

## Bangor Savings Bank Deposit Account Agreement

TERMS AND CONDITIONS FOR YOUR BANGOR SAVINGS BANK DEPOSIT ACCOUNT. IMPORTANT ACCOUNT INFORMATION - PLEASE READ.

AS SET FORTH BELOW, ANY CLAIM, DISPUTE, OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE "DISPUTE RESOLUTION" PROVISION CONTAINED IN THIS AGREEMENT. THIS AGREEMENT ALSO INCLUDES A WAIVER OF CLASS ACTION AND YOUR RIGHT TO A JURY TRIAL. PLEASE READ THE "DISPUTE RESOLUTION" SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY US. FOR CONSUMER ACCOUNTS, YOU MAY OPT OUT OF ARBITRATION BY NOTIFYING US WITHIN 60 DAYS OF ACCOUNT OPENING AS SET FORTH IN THE ARBITRATION AGREEMENT BELOW. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

### Contact Us:

- You may contact us any time by emailing us at support@wurdy.co
- You may call us at (415) 234-3881 between the hours of 9 a.m. and 8 p.m. Eastern Time, 7 days a week.
- You may write to us at 5-5226 Kuhio hwy, P.O. Box 1203, Hanalei HI 96714.

### 1. Agreement

This Bangor Savings Bank Account Agreement ("Agreement") is made between you ("you", "your") and Bangor Savings Bank ("Bank", "we", "us", "our") and governs the use of your deposit account ("Account") issued by the Bank. This Agreement includes and incorporates by reference our Privacy Policy, and all fee schedules disclosures ("Fee Schedule") and materials provided to you before and when you applied for and/or opened your Account, and any supplements or amendments to this Agreement. This Account may be offered to you in partnership with a third-party partner ("Partner"), which may provide services to you and the Bank in connection with your Account. Your Account may consist of an individual deposit account established in your name or a beneficial interest in a pooled account established in the Bank's name, for the benefit of you and other customers. You understand and agree that your funds may be pooled into a single account with the funds of other customers, but we will keep track of the balances we hold in your name. You agree to appoint the Bank as your agent to hold funds in an account or deposit those funds in accounts for your benefit at one or more FDIC-insured banks.

Use of your Account remains subject to Partner's Terms of Use as updated from time to time ("Partner's Terms of Use") and Partner's Privacy Policy as updated from time to time ("Partner's Privacy Policy"), and any other agreements between you and Partner that apply to your use of products and services provided by Partner, and any other features, technologies, and/or functionalities offered by Partner on its website, mobile app, or through any other means. This Agreement is provided to you in electronic format pursuant to the Bank's or Partner's E-Sign Agreement that you are required to accept and agree to at or before the time you open your Account. Partner may offer other services to you which are not governed by this Agreement. Those products and services are not provided by the Bank, except as otherwise stated in an agreement you have with us, and we disclaim responsibility for all such products and services to the fullest extent permitted by law.

Please read this Agreement carefully and retain it for future reference. By applying for, opening, using or continuing to hold an Account, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with your Account. Continued use of the Account means your ongoing agreement to this Agreement, as amended from time to time. By continuing to use the Account, you further agree to pay any fees due and outstanding associated with the Account, including giving us the right to collect such fees directly from the Account balance. You are responsible for the accuracy and completeness of all information supplied to the Bank and Partner in connection with the Account and its services. This Agreement and the deposit relationship do not create a

fiduciary relationship between you and the Bank. You will receive a separate set of Account Disclosures which will include schedule of rates, qualifying balances, transaction limits, and fees if they are not included in this Agreement, as applicable, which are incorporated into this Agreement by reference.

If there is a conflict between this Agreement and any other document or statement made to you concerning the Account, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you by the Bank concerning any services or products other than the Account and related banking services provided by the Bank, the separate terms and conditions applicable to that service or product will govern.

## **2. Accessing Your Account**

The Account is accessed through the mobile application hosted by Partner (“Mobile App”) and websites owned by Partner (“Sites”). The Mobile App and Sites together are defined as “Online Services.” Online Services are provided by Partner and not by the Bank. To the extent permitted by law, Bank disclaims liability for all losses you may incur as a result of your use of the Online Services or any act or omission of Partner. Neither the Bank nor Partner is responsible for any costs you incur to maintain internet access, mobile device data and telecommunication services, or an email account. You may not access your Account by visiting a Bank branch or location.

## **3. Amendments and Modifications**

This Agreement may be amended or changed by the Bank in its sole discretion at any time by posting the amended documents (including this Agreement) on the Bank’s website or the Online Services, or notifying you of the amendments using any of the contact information we have on file for you. And any such amendment will be effective upon such posting to the Online Services, upon sending you a notice of the change, or on the effective date specified in the notice of the change. The current Agreement is available at [wurdy.co](http://wurdy.co) or in the Mobile App. For any adverse changes to this Agreement, we will provide you reasonable notice in writing or by any method permitted by law. However, if a change is made for security purposes, such change can be implemented without prior notice. Your continued maintenance or use of the Account after the change will be deemed acceptance of any change and you will be bound by it. To reject the change, you must stop using your Account and close your Account before the effective date of the change. Your termination of this Agreement does not affect any of our rights or your obligations arising under this Agreement prior to such termination.

