.
- If there is a system outage either with our system or that of our vendor partner that prevent the transfer or transaction from occurring.
- If the Recipient's financial institution's system fails and we are unable to complete the transfer.
- If the terminal where you are making the transfer or processing the transaction is not working properly and you knew about the breakdown when you started the transfer or transaction.
- If the Automated Teller Machine where you are making the transfer or transaction does not have enough cash or rejects your card.
- If circumstances beyond our control (such as outages, service interruptions, fire or flood) prevent the transfer or transaction despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

If you believe your Card has been lost, stolen or suspect fraudulent activity, please call: 1.877.Bangor1 (1.877.226.4671) 24 hours a day, 7 days a week.

## **DEBIT Mastercard® GUIDE TO BENEFITS - CONSUMER**

**Important information** - This DEBIT Mastercard® Guide to Benefits - Consumer contains detailed information about insurance, retail protection and travel services you can access as a preferred cardholder. This Guide supersedes any guide or program description you may have received earlier.

To file a claim or for more information on any of these services, call the Mastercard® Assistance Center at 1-800-Mastercard: 1-800-627-8372, or en Español: 1-800-633-4466. "Card" refers to Mastercard® card and "Cardholder" refers to a Mastercard® cardholder.

### **Mastercard ID Theft Protection™**

**Program Description:** Mastercard ID Theft Protection™ (IDT) provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception. For more information regarding the services stated below and additional information, please visit <https://mastercardus.idprotectiononline.com/>.

**Eligibility:** All Mastercard® consumer debit cardholders in the US are eligible for this coverage.

**Access:** Simply contact 1-800-Mastercard if you believe you have been a victim of Identity Theft.

**Services Provided:** Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <https://mastercardus.idprotectiononline.com/>. The services include:

- 1) **Online Monitoring Dashboard (requires activation):** The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity monitoring alerts.
- 2) **Monthly Risk Alert / Newsletter:** Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity protection practices.
- 3) **Identity Monitoring:** IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are: Email addresses, Debit/credit cards/prepaid cards, Bank accounts, Web logins; username and password, Medical insurance cards, Drivers' license, Loyalty cards, Affinity cards, Passport number, Vehicle insurance cards, and Social Security number. To take advantage of this service, the cardholder must enter the personal information they wish to monitor on the dashboard.
- 4) **Resolution Services:** You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve your identity theft incident and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to sign limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.
- 5) **Lost Wallet Assistance:** Cardholder's will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit card, driver's license, Social Security card, and passport.
- 6) **Single Bureau Credit Monitoring:** Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change, or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage. To take advantage of this service, the cardholder must enter their Social Security number on the dashboard and pass credit authentication.
- 7) **Financial Account Takeover:** IDT monitors cardholder's high- risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include: Debit/credit cards/prepaid cards, Bank accounts, Brokerage accounts, Healthcare portals, Workplace intranets, and Other services (e.g. peer-to-peer fund transfers). To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.
- 8) **URL and Domain Monitoring:** URL and Domain monitoring allows Cardholder to enter up to 10 domain or URL names related to cardholder's business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered cardholder via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

**Program Provisions for Mastercard ID Theft Protection™:** This service applies only to you, the named Mastercard® cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard® cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard® or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard® cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact 1-800-Mastercard.

### **Extended Warranty -**

#### **Evidence of Coverage**

##### **A. To get coverage:**

- You must purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

##### **B. The kind of coverage you receive:**

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product

with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.

- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

**C. Coverage limitations:**

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve months, this benefit will not apply.
- We or our administrator will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

**D. What is NOT covered:**

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/ services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

**E. How to file a claim:**

- Call 1-800-Mastercard or go to [www.mycardbenefits.com](http://www.mycardbenefits.com) to initiate a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - Receipt showing covered item(s)
  - Statement showing covered item(s)
  - Itemized purchase receipt(s)
  - Original manufacturer's (or U.S. store brand) warranty
  - Service contract or optional extended warranty, if applicable
  - Itemized repair estimate from a factory authorized service provider.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

**Satisfaction Guarantee**

**The Legal Disclosure is part of this agreement.**

**A. To get coverage:** You must purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift.

**B. The kind of coverage you receive:**

- Purchases you make entirely with your covered card are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your covered card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

**C. Coverage limitations:**

- Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. In no event will we pay more than the purchase price of the item.
- Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

**D. What is NOT covered:**

- Damaged, defective, or non-working items.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Customized/personalized, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).

- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
  - Shipping charges, taxes, storage fees, postage, transportation, and delivery charges; promised time frames of delivery.
  - Products purchased at auctions.
- E. How to file a claim:** Call 1-800-Mastercard or go to [www.mycardbenefits.com](http://www.mycardbenefits.com) to initiate a claim. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
    - Receipt showing the purchased item(s).
    - Statement showing the purchased item(s).
    - Itemized purchase receipt(s).
    - Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
    - A copy of the store's return policy.
  - Any other documentation that may be reasonably requested by us or our administrator to validate a claim. You must send the item to us or our administrator before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our administrator. Items sent to us or our administrator will not be returned to you.

**Mastercard Global Service™**

Mastercard Global Service™ provides worldwide, 24-hour assistance with Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance. Call Mastercard Global Service™ immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else. Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account. In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call 1-800-307-7309. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service™ Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll-free from over 80 countries worldwide. Some of the key toll-free **Mastercard Global Service™ telephone numbers** are:

Australia.....	1-800-120-113
Austria.....	0800-070-6138
France.....	0-800-90-1387
Germany.....	0800-071-3542
Ireland.....	1800-55-7378
Italy.....	800-870-866
Mexico.....	001-800-307-7309
Netherlands.....	0800-022-5821
Poland.....	0-0800-111-1211
Portugal.....	800-8-11-272
Spain.....	900-822-756
United Kingdom.....	0800-96-4767
Virgin Islands.....	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at [www.mastercard.com](http://www.mastercard.com) or call the United States collect at 1-636-722-7111.

