

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 10th 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.

Question	Answer	Further Detail
What is arbitration?	An alternative to court.	In arbitration, a third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes.	The hearing is private. There is no jury. 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.
Can you opt out of this Arbitration Agreement?	Yes, within 60 days.	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.
What is this Arbitration Agreement about?	The parties' agreement to arbitrate Disputes.	Unless prohibited by applicable law, and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Agreement cover?	You, us, and certain "Related Parties".	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.

What Disputes does the Arbitration Agreement cover?	All Disputes (except certain Disputes about this Arbitration Agreement).	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.
Who handles the arbitration?	An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.	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, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamsadr.com; or (3) Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this 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.
Can Disputes be litigated?	Sometimes.	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand, 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.
Are you giving up any rights?	Yes, both you and we are giving up rights.	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;

		(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.
Can you or another consumer start a class arbitration?	No.	The Arbitrator is not allowed to handle any Dispute on a class or representative basis 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.
What law applies to this Arbitration Agreement?	The Federal Arbitration Act ("FAA").	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.
Will anything I do make this Arbitration Agreement ineffective?	No.	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.
If a court or Arbitrator determines certain terms of this Arbitration Agreement are ineffective, does that invalidate the entire Arbitration Agreement?	No.	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.

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

		provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	By following the agreed-upon arbitration administrator's rules for commencing an arbitration.	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.
Will any hearing be held nearby?	Yes.	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
Can I appeal the Arbitrator's decision?	The ability for you or us to appeal an Arbitrator's decision is very limited.	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Will the Arbitrator's decision be made public?	No, neither you nor us will have the right to make the Arbitrator's decision public.	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.
Can you change this Arbitration Agreement?	Yes.	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.
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c. Arbitration Fees and Awards.

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

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.