

## Bangor Savings Bank Credit Card Agreement

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

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

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

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

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

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

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

**"Business Day":** Monday through Friday, except for federal holidays, and any other holiday on which banks in Maine are permitted to be closed. All references to "days" mean calendar days unless otherwise provided.

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

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

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

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

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

through which you access our banking services but which is not provided by or on behalf of Bangor Savings Bank.

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

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

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

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

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

**“you” and “your”:** The person or persons for whom we opened the Account and any person who is or becomes financially liable under this Card Agreement for repayment of the obligations incurred using the Account.

## **2. Using Your Account**

a. **Permitted Account Use.** You agree to use the Account for lawful personal, family, or household purposes only. You may not use the Account for business, commercial, or illegal purposes, or in any manner not permitted by this Card Agreement. We may refuse to process any Transaction that we believe may violate the terms of this Card Agreement or applicable law. If you use your Account in a manner that is not permitted, this Card Agreement still applies, and you are liable for those Transactions. You also may be liable to us for any damages and/or expenses resulting from such use. Additionally, we may close your Account.

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

c. **Joint Account.** If two or more individuals are or become liable under this Card Agreement for repayment of the amounts borrowed using the Account, then each of you promise to pay and are jointly and individually responsible for repaying all amounts due on the Account. This is true even if only one of you uses or manages the Account and even if one of you is unwilling or unable to pay the amounts due on the Account. Each of you is also jointly and individually responsible for complying with the terms of this Card Agreement. You agree that all Statements, notices, and communications regarding the Account may be delivered solely to the address shown in our billing records, and that delivery to one of you constitutes delivery to each of you, to the extent permitted by law. Each of you has the authority to manage the Account and submit requests or instructions to us about the Account. We will honor requests and follow instructions about the Account from each of you. For example, we will honor a request from one of you to add an

Authorized User without obtaining consent to do so from each of you. We may accept or reject any request or instruction from each of you in our sole discretion if we receive different or inconsistent requests or instructions. We are not liable to you or anyone else if we act on requests or instructions from one of you. The information about your Account that we report to consumer reporting agencies will be reported under each of your names.

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

e. **Transactions.** You may use your Card and Account and obtain credit from us to make Purchases and any other Transactions we may permit from time to time. By swiping your Card or entering your Card information at the point of sale, you authorize us to post the Transaction to your Account. Each time you make a Purchase or another Transaction posts to your Account, your Available Credit will be reduced by the amount of the Purchase or other Transaction. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet Purchase), the legal effect will be the same as if you used the Card itself.

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

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

### 3. Credit Limit and Available Credit

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

Your "Available Credit" is the amount of credit that is available for you to make Transactions with your Account at any given time. Your Available Credit is equal to your Credit Limit minus the outstanding balance on your Account and any holds, accrued fees or finance charges, and other charges that have not posted

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

#### **4. Personal Identification Number (PIN)**

You may use Online Banking to create a Personal Identification Number ("PIN") for any Card associated with your Account. A PIN may be required by certain terminals in order to complete Transactions using your Card. You may change your PIN by calling us or through Online Banking. You should not write your PIN on your Card or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, call us immediately.

#### **5. Authorizations; Transaction Limitations; Holds**

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may pre-authorize the Transaction amount up to \$75.00 or more. If your Card is declined even though you have sufficient Available Credit, pay for your Purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may pre-authorize the Transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization amount will place a "hold" on your Available Credit in that amount until the merchant sends us the final payment amount of your Purchase. Once the final payment amount is received, the pre-authorization amount on hold will be removed. It may take up to seven (7) Business Days or more for the hold to be removed. During the hold period, you will not have access to the pre-authorization amount. If you authorize a Transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of Available Credit for up to 30 days or more.

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

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

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

currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

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

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

f. **Prohibited Payments.** We cannot schedule bill payments (1) to bill payment recipients or billers located outside the United States or any of its territories; (2) for any single payment greater than \$99,999.99; or (3) that are otherwise prohibited by law. We have the right but not the obligation to monitor for, block, cancel and/or reverse the following types of payments, each of which is prohibited under this Agreement: (i) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (ii) Payments that violate any law, statute, ordinance or regulation. (iii) Payments related to: (1) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (2) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (3) goods or services that are sexually oriented; (4) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (5) goods or services that defame, abuse, harass or threaten others; (iv) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; (v) Payments relating to transactions that (1) constitute money-laundering or terrorist financing; (2) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing.

## 6. APRs, Interest, and Fees

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

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

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

1. We calculate your daily balance for each day in the Billing Cycle. To calculate your daily balance, we start with the balance at the beginning of the day, including interest accrued on the previous day’s balance, and add new Transactions, fees and other charges that posted to the Account during the day. This means that interest is compounded daily. Then we subtract any returned payment fees, late payment fees, Cash Advance fees, Balance Transfer fees, Foreign Transaction fees, and payments and other credits that posted to the Account during the day. This gives us the daily balance for each day in the Billing Cycle. If any daily balance is less than zero, we treat it as zero. If you paid your New Balance by the Payment Due Date shown on your Statement in the prior

Billing Cycle (i.e., if you have a grace period on Purchases), we will not include new Purchases made in the current Billing Cycle in this calculation.

2. We add all the daily balances together and divide the sum by the number of days in the Billing Cycle. This gives us the “average daily balance.” This is identified on your Statement as the “Balance Subject to Interest Rate.”
3. We multiply each average daily balance by its applicable daily periodic rate (each applicable APR divided by 365 or 366 in a leap year). We then multiply the result by the number of days in the Billing Cycle.

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

b. **Grace Period on Purchases.** We will not charge you any interest on Purchases if you pay the New Balance in full by the Payment Due Date shown on your Statement each Billing Cycle. We refer to this as a “grace period on Purchases.” A grace period on Purchases is at least 25 days. Otherwise, each Purchase begins to accrue interest as of the date we post the Purchase to your Account.

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

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

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

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

## 7. Making Payments

a. **Statements and Billing Cycles.** We generally will send or make available to you one Statement for your Account at the end of each Billing Cycle. The Statement will show the activity on your Card and Account during the Billing Cycle and will tell you the New Balance, the minimum payment due (“Minimum

Payment Due”), and the date your payment is due (which date is at least 25 days after the Statement Closing Date) (“Payment Due Date”). All Transactions that post to your Account after the Closing Date will appear on your next Statement. Please review each Statement carefully. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below in the “Your Billing Rights” section of this Card Agreement. Under certain circumstances, the law may not require us to send or make available to you a Statement or may prohibit us from doing so. If an event of default occurs under this Card Agreement, we may, in our sole discretion, stop sending you Statements if we deem your Account uncollectible or if we institute delinquency collection proceedings.

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

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

d. **Payment Cut-Off Time; Payment Instructions.** You must make payments in U.S. dollars in a form acceptable to us. We do not accept cash payments through the mail. When making a payment, you must follow the instructions in this section and any additional instructions shown on your Statement. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account, which may result in additional fees and interest. We credit mailed payments that comply with our payment instructions as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on your Statement; and (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order. Mailed payments received after 5 p.m. Eastern Time on any day, including the Payment Due Date, but that otherwise meet our payment requirements, will be credited as of the next Business Day. We may process a late payment, partial payment, or a payment marked “payment in full” or with any other restrictive endorsement without losing any of our rights under this Card Agreement. Your Available Credit may be increased by the amount of your payment within a reasonable time after that payment is received, provided you have not exceeded your Credit Limit. We may delay the change to your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account.

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

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

authorization by logging into Online Banking, or by calling us at 1-800-280-7411, at least three (3) Business Days prior to your next Payment Due Date.

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

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

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

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

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

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

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

## **8. Default**

a. **Events of Default.** You will be in default under this Card Agreement, to the extent permitted under applicable law, if: (1) you do not pay at least the Minimum Payment Due by the Payment Due Date; (2) a payment made to your Account is not honored by your financial institution or cannot be processed; (3) your total outstanding Account balance exceeds your Credit Limit; (4) your outstanding and unpaid Cash Advances exceed your Cash Credit Line; (5) we determine you made a false or misleading statement to us or otherwise attempted to defraud us; (6) you default under another agreement you have with us or an affiliate; (7) you die or are declared legally incompetent or incapacitated; (8) you file or become subject to a bankruptcy or insolvency proceeding; (9) you permanently relocate outside of the U.S.; or (10) you fail to abide by any other term of this Card Agreement.

**Maine and South Carolina Residents.** You will be in default under this Card Agreement if you fail to make a payment as required by this Card Agreement or if the prospect of your payment or performance is significantly impaired. We have the burden of establishing the prospect of such significant impairment.

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

## **9. Closing or Suspending Your Account**

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

## **10. Maintaining Your Account**

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

b. **Contacting You; Monitoring Communications.** To the extent permitted by applicable law, you authorize us and each of our affiliates, agents, service providers, contractors, and successors, to contact you to service or maintain your Account. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, service providers, contractors, and successors may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number from which you call us, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any of our affiliates, agents, service providers, contractors, successors, or any other person or company that provides any services in connection with this Card Agreement. We may monitor, tape, or electronically record our telephone calls with you, including any calls with our customer service department, collections department, and any of our agents or service providers. For the avoidance of doubt, you agree you will accept calls from us regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played. We may send communications electronically, rather than through U.S. mail or other means, unless the law says otherwise.

c. **Providing and Maintaining Your Information.** We may require you to submit personal information to open and manage your Account. You must notify us promptly if any information you provide to us changes. We may ask you for additional documents and to verify any changes to information you have

provided us. We may suspend, restrict, or close your Account if we cannot verify your information or if you do not provide it as requested. You certify that all information you provide to us is accurate and complete. You represent and warrant that you are not planning to file bankruptcy at the time you apply for or open your Account. You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your creditworthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account.

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

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

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

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

f. **Lost or Stolen Cards and Unauthorized Use; Security of Your Card and Credentials.** You are responsible for protecting the security of your Card, Account, and any credentials and devices you use to access your Account. You must take reasonable steps to prevent the unauthorized use of your Card and Account. We reserve the right to request you to take specific steps to limit access to or prevent unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, comply with any Card activation procedures as may be prescribed by us. **NOTIFY US IMMEDIATELY OF THE LOSS, THEFT, OR POSSIBLE UNAUTHORIZED USE OF YOUR ACCOUNT OR CARD BY CALLING US AT 1-800-280-7411 OR THE NUMBER LISTED ON THE BACK OF YOUR CARD, ON YOUR STATEMENT, OR ON OUR WEBSITE AT <https://www.bangor.com/help-center/lost-cards>.**

g. **Benefits and Rewards.** If you have a Bangor Savings Bank everblue® Cash Back Plus Mastercard or a Bangor Savings Bank everblue® Cash Back Plus World Mastercard, we may offer you the ability to participate in the Bangor Savings Bank everblue® credit card rewards program, which includes the uChoose Rewards® Program and related services we make available in connection with your eligible Card and associated Account ("**Rewards Program**"). The Bangor Savings Bank everblue® Low Rate Mastercard is

not an eligible Card and may not be used to participate in the Rewards Program. Your participation in any Rewards Program is governed by the Bangor Savings Bank Credit Card Rewards Agreement, the uChoose Rewards® Program Terms and Conditions, the uChoose Rewards® Program Redemption Terms and Conditions, and any other agreement or disclosure we provide to govern the Rewards Program ("**Rewards Terms**"), each of which is incorporated into, and forms part of, this Card Agreement. By accepting this Card Agreement, earning or redeeming points, or otherwise participating in the Rewards Program, you accept and agree to be bound by the Rewards Terms.