**Account Information and Card Benefits:** When in the United States, contact your card issuer directly for account information and 1-800-Mastercard for card benefits. When traveling outside the U.S., call Mastercard Global Service™ to access your card issuer for account information or to access any of your card benefits.

**ATM Locations:** Call 1-877-FINDATM (1-877-346-3286) to find the location of a nearby ATM in the Mastercard® ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at [www.mastercard.com](http://www.mastercard.com) to use our ATM locator. You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

**Mastercard Airport Concierge™**

Your passport to the finer side of air travel. Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge™ services visit [www.mastercard.com/airportconcierge](http://www.mastercard.com/airportconcierge) or consult your Travel Advisor.

**Account and Billing Information**

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card. Reminder: Please refer to the Legal Disclosure section.

**Legal Disclosure**

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract. Benefits are provided to you, the accountholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility). The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC are governed by the Group Policy.

**Effective date of benefits:** Effective July 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder

**Salvage:** If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language. In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability. This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the Mastercard® actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restriction.

## DEBIT Mastercard® BusinessCard™ AGREEMENT

**Introduction** - This Debit Mastercard® BusinessCard Agreement ("Agreement") contains contract terms and other important information relating to your Debit Mastercard® BusinessCard. 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.

**BusinessCard 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. We will issue Cards and PINs 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.

**Mastercard® Automatic Billing Updater (ABU)** - Is a free service that is automatically provided with your Bangor Savings Bank Mastercard® Debit Card. Participating merchants who receive recurring payments from your Bangor Savings Bank Mastercard® Debit Card will automatically be updated when information about your card changes because of a product upgrade, card expiration, loss or theft, account closure or other reason. Since not all merchants participate in ABU, it is highly encouraged that you also contact all merchants directly that are setup for recurring payments from your Bangor Savings Bank Mastercard® Debit Card when your card information changes. You may opt out of this service at any time and can do so by contacting your local Bangor Savings Bank branch or by calling 1.877.Bangor1 to speak with a Bangor Support representative.

## 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 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 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. For security reasons, there are limits on the dollar amount of transactions you can make as well as the frequency in which transactions can be made. From time to time, we may notify you of changes in or additions to the types of transactions that you may perform at authorized Remote Banking Facilities. Such notification shall be considered an amendment to this agreement.

**Types of Transactions** - Below are the types of transactions your Card will accommodate (only statement accounts can be attached to your Card and thus eligible for the below transactions):

**Automated Teller Machine (ATM) Transactions** - Some of these services may not be available at all terminals. You may access your account by ATM using your Card and PIN to:

- Make deposits to your checking or savings, money market and market rate accounts linked to the Card. Deposits are not accepted at off-premise Bangor Savings Bank ATMs.
- Withdraw cash from your checking or savings, money market and market rate accounts linked to the Card.
- Transfer funds between your checking or savings, money market and market rate accounts linked to the Card. Transfers are only allowed at Bangor Savings Bank ATMs and other CIRRUS®, NYCE® & AllPoint® System ATMs where account transfers are an available function.
- Obtain information about accounts linked to the Card such as balance information. Account information is only available at Bangor Savings Bank ATMs and other CIRRUS®, NYCE® & AllPoint® System ATMs where account information is an available function.
- Perform certain Card maintenance such as PIN changes. Card maintenance is only available at Bangor Savings Bank ATMs and other CIRRUS®, NYCE® & AllPoint® System ATMs where account maintenance is an available function.

**Point-of-Sale (POS) Transactions** - You may access your 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) where Mastercard® is accepted.

## USING YOUR CARD

**Limitation on Frequency and Amount of Transactions:** For security reasons, there are limits on dollar amount of transactions you can make using Automated Teller Machines (ATM), Point-of-Sale and retail terminal transactions. The daily limit for ATM withdrawals is \$1,005.00 and the daily limit for POS and retail terminal transactions is \$5,000.00. The daily maximum card usage for ATM transactions is ten (10). The daily maximum card usage for POS and retail terminal transactions is twenty-five (25). The daily maximum card usage aggregate for ATM transactions and POS and retail terminal transactions is twenty-five (25).

**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 \$1,005.00 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 at CIRRUS®, NYCE®, AllPoint®, or a Mastercard® remote banking facility.

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.

## Using Your Card for International Transactions

We may block transactions in certain foreign countries. Call us at 1.877.226.4671 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

**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

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 will refund the charges within three (3) 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 (3) 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 ninety (90) days of the transaction, and the additional amount will be rebated.

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

**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

**Terminal Transfers** - You can receive 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 review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements** - You will receive a monthly account statement from us for your checking 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 receive a statement at least quarterly.

## LIMITATIONS ON OUR LIABILITY

**Bangor Savings Bank's Liability for Failure to Make Transfers/Process Transactions** - 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 (there may be other limitations on our liability not listed below):

- If through no fault of ours, you do not have enough money in your account to make the transfer or process the transaction.
- If the transfer or transaction would go over the credit limit on your overdraft line/No Return Benefit<sup>SM</sup> amount or the available amount in a linked account.
- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.
- If the funds are subject to legal process or other encumbrance restricting such transfer or transaction.
- If the transfer or transaction would exceed transactional limits on your account or the dollar limits and maximum usage limits on your Card.
- If a merchant refuses to accept your card or process your transaction.
- If there is a system outage either with our system or that of our vendor partner that prevent the transfer or transaction from occurring.
- If the Recipient's financial institution's system fails and we are unable to complete the transfer.
- If the terminal where you are making the transfer or processing the transaction is not working properly and you knew about the breakdown when you started the transfer or transaction.
- If the Automated Teller Machine where you are making the transfer or transaction does not have enough cash or rejects your card.
- If circumstances beyond our control (such as outages, service interruptions, fire or flood) prevent the transfer or transaction despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

If you believe your Card has been lost, stolen or suspect fraudulent activity, please call: 1.877.Bangor1 (1.877.226.4671) 24 hours a day, 7 days a week.