## **4. Our Privacy Policy**

Your privacy is very important to us. All services offered by Partner in connection with this Account, including the Online Services, and by Bank are subject to Partner’s Privacy Policy and the Bank’s Privacy Policy. Please carefully review Partner’s Privacy Policy and the Bank’s Privacy Policy for more information. The Bank’s Privacy Policy is available at <https://www.bangor.com/privacy-policy>.

## **5. Account Information**

If your Account is a consumer deposit account, it may not be used for commercial purposes. A consumer deposit account is a deposit account that is held or maintained primarily personal, family, or household purposes. If your Account is a commercial deposit account, it may not be used for personal, family, or household purposes. A commercial deposit account is a deposit account that is held or maintained by an individual, legal entity, or unorganized business, such as a sole proprietor or unregistered general partnership, primarily for business and commercial purposes (including not-for-profit business activities), and not for consumer or personal use.

Your Account will be owned individually by you, and you may not add a joint owner to the Account. We may refuse to process any transaction that we believe may violate the terms of this Agreement or Partner’s Terms of Use, or for any other reason in our sole discretion. The Account cannot be owned or titled as a joint account, trust account, a Uniform Transfers to Minors (UTMA) account or a Payable-On-Death (POD) account.

## **6. Opening the Account**

To open an Account, you must successfully complete the application through the Online Services, meet all of our eligibility requirements, and follow all directions we provide to open your Account. By submitting an application to open an Account, you authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by applicable law. For commercial Accounts, we may require an officer, shareholder, principal, or other stakeholder acting on behalf of your business (“Company Signer”) to provide information to us, and authorize us to obtain information about the Company Signer from time to time from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by law. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. If we are not able to validate your identity or authenticity to our satisfaction, we may not open the Account.

For commercial Accounts, we may also be required to request and verify information and identifying documents for your business, Authorized Users, Company Signer, and other account owners and beneficial owners of your business.

For commercial Accounts, a qualified Company Signer must accept this Agreement on your behalf. By submitting an application, you represent and warrant that the Company Signer is authorized to act on your behalf and bind the company to this Agreement and make all transactions and perform all activities and obligations contemplated by this Agreement and any other agreement between you and us in connection with your Account.

## **7. Eligibility**

The Bank will determine your eligibility for an Account in its sole discretion. A consumer Account is only available to United States citizens or lawful permanent residents of the fifty (50) United States (“U.S.”) or the District of Columbia who are at least 18 years of age (or the age of majority in their state of residence), have a U.S. physical address or with military addresses (APO or FPO), have a valid social security number or tax identification number, and meet all of the Bank’s eligibility criteria. A commercial Account is only available to business entities which are lawfully organized and authorized to do business in the United States, have a U.S. physical address and tax identification number, and meet all of the Bank’s eligibility criteria. A commercial Account may also be available to individual sole proprietors and general partnerships, which sole proprietors and general partners are United States citizens or lawful permanent residents of the fifty (50) United States or the District of Columbia, are at least 18 years of age (or the age of majority in their state of residence), have a U.S. physical address or military address (APO or FPO), a valid social security number or tax identification number, and meet all of the Bank’s eligibility criteria. You must also agree to go paperless. This means that you must (1) provide us with and maintain a valid email address and (2) agree to accept electronic delivery of all communications by consenting to the Bank’s and/or Partner’s E-Sign Agreement in accordance with our instructions. We may decline to open, and may close, an Account for any lawful reason. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

## **8. Authorized Users and Company Signers**

You may be given the ability to designate individuals (“Authorized Users”) who you authorize to access your Account and/or conduct transactions through your Account, and such designation right includes the responsibility to determine the scope of rights and capabilities that the individual will have with respect to your Account. When you have consented to adding an Authorized User, you understand that any transaction authorization, instruction or any other action concerning your Account that your Authorized User engages in will be deemed authorized by you and valid and we are

under no obligation to investigate the authorization, instruction or activity. You also agree that you will not hold us liable for acting upon any such authorization, instruction or activity. We reserve the right to terminate your Authorized User's access to the Account for any reason and without advance notice.

We will continue to treat all actions taken by your Authorized User as authorized by you until you revoke the Authorized User's access to your Account by notifying us by email at the address listed above or through the Online Services. Until we have been properly notified in writing of any change in such authorization and we have had a reasonable period of time to act upon such notice, we may pay, apply, or otherwise honor and charge your Account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof all orders for payment or transfer of money for whatever purpose. You must notify us immediately by email of any change in the status of any Authorized User. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change and have had a reasonable period of time to act upon such notice will be affected by any such notice.