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

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

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

## **11. Credit Reporting**

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

## **12. Authorized Users**

You may designate one or more Authorized Users and authorize them to use your Account and a Card that accesses the Account, subject to our approval. By doing so, you designate the Authorized User to conduct Transactions on your behalf. The Authorized User must be at least 13 years of age. We reserve the right to limit the number of Authorized Users and Cards associated with your Account. We may require you to submit certain information about each person you request to make an Authorized User. You understand and agree that any Authorized User will have access to certain information about your Account and will be permitted to make Transactions using the Account and an associated Card. However, an Authorized User cannot request or make changes to the Account (for example, request Credit Limit increases or change the

billing address). **You are responsible for all activity conducted on the Card or Account by an Authorized User, and all Transactions any Authorized User makes will be treated as if you had made the Transaction yourself. In addition, you will be responsible for all Transactions and activity conducted on your Account or any associated Card by any person that you or any Authorized User gives access or permission to use your Account or Card, even if they exceed that authority, or you did not want or agree to that use.** Each Authorized User's use of the Account is subject to the terms of this Card Agreement. You agree to share this Card Agreement with each Authorized User and explain that their use is subject to its terms. You are solely responsible for monitoring an Authorized User's use of the Account and Card and ensuring that the Authorized User does not use the Account or Card in violation of this Card Agreement, applicable law, or any authority you grant to them. We may also limit the ability of an Authorized User to use the Account or a Card. You do not give up any rights to act on the Account, and the Authorized User may not in any manner affect your rights, other than by using the Card and making Transactions on the Account. We undertake no obligation to monitor transactions to determine that they are on your behalf. Each Authorized User's authority is automatically terminated by the death of any owner or primary obligor of the Account. However, we may continue to honor the Transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. If you want to remove an Authorized User from your Account, you must contact us and request their removal. You must immediately destroy all Cards in their possession and change or destroy any other credentials in their possession they may use to access your Account or Card. The Authorized User may be able to use your Account and Card until we receive the request to remove the Authorized User from your Account and we have acted on your request. During this time, you will still be responsible for all Transactions the Authorized User makes using a Card or the Account. You will be responsible even if these Transactions do not appear on or post to your Account until after you remove the Authorized User from the Account. We reserve the right to remove any Authorized User from your Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User's Card, close or suspend your existing Account, and/or require you to change other access credentials.

### **13. Changes to This Card Agreement**

We reserve the right to amend this Card Agreement or the Account at any time, in our sole discretion. We will notify you of the change if required by applicable law. If you have the right to reject a change to this Card Agreement and you reject the change, we may close your Account or limit use of the Account. We also may require you to return all Cards to us as a condition of your rejection.

### **14. General Information**

a. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: when you open an Account, we will ask you for your name, street address, email, phone number, last four digits of your Social Security Number ("SSN"), date of birth, and other information that will allow us to identify you.

By opening an Account with us, you represent and warrant that: you are at least 18 years of age (or the age of majority in your state); you are a U.S. citizen or a resident alien with a valid SSN; you have a residential address in the U.S. or U.S. territory where we offer the Account; and the information you provide us in connection with the Account is true, correct, and complete.

b. **Military Lending Act Notice.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card

account). To receive this information and a description of your payment obligation orally, please call us, toll free, at 1-877-226-4761.

The Arbitration Agreement and the Jury Trial and Class Action Waiver of this Card Agreement do not apply to you if you are a Covered Borrower protected by the Military Lending Act, nor do any provisions of the Card Agreement that waive any right to legal recourse under any state or federal law to the extent required by the Military Lending Act.

c. **Disclosure of Account Information.** You consent and authorize us to disclose information about your Account to any cosigners or similar parties that are obligated or may become obligated on the Account.

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

e. **Assignment.** You may not sell, transfer or assign your Account or any of your obligations under this Card Agreement. We may sell, transfer or assign any or all of our rights and obligations under this Card Agreement, including any balances on your Account. The purchaser, transferee, or assignee may enforce the rights they acquire from us in accordance with this Card Agreement.

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

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

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

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

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

## 15. Arbitration Agreement

We have put this Arbitration Agreement in question-and-answer form to make it easier to follow. However, this Arbitration Agreement is part of this Card Agreement and is legally binding. For purposes of this section, our "Notice Address" is Bangor Savings Bank, 24 Hamlin Way, Bangor, Maine 04401. By completing an application for the Account, and unless you are a "covered borrower" protected by the Military Lending Act or unless you promptly opt out of the Arbitration Agreement, you agree to the Arbitration Agreement even if you do not use the Account or the Card.

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

**a. Background and Scope.**

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

|                                                            |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>What Disputes does the Arbitration Agreement cover?</b> | <b>All Disputes (except certain Disputes about this Arbitration Agreement).</b>         | This Arbitration Agreement governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Agreement, the word "Disputes" has the broadest reasonable meaning. It includes all claims between you and us, including direct and even indirect claims related to your Card or this Card Agreement. It includes claims related to the validity in general of this Card Agreement. However, it does not include disputes about the validity of this Arbitration Agreement. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. All issues relating to the scope and arbitrability of this Arbitration Agreement are for the Arbitrator to decide, and not for a court to decide.                                                                                                                                                                                                                                            |
| <b>Who handles the arbitration?</b>                        | <b>An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.</b> | <p>Arbitrations are conducted under this Arbitration Agreement and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator will be either: (1) The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.iamsadr.com">www.iamsadr.com</a>; or (3) Any other company picked by agreement of the parties.</p> <p>If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Agreement. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least 10 years of experience or a retired judge unless you and we otherwise agree.</p> |
| <b>Can Disputes be litigated?</b>                          | <b>Sometimes.</b>                                                                       | Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand, and reserve the right to demand, arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Are you giving up any rights?</b>                       | <b>Yes, both you and we are giving up rights.</b>                                       | For Disputes subject to this Arbitration Agreement, you give up your right to: (1) Have juries decide Disputes; (2) Have courts, other than small-claims courts, decide Disputes;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                                                                                                                                                |                                             | (3) Serve as a private attorney general or in a representative capacity; (4) Combine or join a Dispute you have with a dispute brought by other consumers; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.                                                                                                                                                   |
| <b>Can you or another consumer start a class arbitration?</b>                                                                                                  | <b>No.</b>                                  | The Arbitrator is not allowed to handle any Dispute on a class or representative basis unless we have given our prior consent to a class arbitration. All Disputes subject to this Arbitration Agreement must be decided in an individual arbitration or an individual small-claims action. This Arbitration Agreement will be void if a court rules that the Arbitrator can decide a Dispute on a class basis without our prior consent and the court's ruling is not reversed on appeal. |
| <b>What law applies to this Arbitration Agreement?</b>                                                                                                         | <b>The Federal Arbitration Act ("FAA").</b> | This Card Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Arbitrator must apply substantive law consistent with the FAA.                                                                                                                                                                                                                                                                                                        |
| <b>Will anything I do make this Arbitration Agreement ineffective?</b>                                                                                         | <b>No.</b>                                  | If you choose to not opt-out, this Arbitration Agreement stays in force even if: (1) you or we end this Card Agreement; or (2) we transfer or assign our rights under this Card Agreement.                                                                                                                                                                                                                                                                                                 |
| <b>If a court or Arbitrator determines certain terms of this Arbitration Agreement are ineffective, does that invalidate the entire Arbitration Agreement?</b> | <b>No.</b>                                  | If a court or the Arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. The Arbitration Agreement will then be enforceable as so modified.                                                                             |

**b. Process.**

| <b>Question</b>                                                       | <b>Answer</b>                                                         | <b>Further Detail</b>                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>What must a party do before starting a lawsuit or arbitration?</b> | <b>Send a written Dispute notice and work to resolve the Dispute.</b> | Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must |

|                                                       |                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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|                                                       |                                                                                                      | provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.                                                                                                                                                                                                                                                                                                                      |
| <b>How does an arbitration start?</b>                 | <b>By following the agreed-upon arbitration administrator's rules for commencing an arbitration.</b> | If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Agreement, by following the rules of the administrator whom the parties agreed upon. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought, and any existing lawsuit must stop. |
| <b>Will any hearing be held nearby?</b>               | <b>Yes.</b>                                                                                          | The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Can I appeal the Arbitrator's decision?</b>        | <b>The ability for you or us to appeal an Arbitrator's decision is very limited.</b>                 | Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Will the Arbitrator's decision be made public?</b> | <b>No, neither you nor us will have the right to make the Arbitrator's decision public.</b>          | All aspects of the arbitration proceeding, and any ruling, decision, or award by the Arbitrator, will be strictly confidential for the benefit of you and us.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Can you change this Arbitration Agreement?</b>     | <b>Yes.</b>                                                                                          | Notwithstanding any provision of this Card Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Card                                                                                                            |

|  |  |                                                                       |
|--|--|-----------------------------------------------------------------------|
|  |  | Agreement. We may close your Account if you reject any future change. |
|--|--|-----------------------------------------------------------------------|

**c. Arbitration Fees and Awards.**

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

**16. State Notices**

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

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

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

**New Hampshire Residents:** Reasonable attorney's fees shall be awarded to you if you prevail in (a) any action, suit or proceeding brought by us; or (b) an action brought by you; and if you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

## **17. Your Billing Rights**

### **Your Billing Rights: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### **What To Do If You Find a Mistake On Your Statement**

If you think there is an error on your Statement, write to us at:

Bangor Savings Bank  
PO Box 2087  
Omaha, Nebraska, 68103-2087

In your letter, give us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the Statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question, or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount, we think you owe.

If you receive our explanation but still believe your Statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your Statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your Statement is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at:

Bangor Savings Bank  
PO Box 2087  
Omaha, Nebraska, 68103-2087

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you, our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## Bangor Savings Bank Credit Card Rewards Agreement

This Bangor Savings Bank Credit Card Rewards Agreement (“**Agreement**”) is made by and between you (“**you**” “**your**”) and Bangor Savings Bank, an FDIC-insured bank chartered by the State of Maine (“**Bank**” “**we**” “**us**” “**our**”). This Agreement contains additional terms and conditions governing your membership and participation in the Bangor Savings Bank everblue® credit card rewards program, which includes the uChoose Rewards® Program, and any related promotion, product, or service (“**Rewards Program**”) related to your eligible Bangor Savings Bank everblue® credit card (“**Card**”) and the associated line of credit account (collectively, your “**Account**”). This Agreement supplements, forms part of, and is incorporated by reference into your agreement(s) with Bangor Savings Bank governing your Card or Account (“**Cardholder Agreement**”). This Agreement includes, and incorporates by reference, the uChoose Rewards® Program Terms and Conditions and the uChoose Rewards® Program Redemption Terms and Conditions. By accepting this Agreement, earning or redeeming Points, or accepting, using, or maintaining your Rewards Card, you agree to be bound by this Agreement, and agree to all of the Rewards Program features, limitations, and restrictions contained in this Agreement as well as any additional terms and conditions contained in the Rewards Program, promotions, or transactions that may be offered to you from time to time and any terms and conditions contained in any certificate, coupon, or document issued to you under the Rewards Program.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION PURSUANT TO THE FEDERAL ARBITRATION ACT AND WAIVER OF YOUR RIGHT TO JOIN A CLASS ACTION. PLEASE SEE THE ARBITRATION PROVISION BELOW FOR INFORMATION ABOUT RIGHTS YOU MAY HAVE TO REJECT THE ARBITRATION PROVISION.