As a Mastercard® cardholder, Zero Liability applies to your purchases made in the store, over the phone, online or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

- You have used reasonable care in protecting your card from loss or theft; and
- You have promptly reported to your financial institution when you knew that your Mastercard® was lost or stolen.

Zero Liability does not apply to the following (or certain) Mastercard® payment cards: Commercial cards, unregistered prepaid cards or gift cards.

If you have questions regarding Zero Liability coverage or you suspect unauthorized use of your card, please contact us.

## 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 PIN 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 us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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, stolen or suspect fraudulent activity, please call: 1.877.Bangor1 (1.877.226.4671) 24 hours a day, 7 days a week.

**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 sixty (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 sixty (60) days after the problem or error was FIRST reflected in your statement.

- Tell us your name and account number (if any).
- 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.
- 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) business days.

## DEBIT Mastercard® GUIDE TO BENEFITS - BusinessCard™

### INTUIT QUICKBOOKS® ONLINE DISCOUNT

**Program Description** - QuickBooks Online is accounting software for self-employed and small businesses designed to help manage sales and expenses, get invoices paid, accept payments and much more. With real-time, accurate data you can access anywhere, anytime, and with any device, you'll always know where you stand so you can focus on your business. Mastercard® cardholders can sign up for a 30-day free trial and save up to 50% on QuickBooks Online products.

**Eligibility** - To be eligible for a discount on Intuit QuickBooks Online, you must have a valid Mastercard® Small Business Card issued by a U.S. financial institution. Trial and discount offers are valid for new QuickBooks Online subscriptions only.

**How to use the Intuit QuickBooks® Online benefit** - Visit [https://intuit.me/quickbooks\\_mc](https://intuit.me/quickbooks_mc) and follow instructions to purchase the appropriate version of QuickBooks® Online for your business. Use your Mastercard® Small Business Card to pay for your discounted purchase (discounts for new QuickBooks® Online customers only).

**Terms and Conditions** - QuickBooks Terms of Service can be found at <https://quickbooks.intuit.com/global/terms-of-service/>.

### INTUIT TURBOTAX® DISCOUNT

**Program Description** - TurboTax®, the #1 best-selling tax preparation software, coaches consumers and small businesses step-by-step through their federal and state taxes, no previous tax knowledge needed. TurboTax® guarantees 100% accurate calculations and your maximum tax refund, so you can be confident your taxes are done right. Mastercard® cardholders can save up to \$20 on TurboTax® federal products.

**Discounts are applicable to TurboTax® Online and TurboTax® download versions:**

- TurboTax® Self-Employed uncovers industry-specific deductions personalized to you and your line of work
- TurboTax® Business (download version) is designed for Partnerships, S Corps, C Corps, multi-member LLCs, trusts and estates
- TurboTax® Live products offer real-time expert advice on demand and a final review of your return by a CPA or EA

**Eligibility** - To be eligible for a discount on Intuit TurboTax®, you must have a valid Mastercard® Small Business Card issued by a U.S. financial institution.

**How to use the Intuit TurboTax® benefit** - Visit <https://turbotax.intuit.com/affiliate/mastercard1> and follow instructions to purchase the right version of TurboTax® for your business. Use your Mastercard® Small Business Card to pay for your discounted purchase.

**Terms of Service and Guarantees** - TurboTax® Terms of Service can be found at <https://turbotax.intuit.com/corp/terms-of-service.jsp> and TurboTax® Product Guarantees and other important information are located at <https://turbotax.intuit.com/lp/yoy/guarantees.jsp>.

### SALESFORCE ESSENTIALS DISCOUNT

**Program Description** - Salesforce Essentials is the #1 CRM built for small teams. It includes Sales and Customer Support functionalities in a single app.

- Start instantly: Get up and running in minutes with step by step guided setup and live in-app support from coaches
- Sell smarter & faster: Bring all customer & sales data into one place, automatically capture customer emails & meetings and sell on the go
- Deliver standout customer support: Respond to customers on any channel, automate repetitive support tasks and provide branded self-service help
- Scale as you grow: Grow on the Salesforce platform with pre-built integrations and continuous innovations

Salesforce Essentials is regularly priced at \$25/month. Exclusive to Mastercard® Small Business customers, customer can manage sales and support in a single app for just \$9.99/user/month for up to 10 users.

**Eligibility** - To be eligible for a discount on Salesforce Essentials, you must have a valid Mastercard Small Business Card issued by a U.S. or Canadian financial institution. Discount offers are valid for new Salesforce Essentials customers only, and only apply for the first year of access. Subsequent renewal years will be subject to the then applicable regular Salesforce Essential price.

**How to use the Salesforce Essentials benefit** - Visit <https://www.salesforce.com/essentials-mc-benefits> and sign up for a free 14-day trial of Salesforce Essentials. Purchase Salesforce Essentials in-app with your Mastercard® Small Business Card to unlock the unique offer for Mastercard® cardholders. Use your Mastercard® Small Business Card to pay for your discounted purchase.

**Terms and Conditions** - Salesforce Essentials Terms of Service can be found at:

- [https://www.salesforce.com/content/dam/web/en\\_us/www/documents/legal/salesforce\\_MSA.pdf](https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/salesforce_MSA.pdf)
- [https://c1.sfdcstatic.com/content/dam/web/en\\_us/www/documents/legal/Agreements/product-specific-terms/salesforce-essentials.pdf](https://c1.sfdcstatic.com/content/dam/web/en_us/www/documents/legal/Agreements/product-specific-terms/salesforce-essentials.pdf)

### MICROSOFT 365 DISCOUNT

**Program Description** - Microsoft 365 is an integrated productivity solution that brings together best-in-class Office apps like Word, PowerPoint, and Excel with cloud services like professional email, online meetings + chat, cloud file storage and more. Get more done with professional-grade tools – all while safeguarding employees, data, and customer information. At no additional cost, Mastercard® Small Business Card Cardholders are eligible for a special Microsoft offer: first-time Microsoft 365 Business or Office 365 Business Premium subscribers can get a complimentary first four months with a one-year subscription – up to 5 users. Discounts are applicable for new Office 365 Business Premium or Microsoft 365 Business customers only. Terms and Conditions apply.