For commercial Accounts, a Company Signer shall be deemed an Authorized User. Only a Company Signer may designate additional Authorized Users. By designating an Authorized User, you represent and warrant that such Authorized User is authorized to use the Account and engage in all transactions on your behalf, as contemplated by this Agreement.

## **9. Compliance with Laws and Regulations**

You agree to comply with all applicable laws, which term shall include, but is not limited to, all statutes, regulations, interpretations, directions and guidance of any regulatory authority, the rules of any payment network you use to make transactions using your Account, and the rules of any relevant industry self-regulatory authority, which are applicable to the Bank or your use of the Account and related services offered under this Agreement.

## **10. Contact Information; Notifying Us of Changes**

You agree to provide and maintain a valid telephone number, mailing address, and email address (collectively, "Contact Information") on file with us at all times. By providing your Contact Information, you represent and warrant that you own and are authorized to send and receive communications using that Contact Information. You must notify us immediately if there is a change to your name, telephone number, mailing address, email address, or any other information you have provided us. Unless we agree otherwise, change of Contact Information or name must be made via the Online Services or email sent to the email address listed above, and you must submit any proof of address and identification requested by us. We may change your mailing address in our files if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your current address.

Neither the Bank nor Partner will be liable for any adverse effects to the Account as a result of undelivered mail or email or your inability to access Account information through the Online Services due to a failure to promptly notify the Bank or Partner of a change to your email or postal mailing address or if your email settings block or filter out messages from the Bank or Partner.

## **11. Contacting You**

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 using any Contact Information we have on file for you. 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 through the Online Services, 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 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. We are not required to act upon instructions you give us unless you follow our instructions for notifying us and we have a reasonable opportunity to act on your instruction.

You may opt out of receiving autodialed or prerecorded calls or texts, to the extent required by law. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or you may change your communications preferences by contacting Partner at support@wurdy.co. We may require up to 10 days prior notice of your request to change your Contact Information or communications preferences. We may not be able to accommodate your communications preferences.

Should you provide a phone number for which you are not the subscriber, you understand and agree that you will indemnify us for any and all costs and expenses incurred as a result of us trying to contact you at that number. Costs and expenses include reasonable attorney's fees, if permitted by law. We may monitor and record calls for training and quality assurance purposes.

You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. By indicating your consent on the Online Services or on your mobile device, you also agree to receive alerts about your Account activity, balances, payments, suspicious activities, and other matters involving your use of the Online Services or the Account through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification or Online Services content; or your use or reliance on the content of any push notification or the Online Services for any purposes, to the fullest extent permitted by law. Each push notification may not be encrypted and may include your name and information pertaining to your Account or use of the Online Services. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

## **12. Truth in Savings Act Disclosure**

Earning Interest on your Account – Your Account may be eligible to earn interest. See the Account Disclosure to determine whether your Account is eligible to earn interest, and if so, the applicable interest rate and annual percentage yield (APY) and how we calculate your interest.

Effect of Closing your Account – If you close your Account before accrued interest is credited, you will not receive the accrued interest that has not yet been credited to your Account.

Minimum Balance – Your Account may be subject to a minimum balance requirement to open this Account, to maintain the Account, to avoid fees, or to obtain the disclosed APY. If it is, this minimum balance will be disclosed to you when you open your Account or in a subsequent disclosure.

Fees – You agree to pay all applicable fees on your Account, which are disclosed in this Agreement or our separate Fee Schedule in the Account Disclosures. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

Transaction Limits – Your Account is subject to the transaction limits disclosed in the Account Disclosure, the “Electronic Fund Transfer” disclosure and as otherwise set forth in this Agreement.

## **13. FDIC Insurance**

Your Account is provided by Bangor Savings Bank, Member FDIC. Unless otherwise indicated in your Account Disclosure, funds in your Account are insured by the Federal Deposit Insurance Corporation ("FDIC"), up to the applicable federal limits. The amount of insurance coverage you have may depend on the balance in your Account and the ownership category, type of deposits, and amount of deposit balances held in any other accounts you have with us. For additional information, please visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov).

#### **14. Liability for Transactions on Your Account**

You are liable and must pay for all transactions you make using your Account. You may not permit any other person to use your Account. You are liable for all transactions made on your Account by you or any person to whom you provide access to your Account or any Credentials (as defined below) or device that can be used to access your Account, even if that person has exceeded their authority, until you notify us that such person is no longer authorized to use your Account, and we have a reasonable opportunity to act on your notification.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your Account when they are incurred, without notice to you.

#### **15. Deposits**

##### **a. Making Deposits**

You may make deposits into your Account using only methods described herein. Deposits must be made in U.S. Dollars. We may change the deposit methods we support from time to time. We do not charge you any fees for making deposits, unless specified on our Fee Schedule. You may only deposit with us funds that are immediately available, and are not subject to any lien, claim, or encumbrance.

Deposit methods we support are: Automated Clearing House ("ACH") transfer to your Account from your Linked Account using the Online Services.