- 1. Eligibility.** To be eligible to participate in the Rewards Program, you must have a Bangor Savings Bank everblue® Business Rewards Plus Mastercard, everblue® Cash Back Plus or everblue® Cash Back Plus World Card, and an associated Account, that are open, active and in good standing, and you must meet our other eligibility criteria that we may impose or change from time to time. We may change the types of Cards and Accounts that are eligible for use with this Rewards Program at any time. Eligibility is subject at all times to our discretion. We may require you to provide additional information to verify your eligibility to earn Points, and you will not be able to earn Points or participate in the Rewards Program if you do not provide the requested information within the required timeframe. There are benefits offered under this Rewards Program and by our partners which may not be available to all cardholders. Please contact us if you have any questions about the benefits of your Bangor Savings Bank credit card.
- 2. Earning Rewards.** You may earn Points for making eligible Purchases with your Card. “**Points**” are promotional rewards provided to you under the Rewards Program, which are awarded to you when you make eligible purchases with your Card and can be redeemed for cash back and other items as described in this Agreement. The uChoose Rewards® Program Terms and Conditions provide additional terms and conditions governing your ability to earn and accrue Points under the Rewards Program. All rewards that you earn under this Agreement are earned in the form of Points, and any offer to earn “cash” or any item other than Points in connection with this Rewards Program may require you to redeem your Points for cash, a statement credit, or other items as described below.

“**Purchases**” include purchases of goods and services that you make at merchant points of sale using your Card, minus the amount of any returns, refunds or discounts. The amount of the Purchase is determined by us in our sole discretion, and generally includes the purchase price of the item purchased in the Purchase transaction, plus applicable sales tax and shipping charges, but excludes returns, and may exclude other fees and surcharges charged by us or any third-party in connection with the Purchase. Purchases do not include: the use of checks that access your Account, balance transfers, cash advances, ATM transactions, quasi-cash and cash-like purchases (including, but not limited to, the purchase of travelers checks, foreign currency, cryptocurrency, money orders, wire transfers, and general purpose stored value cards), interest and fees incurred on your Account, unauthorized transactions, prohibited transactions, erroneous transactions, “split tender” transactions that are not paid for in full using your Card, purchases made in whole or in part by redeeming Points, purchase of items returned for credit, gambling and betting transactions, transactions with merchants assigned an ineligible MCC (defined below), transactions we believe are made for a purpose prohibited by your Cardholder Agreement or inconsistent with the purpose for which you obtained the Card, transactions that cause you to exceed your credit limit, and any other ineligible transaction on your Account

as determined by us in our sole discretion from time to time. Additionally, purchases using a third-party payment account or wallet (such as PayPal) will not be eligible for accruing Points. Questions concerning eligible transactions will be determined in the sole discretion of Bank. The amount of each Purchase for which Points are awarded to you will be measured in U.S. Dollars, at an exchange rate determined by us if the transaction is made in foreign currency and will be rounded down to a whole-dollar amount for purposes of determining the number of Points to be awarded. Points are earned after enrollment in this Rewards Program, and no Points will be provided retroactively, or during any time when you are in default under the Cardholder Agreement. Points cannot be combined with other discount or reward programs unless specifically authorized by us.

Points will be earned and calculated at a rate that we determine from time to time. The number of Points that you may earn for each Purchase may vary based on various factors, including, without limitation, the types and dollar amounts of Purchase, your participation in a promotion we may offer, and the information provided to us by the payment network processor of the merchant from which you make the Purchase.

We may offer you the ability to earn Points at a higher rate on Local Purchases. A **“Local Purchase”** is a purchase made with a merchant that has a Card Acceptor ID registered to an address in New Hampshire or Maine, as determined by us in our sole discretion. Not all Purchases made at a physical location in New Hampshire and Maine are Local Purchases. A merchant that has a physical location or point of sale in New Hampshire or Maine may have a Card Acceptor ID registered to an address outside of New Hampshire or Maine. Purchases made with those merchants are not Local Purchases and are not eligible for earning Points at the higher rate for Local Purchases.

Merchants who accept the Card are assigned a merchant code (**“MCC”**), which is determined by the merchant or its processor in accordance with card brand procedures based on the kinds of products and services they primarily sell. As such, even though a merchant may sell retail items that may be similar to retail items sold by another merchant, the merchants may not have the same merchant code, and therefore the purchases at the merchants may not be included in the same category for the purposes of earning Points. Purchases using the Card must be submitted by merchants using the identified merchant category codes to qualify for earning Points. We are not responsible for incorrectly coded transactions. We may permit or restrict your ability to earn Points on Purchases you make from merchants that are assigned certain MCCs.

We may offer you the ability to earn a **“sign up bonus”** or similar award if you complete certain actions and meet certain criteria in connection with opening a new Card or Account. In order to earn a sign up bonus, you must make eligible net Purchases in the amount stated in the offer and related documents provided by us in connection with your new Card, and take any other actions we require, within a certain amount of time after you open your Account, as stated in the offer. Sign up bonuses are not offered for all Card programs. We also may offer you the ability to participate in additional promotions from time to time which offer you the ability to earn additional Points by completing certain actions or meeting certain criteria. To be eligible to earn the sign-up bonus or other promotion, Purchases and other transactions required to earn the sign-up bonus or other reward must post to your account, according to our records, within the time period stated in the offer. You may be ineligible to earn more than one sign up bonus within a 48-month period, even if you open more than one Card or Account for which we offer a sign-up bonus during that time. Your eligibility to earn a sign-up bonus and participate in promotions is in our sole discretion. We may limit your ability to earn Points, participate in more than one promotion, participate in any promotion more than once, or participate in any promotion if another member of your household participates in the promotion. Additional terms and conditions may apply to sign up bonuses and promotions and you agree to these terms by participating in the promotion. To be eligible to earn a sign-up bonus or any Points associated with a promotion, your Account must be open and in good standing for the entire duration of the term of the promotion and until the time Points you earn are fulfilled and posted to your Rewards Account (defined below).

Points earned during a calendar month are posted to your Rewards Account (**“Rewards Account”**) typically by the 1<sup>st</sup> day or business day of the following calendar month. However, if a qualifying Purchase made during a month or billing cycle has not posted to your Account as of the last day of such month or billing cycle, then we may delay posting the Points to your Rewards Account until the 1<sup>st</sup> day of the second month or billing cycle following the month or billing cycle in which the Purchase was made. You will not earn

Points for pending transactions, and we may withhold the subsequent awarding of Points to you until after the transaction posts to your Account. You may review your Points balance by visiting your Rewards Account, which may be accessed by visiting [bangor.com/everblue](http://bangor.com/everblue). Once posted to your Rewards Account, these Points are available to you should you choose to redeem them. There is no limit on the number of Points you can earn each year, however we reserve the right to impose a limit. If it has been more than thirty (30) days since you made a Purchase and Points are not reflected on your Rewards Account, please contact us toll free at 1-800-280-7411. If you believe your Points balance as reflected in your Rewards Account is inaccurate, you must notify us within ninety (90) days of the Purchase for which you believe Points were not awarded. Failure to notify us within ninety (90) days of the Purchase will result in the forfeiture of any Points that may have been earned in connection with such transaction. Points earned in connection with a sign-up bonus or other promotion may take up to two (2) billing cycles after the promotion period expires to post to your Rewards Account.

3. **Redemption.** You may redeem any Points, which have been credited to your Rewards Account, by accessing your Rewards Account online through our website [bangor.com/everblue](http://bangor.com/everblue) and following our instructions for redeeming Points. We may require you to visit [www.everbluerewards.com](http://www.everbluerewards.com) or another third-party website in order to complete and submit request to redeem your Points. Redemptions are subject to Point availability and other requirements contained in this Agreement and the uChoose Redemption Terms and Conditions. Redemptions for goods, services, gift cards, travel, or experiences, as may be made available to you from time to time ("**Redemption Items**"), are available while supplies last, and we do not guarantee the availability or any aspect of the Redemption Items. Point redemption value is subject to change without notice.

In addition to redeeming the Points for Redemption Items, subject to the terms of this Agreement, you may redeem Points for a statement credit at a rate determined by us in our sole discretion, and disclosed to you at the time you request to redeem your Points. Any statement credit will be applied to any balance you may have on your Account, in our sole discretion. However, such redemptions do not count toward your minimum monthly payment obligation. Your minimum monthly payment on the Rewards Account will still be required even if the amount of the statement credit redemption is greater than the minimum payment due. A statement credit will typically post to your Account within seven business days after redemption, but it may take longer and we are not responsible for any delay. In the event the applicable Account has no outstanding balance or the outstanding balance is less than the statement credit redemption amount, then the statement credit redemption, in whole or in part, may be denied. However, you may request to redeem the Points for a statement credit at a later time when there is an outstanding balance on your Account that is greater than the statement credit you request.

We may offer you the ability to redeem your Points for cash which we deposit directly into an eligible deposit account. If we do, you must link an eligible deposit account to your Rewards Account. To be eligible, you must own and be authorized to use the deposit account for the purposes described in this Agreement, the deposit account must be provided and held by Bangor Savings Bank, must be a checking account that is associated with and accessible by a debit card issued to you by Bangor Savings Bank, and meet all other eligibility requirements that we may impose from time to time. You grant us a right of offset against any cash you obtain by redeeming Points, in order to satisfy any obligation, you have to us.

Points do not expire. However, if the Account is closed or the Cardholder Agreement or this Agreement is terminated, you will forfeit all of your Points. If your Account is closed because the Card was reported as lost or stolen (subject to verification), and a new Account is opened for you, you will not forfeit your Points. All statement credits and Point redemptions are final. We reserve the right to modify the manner in which you may use or redeem Points. We do not guarantee the availability of any item for which you may redeem Points. We reserve the right to modify the manner in which statement credits are applied to your Account at any time. Your Points will not be available for redemption until posted to your Rewards Account regardless of the date of the transaction for which Points are earned.

We may use third-party networks to make certain Points redemption offers available to you and to manage the Rewards Program. You may be required to accept the terms and conditions of these third-party networks

in order to participate in the Rewards Program and redeem your Points. We have sole discretion to use and change these third-party networks without notice to you.

Your Points may only be redeemed if your Account and your Rewards Account are in good standing and you are not in default of this Agreement or the Cardholder Agreement at the time you request to redeem your Points. Points earned in connection with an enrolled Account will be consolidated and reported in a single Rewards Account that is owned by the primary account holder of your Account. Consolidation of Points into one Rewards Account will be based upon the person, as determined by Bank, identified by name and Social Security number as the primary account holder on each Account. The primary account holder is the individual whose name appears first on the Account, as determined by Bank's records. If you have a jointly owned Account or have authorized any other person to use your Card, Account or Rewards Account, you understand and agree that all Account holders and authorized users may redeem your Points, and you are responsible for any redemptions and other transactions made by all such users of your Rewards Account.

- 4. Restrictions on earning Points.** Points are issued solely for loyalty, awards, and promotional purposes. You may not use your Points for a business or commercial purpose; provided, however, that if you are a business entity participating in this Rewards Program in connection with a commercial-purpose Card and Account obtained from us, you may use the Points internally for lawful loyalty and promotional purposes consistent with this Agreement and your Cardholder Agreement. Points are not your property and may not be assigned or transferred to any person (including upon death or as a part of a domestic relations matter). Points have neither cash value, surrender value, transfer value nor any other value of any kind until and to the extent they are actually redeemed by us. Points cannot be used to offset any amount due from you to Bank on the Account, except as expressly permitted by this Agreement. When you request to redeem Points, we may elect to use any Points in your Rewards Account to effect the redemption, in our sole discretion, regardless of their expiration date or the order in which the Points were earned. The sale or barter of any Points is expressly prohibited. You may not repeatedly open or otherwise maintain a Card or Account solely for the purpose of earning Points.