**Eligibility** - To be eligible for a discount on Microsoft 365 Business or Office 365 Business Premium, you must have a valid Mastercard® Small Business Card issued by a U.S. financial institution. Discount offers are valid for new Microsoft 365 and Office 365 subscriptions only and must be redeemed through Microsoft online store.

**How to use the Microsoft Office 365 Business Premium or Microsoft 365 Business benefit** - Visit <https://aka.ms/mastercardbenefits> and follow instructions to validate your Mastercard and receive your unique promotion code. Once you have the promotion code, follow the links provided to redeem through the Microsoft online store.

**Terms and Conditions** - Office 365 Business Premium and Microsoft 365 Business are subject to the Microsoft Online Service Terms at <https://portal.office.com/Commerce/Mosa.aspx>.

### MASTERCARD® RECEIPT MANAGEMENT

**Program Description** - Mastercard® offers a mobile Receipt Management application for all Mastercard® Small Business Card Cardholders in the United States at no additional charge. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to better cash management for small businesses and the Mastercard® Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

**Eligibility and Activation** - To use the app simply search for and download the iOS or Android version of **Mastercard® Receipt Management** from the Apple or Google app store. Then use your valid Mastercard® Small Business Card (issued by a U.S. financial institution) to activate the mobile app.

### MASTERCARD ID THEFT PROTECTION (IDT)™

**Program Description** - Mastercard ID Theft Protection™ provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering prevents identity theft by monitoring the Internet, indexed and not, searching for compromised credentials and potentially damaging use of cardholders' personal information in order to detect fraud at its inception.

**Eligibility** - All Mastercard® Small Business cardholders in the US are eligible for this coverage.

**Access** - Simply contact 1-800-Mastercard if you believe you have been a victim of Identity Theft.

**Services provided** - Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at

<https://mastercardus.idprotectiononline.com/>. The services include:

- Online Monitoring Dashboard (requires activation): The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity theft alerts.
- Monthly Risk Alert / Newsletter: Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity theft practices.
- Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of cardholders' personal information, and alerts them via email so that they can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:
  - Email addresses
  - Debit/credit cards
  - Bank Accounts
  - Web logins; username and password
  - Medical insurance cards
  - Drivers' license
  - Loyalty cards
  - Affinity cards
  - Passport number
  - Vehicle Insurance cards
  - Social Security Number

Mastercard® is offering cardholders the above-mentioned protections through Iris OnWatch, Generali Global Assistance's proprietary internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Iris is tracking thousands of websites and millions of data points, and alerting cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that Cardholders have the opportunity to react quickly and take the necessary steps to protect themselves.

**Resolution Services** - Cardholders will have access to a team of identity theft resolution specialists, available 24hours a day, 365 days a year to help resolve cardholders' identity theft incidents and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to give limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

**Lost Wallet Assistance** - Cardholders will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit, Social Security card, and passport.

**Emergency Cash Advance and Travel Arrangements** - Cardholders are provided an emergency cash advance of up to \$500 and assistance with making travel arrangements, including airline, hotel, and car rental reservations. This service is available when an ID theft event occurs more than 100 miles away from the cardholders' primary place of residence.

**Single Bureau Credit Monitoring** - Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change, or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage.

**Financial Account Takeover** - IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

An alert is sent to the cardholder if a series of knowledge-based authentication questions are used to authenticate the account's user. To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.

**URL and Domain Monitoring** - IDT identity monitoring services are enhanced by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for cardholders' business URL and domain within corporate data breaches, malicious third-party botnets, and criminal forums.

For more information regarding the services stated above and additional information, please visit <https://mastercardus.idprotectiononline.com/>.

**Charges** - There is no charge for these services, they are provided by your Financial Institution.

**Services NOT provided –**

- When it is determined you have committed any dishonest, criminal, malicious, or fraudulent act.
- When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

**Program provisions for Mastercard ID Theft Protection™** - This service applies only to you, the named Mastercard® cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard® cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard® or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact 1-800-Mastercard.

**MASTERCARD GLOBAL SERVICE™**

Mastercard Global Service™ provides worldwide, 24-hour assistance with lost and stolen card reporting, emergency card replacement, and emergency cash advance. Call Mastercard Global Service™ immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange

For a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else. In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call 1-800-Mastercard (1-800-627-8372). When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service™ Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 80 countries worldwide. Some of the key toll free **Mastercard Global Service™ telephone numbers** are:

Australia.....	1-800-120-113
Austria.....	0800-070-6138
France.....	0-800-90-1387
Germany.....	0800-071-3542
Hungary.....	06800-12517
Ireland.....	1800-55-7378
Italy.....	800-870-866
Mexico.....	001-800-307-7309
Netherlands.....	0800-022-5821
Poland.....	0-0800-111-1211
Portugal.....	800-8-11-272
Spain.....	900-822-756
United Kingdom.....	0800-96-4767

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our website at [www.mastercard.com](http://www.mastercard.com) or call the United States collect at 1-636-722-7111.

**Account Information and Card Benefits** - When in the United States, contact your card issuer directly for account information and 1-800-Mastercard for card benefits. When traveling outside the United States, call Mastercard Global Service™ to access your card issuer for account information or to access any of your card benefits.

**ATM Locations** - Call 1-877-FINDATM (1-877-346-3286) to find the location of a nearby ATM in the Mastercard® ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at [www.mastercard.com](http://www.mastercard.com) to use our ATM locator. You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

## MASTERRENTAL INSURANCE COVERAGE

### Evidence of Coverage –

Pursuant to the below terms and conditions, when you rent a vehicle for thirty-one (31) consecutive days or less with your covered card, you are eligible for benefits under this coverage.