We do not accept deposits using any of the following methods: ATM deposits, personal checks, cashier's checks, money orders, foreign currency, cash, and any other method not expressly permitted by this Agreement. We may reject any deposit we receive through a method we do not support.

You may use the Online Services or call us to confirm that we have received a deposit. If a deposit or transfer to your Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn.

All deposit items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and, except as required by law, we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents including the Federal Reserve Banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your Account before final settlement has been made for any deposited Item, and final settlement is not made, we have the right to charge your Account or obtain a refund from you. In addition, we may charge back any deposited Item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure

to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited Items or for any damages resulting from any of those actions.

**b. Rejection of Deposits by Bank**

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank and Partner are not liable for any service charges or late charges that may be imposed against you due to the rejection of any item that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus applicable fees to your account due to any item's rejected for deposit.

If funds are incorrectly deposited or transferred to the Account, we may correct the error by deducting the amount of the incorrect deposit from the Account without prior notice to you.

**16. Funds Availability**

Funds deposited to your Account will be made available to you as set forth in the Bank's Funds Availability Policy.

**17. Withdrawals**

You may withdraw or transfer all or any part of the Account balance at any time, up to the available balance, subject to the terms of this Agreement. Withdrawals may only be made in U.S. Dollars. We may subtract from your balance the amount of any withdrawal or debit transaction that you initiated or approved. Before permitting a withdrawal or other transaction, we may hold your withdrawal request and request that you provide us with additional information or documentation that we deem necessary to confirm your identity or if we identify suspicious activity associated with your Account. We may refuse a withdrawal transaction if you do not comply with our request or for any other reason in our sole discretion. We are not required to comply with any multiple-signature requirement, even if you have otherwise instructed us to do so.

If your Account is a savings account, as shown in your Account Disclosures, we reserve the right to (1) limit your withdrawals to six withdrawals per month; and (2) require seven days written notice of an intended withdrawal.

Withdrawal methods we support are: ACH transfer from your Account to a Linked Account using the Online Services and ACH transfer to a third party.

If we permit you to make withdrawals from your Account or obtain information about your Account or balance using an ATM, fees may apply to in-network and out-of-network ATM transactions, including balance inquiries. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Account.

**18. Cut-Off Time**

Transactions requests received by us after the cut-off time on a Business Day, or on a day that is not a Business Day may not be initiated until the next Business Day. The cut-off times are:

<b>Transaction Type</b>	<b>Cut-Off Time (Eastern Time)</b>
International Wire Transfer	3:30 p.m.
Domestic Wire Transfer	4:00 p.m.
Online ACH Transfers	6:00 p.m.

## **19. Overdrafts**

Our general practice is to decline to pay any transaction that would cause a negative balance on your Account. However, we may, in our sole discretion, pay the item even if your available balance is insufficient to cover the transaction, resulting in a negative available balance. Even if we've paid such items before, we are not required to do it in the future. We look at your available balance only once to decide if the item would cause your Account to have a negative balance. If we pay a transaction that causes your Account to have a negative balance, you must immediately deposit the amount necessary to restore your balance to at least \$0.00. We also may report you to consumer reporting agencies and business reporting agencies, close your Account, or both. This could affect your ability to open accounts with us or other banks in the future. You authorize us to use the money from any subsequent deposits to your Account to pay any negative balance on your Account and restore the balance to at least \$0.00. Subsequent deposits include any federal or state benefit payments that you choose to deposit in your Account (including direct deposit of Social Security benefits). You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions at any time. We may still pursue collection of the amount you owe (including suing you) after it is charged off. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft, except to the extent prohibited by applicable law.

If a check or other items you deposit or we cash is returned to us for any reason, at any time, we may debit your Account for the amount of the item. We may also charge you a fee for each returned item. We may debit your Account for a returned item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that the item is being returned to us – whichever is earlier. Furthermore, if an item deposited in your account has been paid by the financial institution on which it is drawn and that institution later returns the item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, we may debit your Account for the amount of the item. If you have insufficient funds to cover a returned item, we may overdraw your Account. You agree to repay us the amount of such overdrafts immediately. In some cases the financial institution on which the returned check or item is drawn may send us an electronic notice of return instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return just as if the original item has been returned. For each returned item drawn in a foreign currency, we charge your Account the U.S. dollar equivalent of the item. We may calculate the U.S. dollar equivalent by using our applicable exchange rate that is in effect when we process the return item. You agree to reimburse us for any cost or expense we incur in connection with such claim (including, without limitation, attorney's reasonable fees and court costs) and agree that we may impose fees against your account for processing any such claim as may be reflected in our Fee Schedule, as may be amended from time to time. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

For non-personal accounts, as disclosed in our Fee Schedule, you agree that we may charge a fee for each transaction or item that (1) overdraws your Account; or (2) is returned unpaid due to insufficient funds. You understand that when you authorize a transaction and it is returned unpaid, it may be re-presented several additional times. Each attempt to present the transaction is considered a separate "item." If disclosed in our Fee Schedule in the Account Disclosures, we may charge you a non-sufficient funds fee for each item that is returned unpaid, and each item that is paid and results in an overdraft on your Account. This may result in multiple fees for the same transaction. For example, if you have insufficient funds to cover a transaction, and that transaction is returned unpaid due to insufficient funds, is re-presented and returned unpaid a second time, then re-presented again and paid, resulting in an overdraft, then you may incur two non-sufficient funds fees and one overdraft fee, as set forth in the Fee Schedule. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

## **20. Transaction Limits**

There are limits on the amount, type, and frequency of transactions you can make using your Account, which are described in this Agreement or in your Account Disclosures.