If any transaction on which you earned Points is returned, reversed, or refunded for any reason, or if we determine in our sole discretion that you were not eligible for the Points you accrued, you will forfeit the Points. If the Points have already been credited to your Rewards Account then Points will be deducted from your Rewards Account, and may result in a negative Points balance. We may offset any negative Points balance against Points you earn on future Purchases.

We may temporarily suspend or permanently terminate your ability to earn or redeem Points at any time, with or without cause, including, but not limited to, if any of the following events occur:

- You violate the Cardholder Agreement or this Agreement, or your Account is in default under the Cardholder Agreement.
  - You do not make at least the minimum payment due on your Account by any applicable payment due date.
  - You engage in any fraudulent or other illegal activity in connection with the Rewards Program, or otherwise engage in activity that we deem to be abusive or "gaming" conduct under the Rewards Program, as determined in our sole discretion.
  - You engage in fraudulent activity.
  - Your Points balance in your Rewards Account is negative for a period of time exceeding 30 days.
  - You or we close your Account for any reason.
  - If Bank or the merchant is unable to track or verify your transaction for any reason.
  - You engage in any activity which we believe is in violation of this Agreement, the Cardholder Agreement, or which otherwise presents risk to Bank.
- 5. Cancellation And Forfeiture Of Points.** Points may be immediately canceled and forfeited, at our discretion, including if any of the events listed above in Section 4 occurs. We do not offer credits, exchanges, transfers, or refunds of Points that you do not redeem before your Points expire, are cancelled, or forfeited.

6. **Merchants And Third-Party Service Providers.** The merchants and third-party service providers that participate in the Rewards Program are not affiliated with us and are not sponsors or co-sponsors of the Rewards Program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice. Participating merchants and third-party service providers are responsible for the quality and performance of Redemption Items and any other products or services they provide, and Bank does not endorse or guarantee and is not responsible for any aspect of the Redemption Items, or any other products or services of participating merchants or third-party service providers.

Points are provided solely by Bank. Please contact Bank for any questions about your Points or the Rewards Program. For all questions or customer service inquiries about a merchant, a merchant's website, a transaction you make with a merchant, or any Redemption Items or other goods, services or experiences you purchase or otherwise obtain in connection with your Card or this Rewards Program, please contact the merchant.

**If you make a purchase of goods or services at a merchant, you are subject to their terms, return policy, and privacy policy. BANK WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY REDEMPTION ITEMS, GOODS, SERVICES, OR EXPERIENCES PURCHASED AT A MERCHANT OR OBTAINED BY REDEEMING YOUR POINTS, OR FOR ANY HARM, DAMAGES, OR LOSS IN CONNECTION WITH OR CAUSED BY SUCH REDEMPTION ITEMS, GOODS, SERVICES, OR EXPERIENCES, OR YOUR RELIANCE ON THE CONTENT, WEBSITE, OR BUSINESS PRACTICES OF A MERCHANT OR OTHER THIRD-PARTY.**

Unless otherwise stated by us in writing, Redemption Items are provided by third-party merchants or suppliers, and are not provided by the Bank. Participation in this Rewards Program or redemption of your Points for certain Redemption Items may require you to agree to third-party terms and conditions, and third-party privacy policies ("**Third-Party Terms**"). For example, you may be required to agree to the Third-Party Terms of a financial institution or merchant that issues a gift card ("**Gift Card Agreement**"), or the Third-Party Terms of a common carrier or provider of travel accommodations or experiences ("**Travel Terms**"). Unless otherwise stated by us in writing, we are not a party to any Third-Party Terms, and we expressly disclaim all responsibility and liability arising from the Third-Party Terms and any person's purchase or use of any Redemption Item. You must comply with all Third-Party Terms, and your breach of any Third-Party Terms may be deemed a breach of this Agreement, in our sole discretion. You expressly consent and agree that we may share your non-public personal information and information about your accounts with us to our service providers and other third parties that participate in, or provide services, in connection with this Rewards Program, and those parties may use and share your information in accordance with their respective privacy policies and Third-Party Terms.

Your Redemption Items, including tickets, experiences, travel, credits, gift cards and the underlying funds, may expire, and may be subject to fees, as set forth in the relevant Gift Card Agreement, Travel Terms, or other relevant Third-Party Terms. The Gift Card Agreement shall govern your rights and responsibilities in connection with any unauthorized transactions made on a gift card, errors, and gift cards that are lost, stolen, or used in a manner inconsistent with the Gift Card Agreement. You must contact the issuer of your gift card, using the contact information set forth in the Gift Card Agreement, to resolve any questions, complaints, errors, or other problems you may have with a gift card. Unless otherwise stated in the Gift Card Agreement, we are not the issuer of any gift card you obtain by redeeming Points.

We are not responsible for any delays, cancellations, damage or loss or theft of personal property, bodily injury, death, errors, or other losses or liability you may incur in connection with any travel or other Redemption Items you obtain in connection with this Rewards Program. Please see the uChoose Rewards Program Terms and Conditions for more information about how to resolve any other questions, complaints, or issues may have with a Redemption Item.

7. **Amendments, Restrictions, Termination.** We may add to, terminate, and/or change the Rewards Program at any time with or without notice to you. For example, we may change the amount of Points you can earn for making a Purchase at a qualifying merchant, impose additional eligibility requirements, such as limiting Points to purchases of certain products, impose caps on earning and/or using Points, change the eligibility requirements for the Rewards Program, offer or discontinue special promotions, change the Redemption Items for which you may redeem Points, change disqualifying events, place restrictions on or terminate your ability to earn Points, terminate your participation in the Rewards Program, or terminate all or parts of the Rewards Program. We may not notify you of such changes, unless required by applicable law. You acknowledge that in the event we make any of these changes, you may no longer be able to earn or use Points.

We will give you notice of changes to this Agreement by posting an updated copy of this Agreement when you log in to your Rewards Account or by emailing or by mailing them to you. The amended Terms will be effective when they are posted or sent to you, or on the effective date specified in the Terms. By continuing to participate in the Rewards Program after the effective date of the updated Terms, you agree to these updated Terms.

8. **Questions, Complaints.** You may contact us in writing at Bangor Savings Bank, P.O. Box 921, Bangor, Maine 04402-0921, or by phone at 1-800-280-7411, if you have any questions or complaints about the Rewards Program. Complaints, disputes and discrepancies concerning your earning or redemption of Points are not treated as credit card billing errors or disputes under your Cardholder Agreement.

You agree to notify us promptly of any errors relating to your Rewards Account but in no event later than ninety (90) days after the date of the Purchase or redemption request to which the error relates. We reserve the right (but are not required) to correct inaccurate Point values represented in your Reward Account and to adjust Point values at our sole discretion. If we do not credit, or if we improperly deny, Points or a Points redemption to which you were otherwise entitled, then your exclusive remedy will be the issuance of the improperly denied Points, the ability to redeem Points for currently available benefits, or such other alternative benefit as we in our sole discretion may determine. Neither we nor any of our affiliates, agents, or representatives have any other or additional liability to you or any other person for such error(s), subject to applicable law.

9. **Your Responsibility for Taxes.** Earning and redeeming Points may result in your receipt of taxable income. When laws require us to do so, we will report any income you receive under this Agreement to the Internal Revenue Service, as well as state and local tax authorities. You are responsible for paying any federal, state, or local taxes you owe, or other connected fees or gratuities. Should we be required to report income you earn under this Agreement, we may report such income with the tax ID number of any Account holder, based on our records.

10. **Limitation of Liability.** Neither we nor any of our third-party service providers, including each of such party's respective employees, officers, affiliates, or agents, will be liable to you for any action or inaction any of them take or fail to take with respect to the Rewards Program or any changes in this Agreement.

To the maximum extent permitted by law, neither we nor any of our third-party service provider, including each of such party's respective employees, officers, affiliates, or agents, assume any responsibility for, and will not be liable for, any financial loss, personal injury, property loss or damage, other loss, accident, delay, inconvenience, or irregularity which you may suffer by reason of any act, default, non-performance, or wrongful, careless, negligent, or unauthorized act or omission of us or any Rewards Program service provider, including each of such party's respective employees, officers, affiliates, or agents, or any other third-party. In no event shall we or any of our affiliates or agents be responsible or liable to you, or anyone claiming through you or on your behalf, for any indirect, special, exemplary, punitive, or consequential damages, including, without limitation, lost revenue, lost profits, or lost opportunity arising out of or relating to any of the acts or omissions of Bank or any of our respective affiliates or agents, or otherwise in connection with or relating to the Rewards Program or our administration, or that result from the use of, or inability to use, the Rewards Program, even if we have been made aware of the possibility of such damages. Neither we nor any of our third-party service providers, including each of such party's respective employees, officers, affiliates, or agents, will be responsible for any damage, loss or expense of any nature resulting from your use of the

Rewards Program, including, but not limited to, any defects in the Rewards Program or any Redemption Items you obtain by redeeming Points, or from any cancellation irregularity or mishap affecting the Rewards Program or your Rewards Account. In addition, we make no warranty or representation either expressed or implied, and expressly disclaim any and all liability and damages with respect to type, quality, or fitness for use of any Redemption Items, or any other goods or services provided through this Rewards Program or otherwise made available to you in connection with the Rewards Program or through the use of redeemed Points. THE REWARDS PROGRAM IS PROVIDED "AS IS," "WHERE IS," AND "AS AVAILABLE." IN NO EVENT SHALL WE OR OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

- 11. Indemnification.** You agree to indemnify and hold us and our third-party service providers and each of such party's respective affiliates, directors, officers, employees, agents, and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: (i) participation in the Rewards Program; (ii) any fraud or misuse of the Rewards Program; (iii) violation of this Agreement or the Cardholder Agreement; and/or (iv) violation of any applicable law or the rights of any third-party.
- 12. Communications.** You agree that we may send communications about the Rewards Program to you, electronically or otherwise, at any mailing or email address in our records or through our online services, such as our website or at any contact information associated with your Card. Let us know right away about any changes to your contact information. You also agree that Bank and its third-party service providers may listen to and record telephone calls as part of providing Rewards Program services.
- 13. General.** The Rewards Program is owned and administered by Bank and is subject to all applicable laws and regulations. You must use the Rewards Account only for lawful loyalty and promotional purposes, and not for any business, commercial, or investment purpose except as explicitly stated herein. The accrual and/or redemption of Points is void where prohibited by law. You are solely responsible for maintaining the security of your Rewards Account. We may rely on any oral, written or electronic instructions we receive to redeem your Points, regardless of whether or not you personally stated or sent them. You agree that we are not liable for following instructions of anyone claiming to be you. You understand and agree that any authorized user of your Card or Account may have access to your Rewards Account, and you are responsible for all transactions that the authorized user makes on your Rewards Account, including any redemption of your Points without your additional authorization. We are not responsible for any disputes you may have with any authorized user of your Card or Account in connection with this Rewards Program.

All trademarks, service marks, and trade names used by Bank in this Rewards Program are property of their respective owners. No use of these may be made without the prior written authorization of Bank.