- A. To get coverage** - The rental vehicle must be rented primarily for business purposes, and you must initiate and then pay for the entire rental agreement (tax, gasoline, and airport fees are not considered rental charges) with your covered card and/or the accumulated points from your covered card at the time the vehicle is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) full day of rental must be billed to your covered card. You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company when coverage is secondary. You must rent the vehicle in your own name and sign the rental agreement. Your rental agreement must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one consecutive days are not covered.
- B. The kind of coverage you receive** - We will pay for the following on a primary basis:
- Physical damage and theft of the vehicle, not to exceed the limits outlined below.
  - Reasonable loss of use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
  - Towing charges to the nearest collision repair facility.
  - Theft or damage to personal effects in transit in the rental vehicle or in any building en route during a trip using the rental vehicle. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000. This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.
- C. Coordination of Benefits** - When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:
1. You or an authorized driver's primary auto insurance;
  2. Collision/damage waiver provided to you by the rental agency;
  3. Any other collectible insurance;
  4. The coverage provided under this EOC. If you or an authorized driver's primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described under the kind of coverage you receive, not covered by the other insurance. Note: In certain parts of the United States and Canada losses to rental vehicles that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).
    - o If the vehicle is rented primarily for business purposes or outside the cardholder's domiciled country, coverage is considered primary coverage.
- D. Who is covered** - The covered card cardholder and those designated in the rental agreement as authorized drivers. You, your associates, and immediate family are covered by Secondary Personal Effects Insurance subject to the limits expressed above.
- E. Excluded rental vehicles –**
- Vehicles not required to be licensed.
  - All full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
  - Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
  - Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- F. Where you are covered** - Coverage is not available in countries where:
- This EOC or the group policy is prohibited by that country's law; or
  - The terms of the EOC or group policy are in conflict with the laws of that country.
- G. Coverage limitations** - We will pay the lesser of the following:
- Reasonable and customary charges of repair or the actual repair amount;
  - Wholesale market value less salvage and depreciation;
  - The rental agencies' purchase invoice less salvage and depreciation;
  - The contractual liability assumed by you or an authorized driver of the rental vehicle;

- The actual cash value.

In addition, coverage is limited to \$500 USD per incident for reasonable loss of use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service. We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

#### H. What is NOT covered –

- Personal Effects Insurance does not cover animals, automobile equipment, motorcycles, boats, motors, sporting equipment, personal computers, household furniture, contact lenses, hearing aids, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents, perishables, delays, loss of market, or indirect or consequential losses or damages of any kind.
- Vehicle keys or rental company portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or authorized user on the covered card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than that what is specifically covered under rental agreement.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence. Loss of keys is considered negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage unless caused by theft, vandalism or vehicle collision.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Rentals made on a monthly basis.
- Items not installed by the original manufacturer.
- Inherent damage.
- Damage to windshields which is not the result of a collision or roll-over (damage to a windshield is covered if such damage is due to road debris or road hazard).
- Leases or mini leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the group policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### I. How to file a claim –

- Visit [www.mycardbenefits.com](http://www.mycardbenefits.com) or call 1-800-Mastercard to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
- Receipt showing the vehicle rental charge.
- Statement showing the vehicle rental charge.
- The rental agreement (front and back).
- Copy of your valid driver's license (front and back).
- Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage if applicable.
- Police report when the vehicle is stolen, vandalized (regardless of the damage), or involved in a collision that requires the vehicle; to be towed, in a multi-vehicle collision, or the vehicle is not drivable.
- Police report detailing the theft of personal items.
- Replacement receipt for personal effect items.
- Itemized repair estimate from a factory registered collision repair facility.
- Copy of the vehicle rental company promotion/discount, if applicable.
- Copy of the vehicle rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

#### MASTERCARD EASY SAVINGS ® PROGRAM

If you already receive all the automatic rebates in the Program and/or have already registered in the Program, the terms and conditions of this tier of the Program are outlined below:

#### Cardholder Terms & Conditions for Mastercard Easy Savings® Program - U.S. Small Business and Mastercard Easy Savings® Program - U.S. Commercial

Mastercard® International Incorporated ("Mastercard") is providing these Mastercard Easy Savings® Program - Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard® small business signature debit, prepaid, or credit card (each, a "Small Business Card") and/or U.S. Mastercard Multi Card card, Mastercard® Purchase Card card, and/or Mastercard® Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program. If you do not wish to participate in the Program, please contact your issuing bank. These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard® Small Business Card or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records. In these Terms and Conditions, the words "you" and "your" mean the person or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words "we," "us" and "our" mean Mastercard®. "Program Website" means [www.easysavings.com](http://www.easysavings.com) for the Mastercard Easy Savings® Program - U.S. Small Business or

www.easysavings.com/commercial for the Mastercard Easy Savings® Program - U.S. Commercial (or such other websites as Mastercard® may establish for the Program).

**Participation** - For Mastercard Easy Savings® Program - U.S. Small Business only: If you have been notified by the issuer that issued your Mastercard Small Business Card that your Mastercard® Small Business Card has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the issuer. You may also go to [www.easysavings.com](http://www.easysavings.com) and register to receive program updates, and see your and/or your employees' card rebates at that site. If you have been notified by the issuer that issued your Mastercard® Commercial Card that your Mastercard® Commercial Card has been enrolled in the Program, you may participate in the Program immediately. The Program is available only to cardholders using eligible, enrolled Small Business Cards or Commercial Cards, as applicable, issued by a United States financial institution ("Cards"). You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program. If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website and as posted at:

- For Mastercard Easy Savings® Program - U.S. Small Business: [http://www.mastercard.com/easysavings/common/en\\_US/termsconditions.html](http://www.mastercard.com/easysavings/common/en_US/termsconditions.html), as may be amended from time to time.
- For Mastercard Easy Savings® Program - U.S. Commercial: [http://www.mastercard.com/easysavings/common/en\\_MM/termsconditions.html](http://www.mastercard.com/easysavings/common/en_MM/termsconditions.html), as may be amended from time to time.

If you request a user ID to access rebate information on the Program Website, Mastercard® may need to validate your Card in order to ensure that you can receive applicable rebates and as part of this validation an authorization hold of \$1 may appear on your account information. Once the validation is confirmed, usually within 2-7 days, this authorization hold will be removed from your account.

