



## TERMS & CONDITIONS FOR ADDING YOUR BANGOR SAVINGS BANK PAYMENT CARD TO A DIGITAL WALLET

These Terms & Conditions for Adding your Bangor Savings Bank Debit Card to a Digital Wallet (the "Terms") apply when you choose to add a Bangor Savings Bank debit, credit, pling® or other eligible payment card ("Bangor Card") to a Digital Wallet, including, but not limited to, the Apple Pay Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of Bangor Savings Bank, and "we," "us," "our," and "Bangor Card" refer to the issuer of your Bangor Card, which is Bangor Savings Bank. When you add a Bangor Card to the Wallet, you agree to these Terms.

### 1. Adding Your Bangor Card.

You can add an eligible Bangor Card to the Wallet by following the instructions of the Wallet provider. Only Bangor Cards that we indicate are eligible can be added to the Wallet. If your Bangor Card, underlying account or line of credit is not in good standing, if we cannot authenticate the Bangor Card or if we otherwise suspect that there may be fraud associated with the Bangor Card, that Bangor Card will not be eligible to enroll in the Wallet and/or we may not otherwise add the Bangor Card to the Wallet. When you add a Bangor Card to the Wallet, the Wallet allows you to use the Bangor Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Bangor Card is accepted.

### 2. Your Bangor Card Terms Do Not Change.

The cardholder agreement, deposit account agreement (for debit cards), and any other terms that govern your Bangor Card (collectively, the "Account Agreement") do not change when you add your Bangor Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Bangor Card.

### 3. Applicable Fees.

Any applicable interest, fees, and charges that apply to your Bangor Card will also apply when you use the Wallet to access your Bangor Card. Bangor Savings Bank does not charge you any additional fees for adding your Bangor Card to the Wallet or using your Bangor Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

### 4. Bangor Savings Bank is Not Responsible for the Use of Function of the Wallet.

Bangor Savings Bank is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or its use and function. We are only responsible for the Bangor Card and for supplying information securely to the Wallet provider to allow usage of the Bangor Card in the Wallet. We are not responsible for any failure of the Wallet, or the inability to use the Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. You should contact the Wallet provider's customer service if you have questions concerning how to use the Wallet or any problems with the Wallet.

### 5. Your Responsibilities to Keep Your Bangor Card Secure and Notify Us of Errors, Billing Errors or Fraud.

You agree to protect and keep confidential your user ID, passwords, PINs and all other information required for you to make purchases with your Bangor Card using the Wallet. If you share these credentials with others, they may



be able to access your Wallet and make purchases with your Bangor Card or obtain your personal information. Your Account Agreement requires you to contact us promptly if you believe there are errors or billing errors, if you believe that any credentials or device (including any mobile device) you use to access your Bangor Card or underlying account or line of credit has been lost, stolen or compromised, or if you suspect fraud with your Bangor Card. We will resolve any potential error or fraudulent purchase in accordance with the Account Agreement. We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law.

#### **6. Security of the Wallet.**

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Bangor Card in the Wallet is sent in a secure manner. However, the Wallet provider is responsible for the security of information provided to it or stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.

#### **7. Contacting You Electronically, and by Email.**

You consent to receive electronic communications and disclosures from us in connection with your Bangor Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Bangor Savings Bank account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

#### **8. Removing Your Bangor Card from the Wallet.**

You should contact the Wallet provider on how to remove a Bangor Card from the Wallet. We can also block a Bangor Card in the Wallet from purchases, suspend your ability to use a Bangor Card to make purchases using the Wallet, or cancel entirely your ability to continue to use a Bangor Card in the Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Bangor Card, if you have an overdue or negative balance on your Bangor Card account, if applicable laws change or if directed to do so by the Wallet provider or the applicable card network (such as MasterCard).

#### **9. Governing Law and Disputes.**

These Terms are governed by federal law and, to the extent that state law applies, the laws of the State of Maine. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Account Agreement.

#### **10. Ending or Changing these Terms; Assignments.**

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all Bangor Cards from the Wallet. You may not assign these Terms.

#### **11. Privacy.**

Your privacy and the security of your information are important to us. Our Privacy Notice (available online at our disclosure page at <https://www.bangor.com/disclosures/>) applies to your use of your Bangor Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Bangor Card



transactions, and to improve our ability to offer these services. This information helps us to add your Bangor Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. We are not responsible for any loss, injury or other harm you suffer in connection with the Wallet provider's use of your information.

## **12. Notices.**

We can provide notices to you concerning these Terms and your use of a Bangor Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at **1.877.Bangor1 (1.877.226.4671)**.

## **13. Questions.**

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Bangor Card, then contact us at **1.877.Bangor1 (1.877.226.4671)**.