There are other limits on your Account that we do not disclose to you in order to maintain the security of your Account and your systems, and we may change these limits without notice to you, unless required by applicable law.

The payee name on any direct deposit(s) or ACH credit(s) we receive for deposit into your Account must match your name, and we may, but are not required to, reject and return transactions in the event of a discrepancy.

## **21. Prohibited Transactions**

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; and (v) Payments relating to transactions that (1) constitute money-laundering or terrorist financing; or (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. You must not use your Account for any illegal purposes. We have no obligation to monitor, review or evaluate the legality of any transaction, however, transactions in the Account are subject to review and can be delayed, rejected or frozen if the Bank determines in its sole discretion that the transaction violates applicable law, this Agreement, or the policies of the Bank. Such delay or freezing of your Account may impact your available Account balance. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity or online gambling or for any other reason at our discretion. In addition, such funds may potentially be subject to investigation by one or more federal law enforcement agencies.

## **22. Transaction Processing Order**

Notwithstanding anything to the contrary, when we process multiple transactions for your Account on the same day, the transactions will be processed in the following order (as applicable to the transactions we permit on your Account): We pay chargebacks and other debits from transactions occurring prior to current date posting first, then pay over the counter withdrawals and debit memos. Next we pay ATM transactions from lowest to highest dollar amount, and then we pay debit card PIN transactions followed by debit card signature transactions from lowest to highest dollar amount. We pay internal transfers between Bangor Savings Bank accounts, and then we pay checks deposited into your Account. We then pay checks deposited or processed at other banks, in the order of lowest to highest check number (consecutive). ACH transactions are then paid in the order of lowest amount to highest amount, followed by any fees assessed to your Account. The processing order of items is important if you do not have sufficient available funds in your account to pay every item, both when the item is authorized and when the item settles. Sometimes we authorize an item at a time when you have sufficient available funds to pay it, but because other items and fees are paid before it and reduce your balance, the item creates an overdraft. The payment order can affect the number of items overdrawn or returned unpaid, and the amount of the fees you may have to pay. You can avoid fees for overdrafts and returned items by making sure that your account always has a sufficient available balance to pay all of your items and associated fees. Also, please be aware that the presentment or payment of items that result in an overdrawn balance or unpaid items may create multiple fees being assessed during a single banking day. For personal accounts, you may be charged our standard overdraft fee as noted in our Fee Schedule for each paid item, up to a limit of three (3) per day. We do not charge a fee for returned items (i.e., unpaid items) on personal accounts. For non-personal accounts, you may be charged our standard overdraft fee as noted in our Common Fee Schedule for each item (paid or returned unpaid), up to a limit of six (6) per day. We do not always receive debits on the same day that you conduct them. We may change the

way we group transactions together or the order in which we post transactions to your Account at our discretion and without notice to you, unless required by law. It is therefore important for you to keep track of the deposits you make and the transactions you authorize to make sure there are sufficient funds in your Account to cover all transactions and any applicable fees.

### **23. Linked Accounts.**

You may use the Online Services to link your Account to another deposit account you own and hold with another U.S. depository institution ("Linked Account"). By providing a Linked Account, you represent and warrant that you own and are authorized to use the Linked Account for the purposes set forth in this Agreement. For consumer Accounts, any Linked Account must be a personal account (not a business or commercial account). For commercial Accounts, any Linked Account must be a business or commercial account that you, the Company Signer, and any other Authorized User is authorized to use for the transactions contemplated by this Agreement. Your request to establish a Linked Account is subject to our verification and approval.

### **24. Fund Transfer Services**

Funds transfers to or from your Account will be governed by the rules of the funds transfer system(s) through which the transfers are made ("system rules"), including Fedwire, the National Automated Clearing House Association ("NACHA"), the Clearing House Interbank Payments System ("CHIPS"), and the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").

If you originate a fund transfer to or from your Account and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. If we do not receive full and final settlement of a fund transfer made to your Account, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH transfer. Credit given by us with respect to an ACH credit entry to your Account is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we receive a payment order to credit an Account you have with us, we are not required to give you any notice of the payment order or credit. You may contact us using the Online Services or by calling us to determine whether an electronic fund transfer to or from your Account has occurred successfully. We may require you to enter into an additional agreement governing your use of ACH origination services.