This Agreement constitutes the entire agreement between you and us with respect to the subject matter described herein, and supersede all prior agreements or representations, written or oral, concerning such subject matter; provided, however, nothing herein modifies the terms and conditions of the Cardholder Agreement. You may not assign any of your rights or obligations under this Agreement, in whole or in part, without our prior written consent. We may assign our rights and obligations under this Agreement, in whole or in part, without your consent, to a third party, who will then be entitled to any of our rights that we assign to them. We may waive or delay enforcing any of our rights herein without losing them. Any claim or dispute arising from or relating to this Agreement or to the Rewards Program will be governed by and construed in accordance with Maine law (without regard to its conflicts of law principles) and, as applicable, federal law.

- 14. JURY TRIAL AND CLASS ACTION WAIVER. YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS CARD AGREEMENT. IN ADDITION, YOU WAIVE YOUR RIGHT TO JOIN A CLASS OF OTHER PERSONS OR**

ENTITIES TO BRING A CLAIM AGAINST US, OR TO BRING OR BE A CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING. THIS JURY TRIAL AND CLASS ACTION WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION AGREEMENT SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL AND CLASS ACTION WAIVER. IF A COURT OR ARBITRATOR DETERMINES THAT THE ARBITRATION AGREEMENT BELOW IS INVALID OR UNENFORCEABLE, THE JURY TRIAL AND CLASS ACTION WAIVER IN THIS SECTION WILL NONETHELESS CONTINUE TO APPLY.

**15. Arbitration Agreement.**

- A. For any and all controversies, disputes, demands, claims, or causes of action (including the interpretation and scope of this section and the arbitrability of the controversy, dispute, demand, claim or cause of action) between any party to this Agreement or relating to the Rewards Card Program (“**Covered Disputes**”), each party agrees to resolve such Covered Disputes exclusively through binding and confidential arbitration pursuant to the arbitration agreement or any other arbitration provision in your Cardholder Agreement (“**Arbitration Agreement**”).
- B. Please see your Cardholder Agreement for information about any rights you may have to reject or opt out of the Arbitration Agreement. If you have rejected or opted out of the Arbitration Agreement, all Covered Disputes will be resolved as set forth in the other provisions of this Agreement and your Cardholder Agreement pertaining to dispute resolution, governing law, forum, and venue.
- C. All statutes of limitations applicable to any Covered Dispute apply to any arbitration between you and us. This Section 15 and the Arbitration Provision shall survive: (i) the termination of this Agreement; (ii) the termination of your Cardholder Agreement; (iii) the bankruptcy of any party; (iv) any transfer, sale, or assignment of your Rewards Account, or any amounts owed on your Rewards Account, to any other person or entity; (v) closing of the Rewards Account; and (vi) termination of any other relationship between you and us. This section constitutes the entire agreement between you and us related to arbitration of a Covered Dispute and supersedes all prior arrangements and other communications concerning dispute resolution. With the exception of the provision of this section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, or illegal part was not contained herein.

## **UCHOOSE REWARDS® PROGRAM TERMS AND CONDITIONS**

Welcome to the uChoose Rewards® Program. If You participate in the uChoose Rewards Program, You agree to the following uChoose terms and conditions ("Terms and Conditions"). These Terms and Conditions are the agreement between Fiserv Solutions, LLC, as the operator and administrator of the uChoose Rewards Program on behalf of Your Financial Institution, and You for Your participation in the uChoose Rewards Program. These Terms and Conditions relate only to the uChoose Rewards Program as offered by Operator on behalf of Your Financial Institution. Your Account agreement provided by Your Financial Institution, which is a separate document, outlines the terms and conditions for your Account and associated card that You have with Your Financial Institution.

### **Definitions**

In the uChoose Rewards Program, these terms have the following meanings:

1. "Account" refers to a checking account, credit account, financial account, or other account opened at Your Financial Institution.
2. "We," "Our," or "Operator" means Fiserv Solutions, LLC, the operator and administrator of the Program and its subcontractors.
3. "Program" or "uChoose Rewards Program" means the program that allows Participants to earn and redeem points for rewards.
4. "Rewards Points Account" means the account that tracks points earned by the Participant.
5. "You," "Your," or "Participant" means the individual(s) who is using the debit card, credit card, financial product, or other product of a participating financial institution to obtain points that qualify for rewards.
6. "Your Financial Institution" refers to the financial institution where You maintain an Account. This may be a checking account where a debit card has been issued, a credit card account where a credit card has been issued, or any other account maintained by the financial institution on behalf of You.

### **Eligibility**

1. Eligibility is subject at all times to the discretion of Your Financial Institution. Participants must have an active and open Account with a financial institution participating in the Program, which may include charging or usage privileges.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. This Program is available to all Accounts designated by Your Financial Institution, provided you remain in good standing with Your Financial Institution.

### **Program Administration**

1. Your Financial Institution reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Your Financial Institution has the right to change the Program without advance notice to You.
2. Operator and Your Financial Institution each have the right to monitor all Rewards Point Account activity. Operator and Your Financial Institution each reserves the right to cancel any Program membership in the event of fraud, abuse of program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, Operator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, You may be liable for monetary losses to Operator, including litigation costs and damages and you will not be allowed to participate in the Program in the future.

3. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

### **Point Accrual**

1. You will earn points for every qualifying net purchase (purchases less returns) as designated by Your Financial Institution. This may include using your debit card or credit card or by participating in certain other Account activity with Your Financial Institution. Your Financial Institution determines the points earning rates for all transactions and when points begin to accrue. No retroactive points will accrue.

Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale.

Exchanges also make purchases from participating retailers made through [www.uchooserewards.com](http://www.uchooserewards.com) ineligible for rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the program website points cannot be tracked. Because of this, the retailer will not pass the points to uChoose Rewards which means uChoose Rewards cannot access the points to put in your account.

To avoid losing your rebate on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the uChoose Rewards website to be sure you receive points on your purchase.

2. Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn points.
3. Participants will not earn points if the Account has been closed, whether closed by Participant or Your Financial Institution. Once the Account is closed, points will not be credited and points will be immediately forfeited and cannot be redeemed. Your Financial Institution will determine what constitutes a closed Account.
4. The Program is based on net purchases only and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to your Account, including (but not limited to) late fees, over limit fees, and finance charges.
5. Annual cap on points earned is set by your Financial Institution and will be stated in your Bangor Savings Bank Credit Card Rewards Agreement.
6. Expiration date of points is set by your Financial Institution and will be stated in your Bangor Savings Bank Credit Card Rewards Agreement.
7. Rewards Points earned during a calendar month are posted to the Participant's Rewards Points Account by the 1<sup>st</sup> day of the following month; provided, however, in the event a qualified Purchase in a month has not completed posting to your Account as of the last day of such month then we may delay posting the corresponding Rewards Points to your Rewards Points Account until the 1<sup>st</sup> day of the second (2<sup>nd</sup>) calendar month following the month in which the Purchase was made. Qualifying Purchases that have not been cleared or posted to a Participant's Rewards Points Account are not eligible for redemption.
8. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
9. Point balances are available for view online.
10. Points cannot be transferred from one Rewards Point Account to another Rewards Point Account.
11. Points from multiple Accounts may be pooled together at the discretion of Your Financial Institution.
12. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
13. Participant is responsible for any personal tax liability that may be related to participation in the Program.

14. If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Operator reserves the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the "Contact Us" feature of the Program website.
15. If you believe that you have made purchases that should have resulted in the addition of Rewards to your accumulated Rewards balance, and you see that the Rewards have not been reflected within thirty (30) days of your purchase, please contact us within ninety days of the date of such purchase and we will investigate the situation. (If you wait longer than ninety (90) days, your ability to claim the Rewards will be considered waived.)

### **Redeeming Points**

1. No cash refunds or partial awards will be issued upon redemption of points.
2. Program points may not be used with any other discount or coupon offer.
3. All points must be redeemed using either (i) the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com), or (ii) through the third-party participating merchants in the Pay with Points program.
4. If you have questions about the Program, those questions can be sent to the Operator using the "Contact Us" feature of the Program website.
5. Points will be redeemable only if your Rewards Points Account is open and in good standing.
6. The Participant must redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
7. Your Financial Institution reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
8. Your Financial Institution, Operator and suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
9. Your Financial Institution reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.

### **Miscellaneous**

1. You acknowledge and agree that as part of the Program certain rewards information about You and Your Rewards Points Account may be provided to merchants and other parties involved in the Program and Your transactions and that you consent to this sharing. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.
2. Operator has no liability for disagreements regarding points. Your Financial Institution's decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.
4. NONE OF OPERATOR OR THE SUPPLIER OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE,

SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.

5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE INCLUSION OR OFFERING OF ANY PRODUCT OR SERVICE THROUGH THE PROGRAM DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE BY OPERATOR OR THE PROVIDERS.
6. THE SUPPLIERS OF PRODUCTS AND SERVICES FOR OPERATOR ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OF OPERATOR. OPERATOR IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR LOSS, INCONVENIENCE, LOSS OF ENJOYMENT, MENTAL DISTRESS OR OTHER SIMILAR MATTER, DELAYED DEPARTURE, MISSED CONNECTION, SUBSTITUTION OF ACCOMMODATIONS, TERMINATIONS OF SERVICE, OR CHANGES IN FARES AND RATES, AND/OR CANCELLATION OR DOUBLE BOOKING OF RESERVATIONS OR TICKETS RESULTING THEREFROM. ALL TRAVEL DOCUMENTS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY OPERATOR'S SUPPLIERS.
7. THE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PROGRAM OR THE WEBSITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THE PROGRAM OR THE WEBSITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY PROVIDERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
8. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
9. You agree to indemnify, defend, hold harmless, and release the Providers and any merchants participating in the rewards, including any rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorneys' fees) arising out of any breach of the Program, these Terms and Conditions, or any terms provided to you by Your Financial Institution in connection with the Program, by You or by anyone using the Program or Your points, Rewards Point Account, or other Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.
10. If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
11. The Program and these Terms and Conditions are subject to the laws of the State of New York, without any reference to its choice of law provisions.

#### **Other Terms and Conditions**

There are additional terms and conditions associated with the Program and the redemption of rewards points for merchandise, travel, event tickets, activities, and gift cards. Visit the Program website located at [www.UChooseRewards.com](http://www.UChooseRewards.com) to view the details of those redemption options and their associated terms and

conditions. Additionally, the Pay with Points feature of the Program involves certain participating third-party e-commerce merchants that will accept your rewards points under the Program through such merchant's own reward redemption programs. Your use of reward points at these participating merchants through Pay with Points is also subject to the terms and conditions of such participating merchants. Visit the Program website located at [www.uChooseRewards.com](http://www.uChooseRewards.com) to view the participating merchants in Pay with Points and their associated website links where you can find terms and conditions for the participating Pay with Point merchants.

You also acknowledge and agree to comply with the Privacy Notice found at [www.uChooseRewards.com](http://www.uChooseRewards.com)

***Transactions from lost, canceled, stolen or temporary credit or debit cards; or fraudulent purchases will not earn points.***

For further details about the Program that may be specific to Your Financial Institution, please refer to the FAQs.

## UCHOOSE REWARDS® PROGRAM REDEMPTION TERMS AND CONDITIONS

### Merchandise Terms & Conditions

Merchandise orders cannot be canceled once they have been placed through the everblue® Rewards® website. Instead, those orders must be returned upon arrival. Please see the Merchandise Return Policies & Process, below, for more information. **Merchandise cannot be shipped to PO Boxes.**

Merchandise prices include shipping and handling. Shipping and handling prices are determined at the time of selection and vary based on the number of items in your purchase as well as your selection of standard or expedited shipping speeds.