**Your Data** - You agree to the terms of the Program's privacy notice as posted at <https://www.mastercard.com/us/business/en/common/privacypolicy.html>, as may be amended from time to time. You acknowledge and agree that your issuing bank and Mastercard® may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program. Merchant Offers: Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for Cards. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your issuing bank and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuers may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

**Offer Acceptance** - When you purchase goods or services using a Card from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your Card account or the rebate may be in another form, as determined by the Issuer. If a rebate is credited to your Card account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your Card.

**Reversals** - All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

**Disclaimer of Liability** - Mastercard's role under the Program is limited to processing information regarding Offers on behalf of Merchants and the issuing banks. Mastercard® is not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the issuing banks or Merchants. Mastercard® provides the Program on an "AS IS" basis, and Mastercard® disclaims any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. Mastercard® is not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from Mastercard's failure to perform the express obligations under these Terms and Conditions. Mastercard® and its affiliates, its respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, Mastercard® is not responsible for any Card account fees or penalties that you incur on your Card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not Mastercard's responsibility or the responsibility of any Merchant or the issuing bank. Merchants or the issuing bank may report information regarding the Program and your participation in it to tax authorities. Merchants and the issuing bank may not vary these Terms and Conditions as applied to the relationship between you and Mastercard® and may not make any commitments that are binding on Mastercard®.

**Program Information** - By registering on the easysavings.com site, you agree to receive Program information via email and to advise Mastercard® of any change in your email address by providing updated information via the Program Website. Please note that Mastercard® will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Website as well as for other purposes as determined by Mastercard®.

**Termination** - You may terminate your participation in the Program at any time by notifying your issuing bank. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in Mastercard's discretion. Mastercard or your issuing bank may terminate your participation in the Program at any time, without notice unless required by law. Mastercard reserves the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

**Change of Terms** - Mastercard® can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. Mastercard® will notify you of changes by posting the revised terms and conditions on the Program Website.

**Questions Regarding the Program** - You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your issuing bank.

**Disputes** - Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by Mastercard®, by your issuing bank, or Merchants. That resolution will be final and binding on you.

**Additional Terms** - Your issuing bank and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your issuing bank.

**Miscellaneous** - These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND MASTERCARD® HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. Mastercard® may assign its rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by Mastercard® of its rights under these Terms and Conditions is binding only if in a writing signed by Mastercard®. The use of your issuing bank and Merchant names and logos in the Program is by permission only.

**Mastercard Easy Savings® Program U.S. Small Business – Participating Merchants Offer Details** - Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com](http://www.easysavings.com) for more details.

**Mastercard Easy Savings® Program for Commercial – Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for more details.

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## ACCOUNT AND BILLING INFORMATION

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

**Reminder: Please refer to the Legal Disclosure section.**

## LEGAL DISCLOSURE

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract. Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility). The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

**Effective date of benefits** - Effective October 28, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation** - The policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you** - These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States and the District of Columbia. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits** - No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

**Misrepresentation and Fraud** - Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

**Due Diligence** - All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation** - If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

**Other Insurance** - Coverage is secondary to and in excess of any other applicable insurance or indemnity available to you. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language. In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**Severability of Provisions** - If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability. This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the Mastercard® actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

## STOP PAYMENTS ON 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 Schedule 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, in the manner prescribed by this Agreement, and we do not do so, we will be liable for your losses or damages.

## 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.

## 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 business days and 90 days instead of 10 business 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 business days and 90 days instead of 10 business days and 45 days, respectively.

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

We will send you a written explanation within 3 (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 (1.877.226.4671)

## 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 to your account except for those that require same day availability. During this delay, you cannot withdraw cash, use your Bangor Debit Mastercard for purchases, or use the funds to pay checks/ACH debits. These funds are also not part of the available balance for overdraft purposes.

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 business day we are not open for reasons outside of our control, such as an interruption or communications or computer or other equipment facilities; a suspension of payments by another bank; a war; or an emergency condition beyond the control of the bank 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. Deposits made at a Bangor Savings Bank ATM after 6:00 pm are considered transacted on the next business day. Deposits made via Bangor Mobile (Bangor Savings Banks mobile remote deposit capture) after 6:00 pm are considered transacted on the next 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, Bangor Debit Mastercard® purchases and for cash withdrawal on the same business day we receive the deposit:

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

- Funds from ACH transactions.
- Funds from wire transfers.

**Next Day Availability** – Funds from the following deposits are available for the payment of checks, Bangor Debit Mastercard® purchases and for cash withdrawal on the first business day after deposit:

- Checks drawn on Bangor Savings Bank.
- Checks drawn on other U.S. and Canadian Banks, if made to a Bangor Savings Bank teller\*.
- Deposits consisting of cash and checks drawn on other U.S. and Canadian Banks made at a Bangor Savings Bank ATM before 6:00 pm\*.
- Checks drawn on other U.S. and Canadian Banks, if made via Bangor Savings Bank mobile remote deposit capture, Bangor Mobile, before 6:00 pm\*.
- U.S. Treasury checks, if the item is payable to you.
- Local Checks.
- 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, if these items are payable to you.
- Cashier's, certified, treasurer's and teller's checks that are payable to you.

Funds from the deposit of checks drawn off Foreign Banks (other than Canadian Banks) are accepted for collection with availability based on final payment from the paying Bank.

**Other Rules:**

**\*Longer Delays May Apply** – In some cases, we may delay your ability to withdraw funds beyond the first business day after deposit. However, the first \$275 of your deposit will be available on the first business day after deposit.

If for any reason there will be an extended time period when funds deposited will not be available for withdrawal of cash, Bangor Debit Mastercard® purchases or the payment of checks, 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 \$6,725 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 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 \$6,725 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 deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the seventh business day after deposit.

Funds from all other check deposits will be available on the ninth business day after 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 <https://edie.fdic.gov/index.html>. For questions about FDIC coverage, call toll-free 1.877.ASKFDIC (877.275.3342).

**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.

## 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 and credited to your account monthly. We use the daily balance method to calculate the interest on your account.