If your Account receives incoming ACH transactions (either credits or debits) or wire transfers initiated from within or outside of the United States, both you and we are subject to the Operating Rules and Guidelines of NACHA, or the rules of any wire transfer system involved, and the laws enforced by OFAC. Under such rules and laws, we may temporarily suspend processing of a transaction for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds.

We reserve the right to temporarily suspend, block or reject the processing of any transaction, to freeze or block certain funds or the full balance of any Account, account owner, account beneficiary, or Authorized User (each, a "Restricted Person"), in each case to the extent we deem reasonably necessary to comply with any notice, order, regulation, rule, requirement or restriction issued or promulgated by OFAC (collectively, the "OFAC Rules"). To comply with OFAC Rules, we may temporarily suspend processing of a transaction or the availability of a balance for greater scrutiny or verification against the OFAC list of blocked parties, which may result in delayed settlement, posting and/or availability of funds. If we determine there is a violation or potential violation of the OFAC Rules, or if we cannot satisfactorily resolve a suspected or potential violation, we may reject such transaction or freeze or block the subject funds or full balance of any Account or Restricted Person. If we block the subject funds and you believe you have adequate grounds to seek the

return of any blocked funds, it is your sole responsibility to pursue the matter with the appropriate governmental authorities. Please see the OFAC website for procedures and form required to seek a release of blocked funds.

You also will observe all anti-money laundering and exchange control laws and regulations, including economic and trade sanctions promulgated by OFAC, in relation to any funds transfer, and you will use all reasonable efforts to assist us to do likewise. You warrant that the information given to us by you is accurate. We may disclose any information given to us that we in our sole discretion think necessary or desirable to disclose; except we will only disclose confidential information if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law.

Sometimes legal, regulatory, or governmental authorities require additional information, either in respect of individuals, entities, or particular transactions. You warrant that you will promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction. We reserve the right to restrict your access to your Account if we reasonably believe it is necessary to investigate or facilitate the investigation of a payment network or governmental authority into suspicious, fraudulent, or unlawful activity, or to protect the security of your account and our systems.

If you, or your Authorized User, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Agreement and/or not fulfill any funds transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies will not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by law or regulation.

## **25. Additional information about Electronic Fund Transfers**

### **a. Your Rights and Responsibilities**

Your Account allows you to make electronic fund transfers (“EFTs”) to and from your Account. EFTs are transactions that are processed by electronic means and include, among others, and ACH transfers. A wire transfer is not an EFT. This section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services from Partner, such as the ability to request EFTs to and from your Account through the Online Services. Please refer to Partner’s Terms of Use for additional terms and disclosures applicable to those services.

### **b. Types of EFTs Supported**

**Online Transfers.** You may request fund transfers between your Account and a Linked Account by ACH transfer.

**Third Party Payments.** You may authorize a third party (such as a utility company or lender) to initiate a single or regular (automatic preauthorized) debit(s) from your Account on your behalf by ACH transfer.

**Direct Deposits.** You may arrange to have direct deposits that are payable to you (e.g., income from your employer or government benefits) made to your Account by ACH transfer.

**Card Transactions.** If we issue you a debit card, you may use your debit card to complete point-of-sale purchases of goods and services or to withdraw funds at an ATM or merchant point-of-sale that permits cash back withdrawals.

### **c. Electronic Fund Transfers Initiated by Third Parties**

You may authorize a third party to initiate EFTs between your Account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. If you authorize recurring payments that may vary in amount, the third-party initiating the payment may be required to tell you, 10 days before each payment, when it will be made and how much it will be.

These transfers may use ACH or another payments network. Your authorization to the third party to make these transfers can occur in a number of ways. A third party may initiate EFTs with your Account number and bank information. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these EFTs.

d. Limits on EFTs

Transaction limits apply to your use of EFTs to transfer funds to or from your Account. Please see the “Transaction Limits” section above and your Account Disclosures.

e. Your Right to Stop Payment

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us at (415) 234-3881, or write us at support@wurthy.co in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop-payment order you give, if set forth in our Fee Schedule. For consumer accounts, if you order us to stop an EFT payment 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

f. Confidentiality

We will disclose information to third parties about your Account or the transfers you make: (i) Where it is necessary for completing transfers, or (ii) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or (iii) In order to comply with government agency or court orders, or (iv) If you give us your written permission.

g. Our Liability for Failure to Complete Transfers – Consumer Accounts Only

For consumer Accounts, if we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your Account to make the transfer; (2) If the transfer would go over the credit limit on any overdraft line you have for your Account; (3) If the automated teller machine where you are making the transfer does not have enough cash; (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer; (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and if (6) There may be other exceptions stated in our Agreement with you. For commercial Accounts, if we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable to you as required by applicable law. However, we will not be liable for our failure to do so due to reasons (1) through (6).

h. Documentation of EFTs

You can get a receipt at the time you make any transfer to or from your Account using an ATM or point of sale terminal, if such transaction types are available for your Account. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at (415) 234-3881 to find out whether or not the deposit has been made. You will get a Statement as set forth in this Agreement.

i. Unauthorized Electronic Fund Transfers – Consumer Accounts Only

**If you believe that any Credential (as defined below) you use to access your Account has been lost or stolen, call: (415) 234-3881 or write: Mike DiCarlo 5-5226 Kuhio hwy, P.O. Box 1203, Hanalei HI 96714.**

**Tell us AT ONCE if you believe any Credential you use to access your Account has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). If you tell us within 2 Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission.**

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Credentials, and we can prove we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500, except as otherwise required by applicable law.