When you order merchandise, the physical address selected for delivery must match the address provided to us by your financial institution. In the event you attempt to select an alternative address for your proposed order that does not match the address we have received from your financial institution we will deny your order request. Please contact your financial institution if you would like to place any orders and send to an alternative address so that you can update the address on file.

### Merchandise Return Policies & Process

Most new, unopened items returned within 30 days of shipment can be returned for either a replacement item or a refund of points. If you've received an incorrect or defective item, you can choose to receive the correct functioning merchandise or a full refund of your points including shipping and handling. **Restocking fees in addition to shipping and handling fees may be applied on items returned that are not damaged or the wrong item.** This would be deducted from the amount of points refunded to your account for a return.

- There are some exceptions where returns are not allowed:
- Hazardous items that are gas-powered or contain flammable liquids.
- Computer laptops and desktops more than 14 days after delivery.
- Any product missing the serial number or UPC
- Gift cards/certificates.
- Gourmet gift baskets.

Also, items that are opened, used or shipped more than 30 days ago may not be eligible for an exchange or refund.

### Return Process:

1. Contact the Online Returns Center
  - a. You will need either your order confirmation or shipping document to provide certain information like order number, item number and item name. Providing all requested information will expedite processing.
2. Please log into your Ever Blue Rewards online account and complete the email "Contact Us" form for additional assistance.
  - a. Within 2-3 business days you will receive an email validating if the item is eligible for return and providing you with return instructions including any applicable shipping labels.
3. Return Merchandise
  - a. Return labels must be used for all exchange and refunds within the time frame designated (usually 10 calendar days); once the label expires the item is no longer eligible for return.
  - b. Each return mailing label is coded for a specific shipment and specific items; please do not include items from other orders, or other items and/or shipment from the same order, in the same box, or you will not receive the correct refund.
  - c. For special items that require a pickup by UPS, a "call-tag" will be issued. UPS will attempt a pickup at the address on the order during the next 3 business days. No specific time can be provided for the pickup as this is dependent upon the UPS route in the area.

- d. If specialty carrier is required for large items, the carrier will call the phone number on the order to arrange a pickup date and time.
- e. Return labels, call tags and carrier pick-ups are valid only for returns shipped within the U.S.
- 4. Receive Points within 4 weeks after merchandise is received by the EverBlue Rewards Contact Center
  - a. Eligible EverBlue Rewards Points will be deposited back to the participant's account.
    - i. Email notification will be sent once points have been deposited to your account.
    - ii. Validate your points return on your EverBlue Rewards Points Detail page by logging into your online account.
- 5. Replacement items are typically shipped within 4 weeks of the merchandise being received by the rewards center.
  - a. All shipping addresses must be within the U.S. and cannot be P.O. boxes.
  - b. If the item is unavailable a refund of EverBlue Rewards Points will be created.
    - i. Eligible EverBlue Rewards Points will be deposited back to the participant's account.
    - ii. Email notification will be sent once points have been deposited to your account.
    - iii. Validate your points return on the EverBlue Rewards Points Detail page by logging into your online account.

**Return Guidelines:**

Some product lines have special restrictions or return policies. Review the table below to understand the returns policy for the various product lines.

|                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Books<br>Computer Games<br>DVDs<br>Electronics<br>Music<br>Videos<br>Video Games<br>Software | These items must be unopened and still in their plastic wrap unless the item is damaged or defective upon opening of the item's packaging.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Large Screen TV delivered by freight carrier                                                 | Inspect your television carefully for damage while the shipper is still present. If you discover any damage, please refuse delivery and the shipper will remove the TV and your order will be worked for a refund. Do not sign the shipper's release form unless you have inspected the TV for damages. All cabling or additional installation is your responsibility. Your signature on the carriers delivery receipt acknowledges that you understand the return policy. If you accept delivery and later find out that the television is not working properly, please review package enclosures to see if the problem is covered by a manufacturer's in-home service warranty. If you are unable to locate warranty information for a particular model, contact the manufacturer. |
| Outdoor Living<br>Tools & Hardware<br>Kitchen                                                | These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. For safety reasons, items that use flammable liquids or gases cannot be returned. Please contact the manufacturer directly for service, warranty, return, and refund information.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Apparel                                                                                      | These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                        |                                                                                                                                                                                                                |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | packaging. It must be in its original condition with all tags and packaging intact.                                                                                                                            |
| Gourmet Food           | We cannot accept returns on gourmet food items including candy, gift baskets, or any other food items.                                                                                                         |
| Health & Personal Care | Items must be unopened and in new condition. We cannot accept returns of products that have special shipping restrictions imposed by the U.S. Department of Transportation.                                    |
| Jewelry & Accessories  | These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging.                                                         |
| Computers              | Computers which have been opened are subject to a 15% restocking fee to be deducted from the total amount the customer is refunded. Computers may not be returned more than 14 days from the date of delivery. |

Please Note:

- If you do not use the Online Returns Center and choose to work directly with the merchant, the Online Returns Center will not be able to assist you.
- Merchant direct returns only allow exchanges; return for EverBlue Rewards Points will not be an option.
- Online Returns Center provides a traceable, insured return method for high value items. If you choose to work directly with the merchant, we recommend using a traceable U.S.P.S. or UPS shipping method and insure any items valued more than \$500. Shipping costs including insurance will be at the participant's expense.

#### **Backordered Items**

Items which are on back order for more than sixty (60) days may be cancelled due to unavailability; a full refund of points will be processed for the item(s) cancelled.

#### **Gift Card Terms & Conditions**

All physical Gift Card prices include standard shipping and handling (excludes expedited shipping charges). Shipping and handling prices are determined at the time of selection and vary based on the number of cards in your purchase as well as your selection of standard or expedited shipping speeds.

**For orders of physical Gift Card totaling less than \$300, you will have the option to ship the Gift Cards either via standard shipping or expedited shipping. Gift Cards shipped with standard shipping will be delivered by the USPS and are sent without tracking.**

**Physical Gift Card orders totaling \$300 and over automatically require expedited shipping to ensure they are tracked to their destination. This means you will not have the option to ship your Gift Cards via standard shipping.**

**Expedited shipping includes an additional fee, which will be funded by your points and is disclosed at check-out.**

**Expedited orders cannot be shipped to PO Boxes. These are fraud control measures required by our suppliers.**

When you order Gift Cards (including both physical and digital Gift Cards) the email address or physical address, as applicable, must match the email address or physical address provided to us by your financial institution. In the event you select an alternative email address or physical address for your proposed order that does not match the address we have received from your financial institution we will deny your order request. Please contact your financial institution if you would like to order Gift Cards and send to an alternative address.

Points redeemed for gift cards ("Gift Cards") offered in connection with Ever Blue Rewards are also subject to Ever Blue Rewards Terms and Conditions located at [www.EverBlueRewards.com](http://www.EverBlueRewards.com) with respect to your use of the EverBlue Rewards services. Additionally, your Gift Cards are subject to and governed by the terms and conditions provided by the issuer of your Gift Card that are presented to you at the time you receive your Gift Card (and are included with your Gift Card) (the "Gift Card Agreement"). Additional information may be available on the issuer's website or by contacting them directly – please see your Gift Card Agreement for details.

Expiration policies and non-usage fees may apply to the extent allowed by law.

Gift Cards are not redeemable for cash. Gift Cards may not be exchanged or returned unless damaged or defective at the time of receipt. Gift Cards redeemable at only certain retailers and are no longer accepted by such retailers not be exchanged or returned.

Refunds or replacements for Gift Cards that are lost, stolen, or otherwise destroyed after receipt, used without the intended recipient's permission, or used in a manner inconsistent with the Gift Card Agreement or any applicable law will be subject to the discretion of the Gift Card issuer. If the Gift Card issuer does not permit refunds or replacements, you will need to reach out to your financial institution and any such refund or replacement will be handled at the discretion of your financial institution. Should a Gift Card not be delivered to the intended recipient within 14 days of the shipping date, please contact customer service at [support@support.everbluerewards.com](mailto:support@support.everbluerewards.com).

Research will be conducted to determine the appropriate resolution, but in no event will a replacement Gift Card be issued more than 60 days after the original Gift Card shipping date. **Please note, lost and non-delivered gift cards are researched for delivery and usage and can take up to 21 days to confirm eligible replacement.**

Redemption of Ever Blue Rewards Points for a Gift Card constitutes acceptance of these terms and conditions.

### Travel Terms & Conditions

Travel management services are provided by Aspire Loyalty Travel Solutions LLC. and its affiliates ("Aspire"), a service provider to the everblue Rewards Program ("Program"). Aspire acts as a service bureau that provides value added service to retail travel agents and consumers.

In these Terms, "Travel Suppliers" means the airlines, hotels, car rental agencies, cruise lines, railroads, tour operators and other service providers whose products and services are made available through the Program. The Program Terms incorporate by reference the terms of each Travel Supplier's terms and conditions, as applicable. You are responsible for checking the applicable Travel Supplier site(s) for terms and conditions which may be applicable to you.

Travel reservations are subject to the rules of the applicable Travel Supplier on your itinerary. A reservation is not complete until confirmed/ticketed. The passenger ticket(s) when issued, or electronic reservation shall constitute a contract between the Travel Supplier and the ticketed party. Some reservations cannot be cancelled or changed, other reservations may incur Travel Supplier fees to cancel or change.

All offers, prices, and conditions of sale may be subject to, change without notice, advance purchase, eligibility, seating, or other limitations, travel days, dates, minimum or maximum stays, holidays, seasons, blackout dates, stopovers, and/or waitlisting restrictions, reservation validation limitations of up to one year (if any extension permitted, penalties/restrictions may apply); and/or other conditions/restrictions.

Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and are subject to airline rules, penalties and fare difference. Airline policies are subject to change at any time without notice.

**Refunds/Cancellations of Flight, Hotels and Cars are subject to the applicable travel provider's terms and conditions.**

#### Flights

**Non-refundable and non-transferable**

#### Hotels & Other Travel Products

**Non-refundable and non-transferable**

**Booking Windows:** Bookings are subject to advance purchase booking windows. The online booking tool will not allow searches within the advance purchase booking window. Advance purchase requirements are as follows:

- Flights: 5 Day Advance Required
- Hotels: 5 Day Advance Required
- Cars: 7 Day Advance Required

#### Flights

- All airline purchases are **non-refundable and non-transferable**.

- Should you have any questions, contact the airline (operator) directly. All reservations must be made in the exact name of each person traveling. U.S. billing and delivery address, if applicable, are required. It is the customer's responsibility to review the final amount of reservation prior to ending the booking and making a purchase.
- When you place travel redemption orders, the email address or physical address, as applicable, must match the email address or physical address provided to us by your financial institution. In the event you select an alternative email address or physical address for your proposed order that does not match the address we have received from your financial institution we will deny your order request. Please contact your financial institution if you would like to place redemption orders and send to an alternative address.
- You can book up to 9 seats within one transaction; however, there must be more Adult tickets than Children tickets (i.e., 5 Adults and 3 Children).
- Any fees associated with the applicable redemption or ticket purchase will be the responsibility of the traveler at the time of booking. These fees include, but are not limited to, ticketing fees, airline fuel surcharges, and security fees. Government entry/exit fees may apply, depending on your destination. These are your sole responsibility and may be additional to your booking charges.
- In addition, the loyalty points price listed for airline tickets does not include any applicable baggage fees, meals, beverages or services fees. Restrictions may apply.
- Changes to and cancellations of airline tickets can be made only if the Travel Supplier and specific air ticket rules permit the changes or cancellations. Travel Suppliers may charge a ticket service fee for all exchanges, modifications, or cancellations, in addition to airline penalties and fare difference.
- Unused tickets contain no value if not canceled prior to departure. To inquire about refundability of a fare you are considering, please call the appropriate airline.
- The Program Terms incorporate by reference the terms of each airline's contract of carriage. Passengers may inspect the full text of the contract of carriage at each airline's airport or city ticket offices. The incorporated terms of the contract of carriage may include, but are not limited to: (1) Limits on the airline's liability for personal injury or death of passengers, and for loss, damage, or delay of goods and baggage, including fragile or perishable goods; (2) Claim restrictions, including time periods within which passengers must file a claim or bring an action against the airline for its acts or omissions or those of its agents; (3) Rights of the airline to change terms of the contract; (4) Rules about reconfirmation of reservations, check-in times, and refusal to carry; (5) Rights of the airline and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate airline or aircraft, and rerouting.
- Please note that your seats, meals, frequent flyer and other special requests are requests only. There is no guarantee that you will be assigned the seat(s) you have requested. There is also no guarantee that your meal(s), frequent flyer and other special requests will be honored by the airline. It is therefore recommended you contact your airline directly to confirm these requests prior to your scheduled departure date.