**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 business day you deposit non-cash items (for example, checks).

**Minimum balance to open the account** – With the exception of the Great Start Certificate of Deposit, which is \$100 to open the account, all Certificate of Deposits require \$500 to open the account.

**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.

**Transaction Limitations** – Additional deposits are not allowed during the term of the account. An early withdrawal penalty may be imposed as appropriate for the term of your account (please see below).

Term	Penalty
3 months	45 days interest
6 & 9 months	90 days interest
12 months	6 months interest
18 months	9 months interest
24 months	12 months interest
30 months	15 months interest
36 months	18 months interest
48 & 60 months	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.

**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** – Unless specifically listed otherwise, 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 Fee Schedule 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.

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### 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  
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.

#### BENEFIT CHECKING

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

Statement Options:  Truncated **OR**  Image

### **BENEFIT PROMISE®**

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

**Minimum Balance to Open This Account** - You must deposit \$10.00 to open this account.

**Fees** – No Early Account Closure fee, dormant/inactive account fee does not apply, No overdraft fee

**Limitations** – Check orders through Deluxe or similar third party check vendor are not permitted. No Return Benefit<sup>SM</sup> and Standby Money Overdraft Protection are not available with Benefit Promise® accounts.

### **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  
Statement Options:  Truncated **OR**  Image

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

### **MAINE ABLE BENEFIT CHECKING®**

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

**Account Eligibility** – This account is only available to depositors who meet the eligibility criteria outlined in the ABLE ME Informational Program Disclosure Booklet.

**Fees** – No overdraft fee

**Limitations** – Account-Link Protection, No Return Benefit<sup>SM</sup> and Standby Money Overdraft Protection are not available with Maine ABLE Benefit Checking® accounts.

### **HEALTH SAVINGS ACCOUNT**

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

**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.

### **BUSINESS COMPLETE**

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

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

**Fees** - A monthly service charge fee of \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 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  
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 \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 will be charged for each deposit.

### **CASH MANAGEMENT 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  
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 \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 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  
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 \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 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  
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  
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 (for firms in Maine) or New Hampshire Bar Foundation (for firms in NH). (Note: Title Companies are not eligible for an IOLTA account.)

## 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  
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  
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  
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.

**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  
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.

## FIDUCIARY MAINE ABLE BENEFIT CHECKING®

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

**Account Eligibility** – This account is only available to depositors who meet the eligibility criteria outlined in the ABLE ME Informational Program Disclosure Booklet.

**Fees** – No overdraft fee

**Limitations** – Account-Link Protection, No Return Benefit<sup>SM</sup> and Standby Money Overdraft Protection are not available with Maine ABLE Benefit Checking® accounts. The primary owner on a Fiduciary Maine ABLE Benefit Checking® account may not have an ATM or Debit Card. The primary owner is not allowed to access account information and transfers through Internet Banking or Telephone Banking. The primary's authorized representative may have cards and Internet Banking or Telephone Banking access to the accounts.

## SAVINGS PRODUCTS

**Transaction Limitations** – Federal regulation limits third party or pre-authorized transfers (including overdraft transfers) or transfers made by telephone, personal computer or mobile device to six per calendar month, including check, draft, or debit card. Refer to the Common Fee Schedule for fees that apply if these transaction limitations are exceeded. **Effective 4/24/2020, this transaction limitation is temporarily suspended due to an interim rule by the Federal Reserve Board lifting the six (6) transfer limit from the "savings deposit" definition.**

### BENEFIT SAVINGS

See Section Noted Above:  Interest Earning Product  Tiered Rate  
Type of Product:  Personal **OR**  Non-Personal  
Account is offered as a:  Statement  
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  
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  
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  
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. Transfers may not be allowed through Internet Banking or Telephone Banking.

### SECURED CREDIT CARD COLLATERAL SAVINGS ACCOUNT

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

**Eligibility** – To open a Secured Credit Card Collateral Savings Account, you must apply and be approved for a Bangor Savings Bank everblue® Credit Building Mastercard. You must also accept the cardholder agreement and take all other actions we require to open and obtain your Bangor Savings Bank everblue® Credit Building Mastercard. You must apply and be approved for a Bangor Savings Bank everblue® Credit Building Mastercard in person at a Bangor Savings Bank branch.

**Minimum balance to open the account** - You must deposit a minimum balance of \$300, or the amount of your credit limit on your Bangor Savings Bank everblue® Credit Building Mastercard, whichever is greater.

**Minimum balance to maintain the account** - You must maintain a minimum daily balance equal to your everblue® Credit Building Mastercard credit limit for as long as your Bangor Savings Bank everblue® Credit Building Mastercard remains open.

**Fees** –No Early Account Closure fee, no dormant/inactive account fee. Refer to Common Fee Schedule for a list of other fees that might apply to this account.

**Limitations** –The only purpose for which you may obtain and use the Secured Credit Card Collateral Savings Account is to provide a deposit as collateral to secure your obligations to Bangor Savings Bank in connection with your Bangor Savings Bank everblue® Credit Building Mastercard. An ATM or Debit Card cannot be issued on this account. You may not make any Electronic Fund Transfer or other type of transfer to or from (including but not limited to Automatic Funds Transfers, Direct Deposits, etc.) the Secured Credit Card Collateral Savings Account except as required by Bangor Savings Bank. Account-Link Protection is not available with the Secured Credit Card Collateral Savings Account. You may not make transactions or access the funds in your account using services such as Bangor Online, Bangor Mobile, Telephone Banking, or any services available within each of these platforms. If made available to you, your use of these platforms and services will be limited to viewing information about the Secured Credit Card Collateral Savings Account. This account cannot be registered as a Uniform Transfers to Minors Act (UTMA) account, or other type of fiduciary or trust account ownership.