Also, if your Statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

#### **ERROR RESOLUTION NOTICE – PROCEDURES FOR NOTIFYING US IN CASE OF ERRORS AND UNAUTHORIZED EFTS**

**In Case of Errors or Questions About Your Electronic Transfers Telephone us at (415) 234-3881: Write to us at 5-5226 Kuhio hwy, P.O. Box 1203, Hanalei HI 96714 or email us at support@wurdy.co as soon as you can, if you think your Statement or receipt is wrong or if you need more information about a transfer listed on the Statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.**

(1) Tell us your name and Account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not investigate the report.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

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

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### j. Unauthorized Electronic Fund Transfers – Commercial Accounts Only

**If you believe that any Credential (as defined below) you use to access your Account has been lost or stolen, call: (415) 234-3881 or write: Mike DiCarlo 5-5226 Kuhio hwy, P.O. Box 1203, Hanalei HI 96714.**

**Tell us AT ONCE if you believe any Credential you use to access your Account has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). Also, if your Statement shows transfers that you did not make, including those made by card, code or other means, tell us at once.**

#### **PROCEDURES FOR NOTIFYING US IN CASE OF ERRORS AND UNAUTHORIZED EFTS**

**In Case of Errors or Questions About Your Electronic Transfers Telephone us at (415) 234-3881: Write to us at 5-5226 Kuhio hwy, P.O. Box 1203, Hanalei HI 96714 or email us at support@wurdy.co as soon as you can, if you think your**

**Statement or receipt is wrong or if you need more information about a transfer listed on the Statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.**

(1) Tell us your name and Account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not investigate the report unless required by law. We will conduct an investigation to determine whether an error or unauthorized transfer occurred. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, the investigation may take longer. We will tell you the results after completing our investigation. If we determine that an error or unauthorized transaction occurred, we will attempt to correct the error. If we do not do so, we will be liable to you for the amount of the error or transaction to the extent required by applicable law or this Agreement.

**k. Our Liability for a Failure to Complete a Transaction; Unauthorized Transactions and Failure to Stop Payment – Commercial Accounts**

We will respond to notices of errors or unauthorized EFTs as set forth in Section 25(j) or otherwise in a commercially reasonable amount of time. We will respond to requests to stop payments in a commercially reasonable manner and time. You agree that in no event will be liable in an amount exceeding the lesser of five thousand U.S. dollars (\$5,000) or the actual amount of your loss, unless the loss is caused by our gross negligence, or unless otherwise required by applicable law. You also agree that we will not be liable for any amount of loss that you may incur if you (i) do not tell us about an error or unauthorized transaction within thirty (30) days after the first Statement showing the error or unauthorized EFT is made available to you; or (ii) you do not provide us with the information necessary to place a stop payment on a transaction in a timely manner. In addition, we are not liable for any losses you may incur (iii) if your funds are not available due to a hold or your funds are subject to legal process; (iv) if we do not complete a transaction because we or Partner has a reasonable to believe the transaction is unauthorized or may violate applicable law or this Agreement; (v) your Account is closed or inactive; or (vi) for any of the reasons listed in Section 25(g)(1)-(6). There are additional limitations on our liability in this Agreement.

**26. Foreign Exchange Rate**

We may permit you to use your Account to make transactions in foreign currency, such as with a debit card, subject to our approval. The exchange rate applied to Account transactions that occur in a different currency will be selected by the Bank. The Bank will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date the Bank processes the transaction. The processing date on which the exchange rate is applied may differ from the date the transaction was initiated.

The exchange rate we use may include a spread, commissions or other costs that we, our affiliates or service providers charge in providing foreign exchange services. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

We may charge a Foreign Exchange Rate Fee. Please see the Fee Schedule for more information.

**27. Security**

It is your responsibility to protect the Account number we provide you for your Account, and all passwords, access devices, and other credentials you can use to access your Account (“Credentials”). You agree to follow all of the security procedures in this Agreement. Do not discuss, compare, or share your Credentials or any other information about your

Account information with anyone. You could lose all of the money in your Account. Keep your Account number, Credentials, and Statements secure at all times. Make sure to also keep your mobile device secure at all times and avoid accessing the Online Services when others can see your screen. Your Account information can be used by thieves to issue an electronic debit or to encode your number on a false demand draft that looks like and functions like an authorized check. If you furnish your Account or Online Services and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized and have had a reasonable time to work with you to modify Account access to prevent access by that person. The Bank and Partner are entitled to rely and act upon instructions received using your Credentials. You are further responsible for ensuring that you sign out of the Online Services when a session is complete to prevent unauthorized persons from accessing your Account. For commercial Accounts, you represent and warrant that the Company Signer and any other person who is provided or otherwise gains access to Credentials is authorized to make transactions on your behalf.