## **VACATION RENTALS**

- A. Vacation Rentals may be booked on the same day. Vacation Rental policies, including refunds and cancellation policies, are displayed on the website for each property. Due to various property rules, date restrictions over high-demand periods, and other special circumstances, property cancellation terms are subject to change at any time prior to purchase. For more information on details specific to the property, please refer to the cancellation policy on the property website or contact the property directly by following the instructions in the order confirmation received at the time of booking.
- B. No shows are non-refundable and will result in a total forfeiture of payment and Points without credit due.
- C. Requests for cancellations or modifications must be completed through the Program for all cancellation or modification requests. Cancellations or modifications handled by the property directly may result in no refund. Vacation Rentals can only be canceled in full. You cannot cancel just a portion of the reservation. If you desire to shorten your length of stay, you will need to cancel the entire reservation and rebook a new reservation.
- D. In the event of an involuntary cancellation due to weather, war, terrorism, epidemic outbreak, natural disaster, acts of civil unrest or other acts of God, property cancellation fees may be waived at the discretion of the property.
- E. Policies for children and pets vary by property. Child and pet benefits may be extended should a property offer them.
- F. Any charges for incidentals that you incur while traveling are not included in your reservation rate and must be paid directly to the property. These include, but are not limited to, resort fees, parking fees, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, gratuities, babysitting, pet fees and other incidentals. The property will assess these fees, charges, and surcharges upon checkout. Please check with the property for additional information on incidental charges.
- G. Reservations do not include services not specified in the reservation confirmation.
- H. Minimum age for the primary traveler is 18 years of age at time of stay, but some properties have different age requirements for booking.

- I. Travel Suppliers will attempt to notify guests of property renovation or refurbishment as reasonably soon as Travel Suppliers are notified by the property; however, the Program and Aspire are not liable if the property has failed to notify you in advance.
- J. Reservations are restricted to a maximum of 21 days. If you need stay for more than 21 days, you will need to make another reservation.
- K. Reservations are restricted to a maximum of 11 months in advance.
- L. Availability of accommodation in the same property for extra guests is not guaranteed.
- M. Check-in hours may be limited depending on the property. Please refer to the Check In & Check Out instructions section of the email confirmation you received at the time of booking.
- N. Instructions for gaining access to the property will vary based on the type of property booked. The Check In & Check Out instructions section of the email confirmation you received at the time of booking will contain this information.

### **Hotels and Other Travel Products**

- Packages and tours containing an air component will be subject to policies regarding flights. Hotel requests for specific features (non-smoking, bedding) are not guaranteed by Operator or Supplier. Generally, although not guaranteed, bedding in the U.S. and Canada hotels is as follows: Single consists of a room with one bed; Double consists of a room with either one large bed for two people or two single beds; and Triple/Quad consists of a room with two beds accommodating up to 3-4 people. Requests for rollaway beds and cribs may result in additional charges payable directly to the hotel. Star ratings are for informational purposes only and are not a guarantee or warranty of any kind by Operator. All content of this site is correct, but it is subject to amendment without notice. All content is published in good faith, but Operator cannot guarantee the accuracy of all information provided by suppliers. Operator reserves to the right, in its sole discretion, to cancel any bookings made on this site for Groups and/or charge purchasers credit card for any additional fees and costs related thereto.
- Most advertised air inclusive package prices are per person, double occupancy and include room, air & all applicable taxes. Hotel only prices are per room including all taxes. Reservations depend on availability of travel products and are subject to confirmation upon payment. Rates do not apply to conventions, and customers using these rates in connection with attending a convention will be assessed additional surcharges and/or Operator may cancel the reservation. Air inclusive package prices include federal segment fees, airport passenger facilities charges (PFCs) of up to \$24 per person and September 11th Security Fee of up to \$10 per person. Mexico packages include foreign departure taxes, customs fees, immigration fees, airport improvement, agricultural and health fees of up to \$90 per person. All rates/fees are subject to change without notice. Children rates apply only when sharing a room with two paying adults and/or subject to suppliers' rules. Additional charges for cribs, rollaway beds, infant car seats and similar special request items will be the responsibility of the guest and will be paid directly to the hotel or rental car agency. Generally, children 15 and under may not travel alone and must be accompanied by an adult. Hotel check-in and other travel product age restrictions may apply. Rates do not include incidentals such as meals and beverages, shows, tours not specifically included in the package, tips, telephone calls, liquor, laundry or other items of a personal nature not otherwise specified in the quoted rates or which are excluded from the price. All personal charges must be paid at the time of service, prior to departure from the hotel, upon return of the rental car, or as designated by supplier. A major credit card or cash deposit may be required upon check-in at the hotel and at time of car rental.

### **International Travel**

- U.S. Citizens are required to present at flight check-in a valid U.S. passport. Hospital certificates are not acceptable. Children under the age of 18 years old must present a valid U.S. passport or an original county or state-issued birth certificate or a certified copy of a county or state-issued birth certificate. Hospital certificates are not acceptable. A notarized letter of permission to carry the child outside U.S. borders is required from any legal parent or guardian not traveling with the child. In cases of divorce, the original custody papers verifying full custody to the traveling parent eliminates the need for a notarized letter. Non-US. Citizens may require specific documentation related to their citizenship including a valid passport and visas (requirements vary by country). Visas and other special documents are the responsibility of the traveler including all costs involved. We highly recommend all non-US. Citizens contact the United States State Department directly for documentation requirements required for your country of origin. U.S. citizens and non-U.S. citizens are responsible for obtaining current information regarding entry requirements and security.
- Travel Supplier is an independent contractor which makes arrangements with third party suppliers for services and accommodations. Travel Supplier is not an agent of the customer, or of other parties providing travel-related services. All travel documents are issued subject to the terms and conditions specified by such suppliers. Neither Travel Supplier nor any of its agents or employees, shall be held liable for, and by accepting these documents customer waives any claim against all such parties for, a) any loss of or damage to property or injury to any person caused by

reason of any defect, negligence, or other wrongful act of omission of, or any failure of performance of any kind by any other transportation company, supplier or supplier; b) any inconvenience, loss of enjoyment, mental distress or other similar matter; c) any delayed departure, missed connections, substitutions of accommodations, terminations of service, or changes in fares and rates; and d) any cancellation or double booking of reservations or tickets beyond the control of Travel Supplier. In no event shall Travel Supplier be responsible for any amount other than the lesser of the price paid by the customer for the booking minus any fees charged to Travel Supplier. Travel Supplier reserves the right to accept, decline, retain or remove any person as a member of the tour or package program at any time. All purchases are subject to these Terms and Conditions. The Program does not endorse any particular travel product.

## Legal

- **LIABILITY AND WARRANTY DISCLAIMER.** OPERATOR AND Operators SUPPLIERS/SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS SITE AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES, AND/OR OPERATION OF THE SITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS SITE IS AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE SITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
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- OPERATOR, ITS AGENTS AND/OR EMPLOYEES WILL NOT BE, RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THIS SITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY OPERATOR OR ITS SUPPLIERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF OPERATOR AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## Event Tickets Terms & Conditions

**All Ticket redemptions are final. We are unable to process refunds, exchanges or cancellations.** Should the event be postponed, tickets will be honored for the rescheduled date.

## General

This site acts as an intermediary between buyers and ticket brokers to facilitate the purchase and sale of event tickets and as such, is not directly involved in the actual ticket sale transaction between the buyers and ticket brokers. The following are the rules or Terms that govern use of the Web site ("Site") by you, the user of the Site (User). By using or visiting the Site, User expressly agrees to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. We reserve the right to change these Terms at any time, effective immediately upon posting on the Site.

## Orders

- Orders through this site will be fulfilled by one of our network of participating brokers. **All redemptions are final.** Since tickets are a one-of-a-kind item and not replaceable, there **are no refunds, exchanges or cancellations.** If an event is postponed, tickets will be honored for the rescheduled date. New tickets will not need to be issued. If an event is cancelled without a rescheduled date, User will need to contact the program

headquarters for a refund. The Fulfilling Broker may require the User to return the supplied tickets at Users expense before receiving any refund User may be entitled to due to cancellation. Any shipping and handling charges are not refundable. When User receives tickets, User should keep them in a safe place. Please note that direct sunlight or heat may damage tickets.

- Occasionally tickets ordered may no longer be available at the price or in the quantity originally ordered at the time the order is received. If equivalent or better seat locations are available at the same price, and User has chosen to be automatically upgraded, the Fulfilling Broker will fill the order with the alternative seat locations. If User has not chosen to be automatically upgraded, a representative from the program headquarters may contact User to discuss alternative seat locations.
- For certain events, tickets may not be available for immediate shipment. In this case, a representative from the program headquarters will contact User with notification of an approximate shipping date. Tickets will be shipped when available.
- When you order event tickets the email address or physical address, as applicable, must match the email address or physical address provided to us by your financial institution. In the event you select an alternative email address or physical address for your proposed order that does not match the address we have received from your financial institution we will deny your order request. Please contact your financial institution if you would like to order event tickets and send to an alternative address.