## 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  
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.

## MARKET IRA

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

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## MONEY MARKET AND MARKET RATE PRODUCTS

**Transaction Limitations** – Federal regulation limits third party or pre-authorized transfers (including overdraft transfers) or transfers made by telephone, personal computer or mobile device to six per calendar month, including check, draft, or debit card. Refer to the Common Fee Schedule for fees that apply if these transaction limitations are exceeded. **Effective 4/24/2020, this transaction limitation is temporarily suspended due to an interim rule by the Federal Reserve Board lifting the six (6) transfer limit from the "savings deposit" definition.**

## 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  
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  
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 calendar month, 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  
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.

## COMPANION 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  
Statement Options:  Truncated **OR**  Image

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

Market account, you must apply in person at a Bangor Savings Bank branch located in New Hampshire. Accounts that do not meet this eligibility requirement may be converted to a non-relationship money market product.

**Minimum balance to open the account** – You must deposit \$5,000.00 to open this account. Opening deposit must be funds from a non-BSB account. Accounts that do not meet this minimum balance opening deposit requirement may be converted to a non-relationship money market product.

**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.

### 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  
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.



# Bangor Savings Bank

## COMMON FEE SCHEDULE

Effective July 31, 2023

### CHECKS/CHECK CASHING:

Check Printing	Varies
Counter Checks	\$ 1.00 per sheet
Money Orders	\$ 4.00
Treasurer Checks	\$ 6.00
Non-Customer Check Cashing	\$10.00 per item

### FUNDS TRANSFER:

Phone Transfers between BSB accounts	\$ 5.00
Not-In-Person Withdrawal Orders	\$10.00
IRA Transfer/Rollover from BSB	\$30.00
Wire Transfers:	
Incoming - domestic	\$15.00
Incoming – international	\$30.00
Outgoing – domestic	\$25.00
Outgoing – international	\$45.00
Additional Not-In-Person	\$75.00
Wire Transfer Research	\$ 5.00

### ONLINE BANKING EXTERNAL TRANSFERS:

Inbound	No cost
Outbound	\$ 3.00
Outbound (High Limit)	\$ 6.00
Inbound/Outbound (Next Day)	\$ 8.00

### OVERDRAFT & RETURN ITEM FEES / RETURNED DEPOSIT ITEMS:

Overdraft Item Fee (Paid Item or No Return Benefit <sup>SM</sup> ) <sup>1, 4, 5</sup>	
Personal Accounts	\$29.00 per item
Non-Personal Accounts	\$32.00 per item
Return Item Fee (Unpaid Item) <sup>1</sup>	
Non-Personal Accounts	\$32.00 per item
Sustained Overdraft Balance <sup>2, 4, 5</sup>	\$ 5.00 per day
(beginning on third business day for non-personal accts; beginning on the seventh business day for personal accts)	
Returned Deposited/Cashed Item	
Non-Personal Accounts	\$12.00 per item
Returned Deposited/Cashed Canadian Item	Expenses

### CARDS:

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

### ACCOUNT SERVICES:

Account Balance Assistance	\$25.00 per hour
Account Research	\$25.00 per hour
Copies of Transaction Documents	\$2.00/10 pages (\$2 min)
(Checks, Statements, etc.)	
Dormant/Inactive Account <sup>4, 6</sup>	\$ 2.00 per month
Early Checking/Savings Account Closure <sup>4, 6</sup>	\$25.00
(w/in 90 calendar days of opening account)	
Government Issues (bought/sold)	\$15.00
Passbook Reissue	\$10.00
Stop Payment	\$34.00
Excess Debit Fee <sup>3</sup>	\$5.00 per item

### 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 Late Payment	10% after 45 days (\$5 min)
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:

Non Self-Service Coin Counting & Wrapping	5% of total
Non-Customer Coin & Currency Orders	\$ 5.00
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
Non-Customer Notary Service	\$10.00 per request

<sup>1</sup> Includes any withdrawal, check, ATM and ACH

<sup>2</sup> Only applies to transaction account customers who are not in the No Return Benefit<sup>SM</sup> program

<sup>3</sup> This transaction limitation fee applies to third party transactions or preauthorized transfers in excess of six (6) per calendar month from any savings or money market product and will be assessed daily when applicable. Effective 4/24/2020, this fee is temporarily suspended due to an interim rule by the Federal Reserve Board lifting the six (6) transfer limit from the "savings deposit" definition.

<sup>4</sup> Does not apply to Benefit Promise<sup>®</sup> accounts

<sup>5</sup> Does not apply to Maine ABLE Benefit Checking<sup>®</sup> and Fiduciary Maine ABLE Benefit Checking<sup>®</sup> accounts

<sup>6</sup> Does not apply to Secured Credit Card Collateral accounts

**COMPLAINT RESOLUTION PROCEDURE** – If you have a dispute with us regarding your deposit account, contact us to resolve the problem directly. However, if you feel we have failed to resolve the problem, you can write a letter or file a complaint electronically detailing the problem and the resolution you are seeking to the Bureau of Financial Institutions. The mailing address and website address are located in the Important Information About Your Account booklet located on the disclosure page of the Bangor Savings Bank website.

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.

# 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	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market you</b>	No	We don't share

#### To limit our sharing

- Call 1.877.226.4671
- Email: bangorsupport@bangor.com

#### 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

## Who we are

**Who is providing this notice?**

Bangor Savings Bank

## 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 and state law. These measures include encryption of data at rest and in transit, computer safeguards, secured files and buildings, and role-based access controls. Internal access to customer information is restricted to employees who require access to provide service to our customers and is subject to periodic access reviews. We also maintain an Incident Response Plan to respond to security incidents appropriately.

**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.

- Our affiliates include Bangor Bancorp, MHC, our parent company, and Bangor Wealth Management of New Hampshire LLC, a wholly-owned subsidiary of Bangor Savings Bank.

**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.

- Bangor Savings Bank does not jointly market.

## Other Important Information

**For Maine Residents Only:**

Bangor Savings Bank complies with the Maine Security Breach Notification Act and will provide required notices to customers and regulators in the event of certain data breaches, consistent with state law.

**For Vermont Residents Only:**

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Additional information concerning our privacy policies can be found at [www.bangor.com](http://www.bangor.com) or call Bangor Support at 1-877-226-4671.