### Gift Card Terms & Conditions

- All physical Gift Card prices include standard shipping and handling (excludes expedited shipping charges). Shipping and handling prices are determined at the time of selection and vary based on the number of cards in your purchase as well as your selection of standard or expedited shipping speeds.
- **For orders of physical Gift Card totaling less than \$300, you will have the option to ship the Gift Cards either via standard shipping or expedited shipping. Gift Cards shipped with standard shipping will be delivered by the USPS and are sent without tracking.**
- **Physical Gift Card orders totaling \$300 and over automatically require expedited shipping to ensure they are tracked to their destination. This means you will not have the option to ship your Gift Cards via standard shipping.**
- **Expedited shipping includes an additional fee, which will be funded by your points and is disclosed at check-out.**
- **Expedited orders cannot be shipped to PO Boxes. These are fraud control measures required by our suppliers.**
- When you order Gift Cards (including both physical and digital Gift Cards) the email address or physical address, as applicable, must match the email address or physical address provided to us by your financial institution. In the event you select an alternative email address or physical address for your proposed order that does not match the address we have received from your financial institution we will deny your order request. Please contact your financial institution if you would like to order Gift Cards and send to an alternative address.
- Points redeemed for gift cards ("Gift Cards") offered in connection with the everblue Rewards Program are also subject to the everblue Rewards Terms and Conditions located on the website with respect to your use of these everblue services. Additionally, your Gift Cards are subject to and governed by the terms and conditions provided by the issuer of your Gift Card that are presented to you at the time you receive your Gift Card (and are included with your Gift Card) (the "Gift Card Agreement"). Additional information may be available on the issuer's website or by contacting them directly – please see your Gift Card Agreement for details.
- Expiration policies and non-usage fees may apply to the extent allowed by law.
- Gift Cards are not redeemable for cash. Gift Cards may not be exchanged or returned unless damaged or defective at the time of receipt. Gift Cards redeemable at only certain retailers and are no longer accepted by such retailers cannot be exchanged or returned.
- Refunds or replacements for Gift Cards that are lost, stolen, or otherwise destroyed after receipt, used without the intended recipient's permission, or used in a manner inconsistent with the Gift Card Agreement or any applicable law will be subject to the discretion of the Gift Card issuer. If the Gift Card issuer does not permit refunds or replacements, you will need to reach out to your financial institution and any such refund or replacement will be handled at the discretion of your financial institution. Should a Gift Card not be delivered to the intended recipient within 14 days of the shipping date, please contact customer service at support@customerservice.everblue.com
- Research will be conducted to determine the appropriate resolution, but in no event will a replacement Gift Card be issued more than 60 days after the original Gift Card shipping date. **Please note, lost and non-delivered gift cards are researched for delivery and usage and can take up to 21 days to confirm eligible replacement.**
- Redemption of everblue Rewards Points for a Gift Card constitutes acceptance of these terms and conditions.

### Cash Back Terms & Conditions

- **Statement Credit** - For credit card cash back rewards, all cash back is offered in the form of a statement credit to your applicable card account. Statement credits will be made within 5 business days after redemption if your

correct account information is provided. The statement credit does not relieve you from your regularly scheduled payment obligations. Cash rewards may have a minimum rewards points requirement; please review your financial institution's minimum, if applicable, at the cash back redemption webpage. Additional restrictions may apply.

- **Redemptions for an Electronic Deposit** - For debit card cash back rewards, all cash back is offered in the form of an electronic deposit into your associated debit card account. Electronic deposits will be made within 5 business days after redemption if your correct account information is provided. Cash rewards may have a minimum rewards points requirement; please review your financial institution's minimum, if applicable, at the cash back redemption webpage. Additional restrictions may apply.

## uChoose Rewards® Program Privacy Notice

Last Updated: 16 June 2021

Effective Date: 16 July 2021

### Privacy Notice

This uChoose Rewards® Program Privacy Notice (the “Privacy Notice”) describes how your personal data is handled and the rights and choices available to you in connection with the uChoose Rewards® Program and its associated fulfillment services (collectively, the “Program”). Fiserv Solutions, Inc. (“Fiserv” or “we,” “us,” or “our”) is providing the Program on behalf of your financial institution, and the information in this Privacy Notice is intended to supplement privacy information that was previously provided to you by your financial institution. [In addition, please also refer to the “Terms & Conditions” found on the Program’s website for more information about your rights and obligations with respect to other issues.

Fiserv and your financial institution provide separate privacy notices that apply to other products or services, in which case this Privacy Notice does not apply. Where this Privacy Notice applies, we also may provide additional or supplemental privacy notices to individuals at the time we collect their data, which will govern how we may process the information provided at that time.

#### I. The personal data we collect

We may collect several categories of information when you use the Program:

- Information that we or our service providers collect directly from you, your financial institution, or the parties with which we do business. For example:
  - **Contact information**, including name, address, telephone number, and email address;
  - **Profile and identification information**, such as username and password, the last four digits of your Social Security Number, and your mother’s maiden name;
  - **Demographic details**, such as date of birth and zip code;
  - **Application Information** – additional information you provide to us on applications and through other means that will help us determine if you are eligible for services you request;
  - **Financial account information**, such as payment card or bank account details, when you enroll in an account with uChoose;
  - **Transaction data**, including your rewards account numbers, account balances, payment history, account usage information (e.g., transaction data associated with enrolled cards), accumulated points, and information regarding your rewards redemptions;
  - **Correspondence you send to us.**
- Information we collect from other sources. We and our service providers may collect information about individuals that is publicly available, for example, by searching media and the internet. We and our third-party verification providers may also collect information from private or commercially available sources. For example, we may obtain consumer report information, such as your credit score and credit history, from consumer reporting agencies.

We may also maintain pages for our company and our products and services on a variety of third-party platforms, such as LinkedIn, Facebook, Twitter, YouTube, Instagram, and other social networking services. When you interact with our pages on those third-party platforms, the third-party’s privacy policy will

govern your interactions on the relevant platform. If the third-party platform provides us with information about our pages on those platforms or your interactions with them, we will treat that information in accordance with this Privacy Notice.

- Information collected via automated means. When you access the Program (e.g. on our websites), we, our service providers, and our partners may automatically collect information about you, your computer or mobile device, and activity on our websites or mobile applications. Typically, this information includes your computer or mobile device operating system type and version number, manufacturer and model, device identifier, browser type, screen resolution, IP address, the website you visited before browsing to our website, general location information such as city, state or geographic area; and information about your use of and actions on or in our websites or mobile applications, such as pages or screens you accessed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, access times, and length of access.

Our service providers and business partners may collect this type of information over time and across third-party websites. This information is collected via various mechanisms, such as via cookies, proxy session ID, and similar technologies. This type of information may also be collected when you read our HTML-enabled emails.

## **II. How we use your personal data**

We use and otherwise process the information that we collect for a variety of business purposes, including:

- Providing and improving our products and services. For example, by:
  - Operating, evaluating, maintaining, improving, and providing the products and services, such as new Program features and functionality;
  - Providing support and maintenance for our products and services, including responding to your requests, questions and feedback; conducting analytics; and managing our relationship with you and your financial institution; and
  - Communicating with you about your account.
- Research and Development. We use the information we collect for research and development purposes, including to develop and create analytics and related reporting, such as regarding industry and fraud trends.
- Marketing. For example, we may use your information to form a view on what rewards may be of interest to you. We may also contact you with marketing communications using the information you have provided to us, although you may opt-out of receiving commercial email marketing messages by following the opt-out processes described under “Your rights and choices” below;
- Compliance, fraud prevention and safety. We use your information to ensure the integrity of our products and services. For example, we may verify your identity; enforce the terms and conditions that govern our products and services; protect our rights, privacy, safety or property, and/or that of you or others; and protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.
- Complying with law. We use your information to comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities.
- To create anonymous or de-identified data. We may create anonymous or de-identified data from your personal data and other individuals whose personal data we collect. Information that no longer identifies you is not covered by this Privacy Notice.
- As otherwise authorized by you.

### III. How we share your personal data

We are committed to maintaining your trust, and we want you to understand when and with whom we may share the information we collect.

- *Our clients.* When we perform services for our clients, such as your financial institution, we may share your information with those entities. We are not responsible for the privacy practices of our clients.
- *To effectuate rewards and other transactions.* We share your information with companies to effectuate rewards and transactions you request. For example, we may share your information with redemption partners as necessary to allow for redemption of points and other rewards. We also may share information with redemption partners (e.g. e-commerce or online marketplace providers which have their own points and redemption platforms), third-party wallet, or similar platform providers to allow you to redeem rewards points through their platforms.
- *Affiliated companies.* We may disclose your personal data to our subsidiaries and corporate affiliates for purposes consistent with this Privacy Notice.
- *Service providers.* We may employ third party companies and individuals (possibly including parties outside of the United States) to administer and provide services on our behalf, for example, to provide customer support or IT systems, or to calculate the redemption points that you have earned. These third parties may use your information only as directed by us and in a manner consistent with this Privacy Notice, and are prohibited from using or disclosing your information for other purposes.
- *Credit reference, fraud protection, risk management, and identity and verification agencies.* We share personal data with credit reference, fraud protection, risk management, and identity verification agencies to help guard against, detect, and respond to fraud or money laundering, and/or manage our or our clients' risk, and ensure we comply with contractual, legal, or regulatory requirements.
- *Compliance with laws and law enforcement; protection and safety.* We may disclose information about you to government or law enforcement officials (including tax authorities) or private parties as required by law, and disclose and use such information as we believe necessary or appropriate to (a) comply with applicable laws and lawful requests and legal process, such as to respond to subpoenas or requests from government authorities; (b) enforce the terms and conditions that govern our products and services; (c) protect our rights, privacy, safety or property, and/or that of you or others; and (d) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.
- *Professional advisors.* We may disclose your information to professional advisors, such as lawyers, bankers, auditors and insurers, where necessary in the course of the professional services that they render to us.
- *Business transfers.* We may sell or transfer some or all of our business or assets, including your information, in connection with a business transaction (or potential business transaction) such as a merger, consolidation, acquisition, reorganization or sale of assets or in the event of bankruptcy, in which case we will make reasonable efforts to require the recipient to honor this Privacy Notice.
- *To other parties with your permission or to fulfill a contract they have with you.* We may transfer your information to any third party who is not otherwise covered by this Notice where you have given us permission to do so, or with whom you have entered into a contract when we need to transfer your information to that party in order to fulfil that contract.

- As otherwise authorized by you.

#### **IV. Your rights and choices**

The following options are available to you:

- If you have any questions about this Privacy Notice or the privacy of your information, you may contact Fiserv via email at the following address: [CSprivacypolicy@fiserv.com](mailto:CSprivacypolicy@fiserv.com).
- If you believe that Program records contain inaccurate or incomplete information about you, please notify your financial institution to correct any inaccuracies.
- If at any time you would like to stop receiving uChoose Rewards marketing and promotional email messages, you may go to the uChoose Rewards “Profile” page and change your email preference. Alternative instructions may also appear in individual messages that you receive.
- If you would like to stop the sharing of your personal information as described in this Privacy Notice, you may contact your financial institution and ask to be removed from the Program.

Additionally, to the extent required by law, you may be entitled to request access to, deletion of, and portability of your information or more information about our information practices. Requests should be submitted by your or an authorized agent in writing as set out in the “Contact Information” section below. If you make a request, you will be asked to provide sufficient information to allow us to reasonably verify that the individual is the person about whom we collected information. These rights are not absolute, and we may decline your request as permitted by applicable laws.

#### **V. How we keep your data safe**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. However, you should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure, accurate, complete, or current. Please note that information collected by third parties may not have the same security protections as information you submit to us, and we are not responsible for protecting the security of such information.

We have put in place procedures to deal with any suspected personal data breach and to notify you and any applicable regulator of a breach where we are legally required to do so.

#### **VI. Your acceptance of these terms**

By using the uChoose Rewards Program, you signify your acceptance of our Privacy Notice. If you do not agree with this Notice, please withdraw from the Program and do not use the website or other Program services. In all cases, your continued use of our products or services after the posting of any modified Privacy Notice indicates your acceptance of the terms of the modified Privacy Notice.

#### **VII. Changes to this Privacy Notice**

We may modify this Privacy Notice from time to time. When we update the Privacy Notice, we will revise the “Effective Date” date above and post the new Privacy Notice on this website. We recommend that you review the Privacy Notice each time you access or use the Program to stay informed of our privacy practices.

#### **VIII. Compliance with applicable laws**

We comply with applicable laws and regulations pertaining to information about you, including U.S. federal laws pertaining to “nonpublic personal information” and “consumer report information.”

#### **IX. Contact us**

If you have any questions about this Privacy Notice or our practices, please email us at [CSprivacypolicy@fiserv.com](mailto:CSprivacypolicy@fiserv.com).