It is your responsibility to notify Partner immediately at support@wurdy.co upon belief that any Credentials have been lost, stolen, or otherwise made available to an unauthorized person, or that someone has viewed, downloaded, or deleted electronic records from the Account without your permission, or if you suspect any fraudulent or unauthorized activity (including errors) on the Account. You agree to comply with all notification requirements described in this Agreement. Your liability for any unauthorized transactions (including errors) will be determined based on the terms described in this Agreement. You agree to promptly repay any amount erroneously credited to the Account. For commercial Accounts, if the employment or authority of any Company Signer or other person with access to your Credentials is suspended or terminates, you agree to notify Partner immediately and destroy all access devices to which such person has access.

## **28. Business Days**

Our Business Days are Monday through Friday, excluding federal holidays, even if we are open (each, a "Business Day").

## **29. Setoff; Security Interest; Adjustments**

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your accounts with us to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. Our security interest will be governed by Uniform Commercial Code Article 9 (as adopted by the applicable state law) whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits), as permitted by law. If you don't want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan. If any federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may set off against any of your Accounts to recover the payments if we're obligated to return funds to the payor.

This right of setoff does not apply to this Account if prohibited by law, including the Military Lending Act and its implementing regulations. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

You authorize the Bank to make adjustments to your Account to correct any errors, debit amounts to which you are not entitled, to correct any disputed amounts, and as necessary for reconciliation purposes. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your Account, you authorize us to deduct the amount of our liability to the federal government from your Account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

### **30. Unclaimed Property**

State escheat and unclaimed property laws require us to close your Account and transfer your money to your last known state of residence, or the state where the Account was opened, if your Account is dormant for a period of time as defined by your state of residence. Your Account can become dormant if there is no transactional activity for a period of time specified by applicable state law or you do not communicate with us regarding your Account during such period. If your Account becomes dormant, you may no longer receive Statements. If your funds are remitted or escheated to the state, they are no longer deposit liabilities of the Bank to you, and you must petition the state to recover your funds.

### **31. Levies, Garnishments, and Other Legal Processes**

If we are served with a subpoena, restraining order, writ of attachment or execution, tax levy, garnishment, search warrant, or other order relating to your Account (termed "legal action" in this section), we will comply with that legal action, and, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. In these cases, we will not have any liability to you if there are insufficient funds to pay any transaction using your Account because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account.

### **32. Resolving Account Disputes**

We may place an administrative hold on the funds in your Account (refuse payment or withdrawal of the funds) if it becomes subject to (1) a claim adverse to: (a) your own interest; or (b) others claiming an interest as survivors or beneficiaries of your Account; or (2) a claim arising by operation of law. The hold may be placed for such a period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any transactions that are dishonored or returned as a consequence of placing a hold on funds in your Account for these reasons.

### **33. Closing Your Account**

You agree to immediately notify Partner if you want to close your Account. You may request to close the Account through the Online Services or by sending an email to support@wurdy.co. You must remove all funds from your Account before you request to close it.

We may close this Account at any time upon reasonable notice to you and tender the Account balance by mail or transfer to an eligible Linked Account. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the Account closure becomes effective. If we suspect fraudulent activity with respect to your Account, we might immediately freeze or close your Account and then give you notice.

We may place limits on your Account before it is closed in order to prepare it for closing. Items presented for payment after the Account is closed or after your request to close the Account may be dishonored. When you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding items to be paid from the Account. We may refuse to close your Account if your balance or available balance is negative, if you have any pending transactions on your Accounts, you owe us any amounts under this Agreement or any other agreement we have with you, or if we reasonably believe that closing your Account would cause risk to you or the Bank. After the Account is closed, we have no obligation to accept deposits or pay outstanding items but may do so at our discretion, and we may reopen your Account in order to do so. You agree to hold us harmless for honoring or refusing to honor any check, paper draft, or other item on a closed Account. Bank may close your Account if you revoke your consent to receive electronic communications from us or Partner, to the extent permitted by law.



### **34. Account Transfer and Assignment**

This Account and your obligations under this Agreement may not be transferred or assigned without our prior written consent. We may transfer our rights under this Agreement and may transfer your Account to a successor financial institution.

For commercial Accounts, an "assignment" includes any Change of Control of your business, including any merger, sale of more than 50% of the assets, or the acquisition by any party of more than 25% of the equity or any class of voting or non-voting securities. You must have a Company Signer authorized to use the Account and make transactions on your behalf at all times. You may change the Company Signer with our prior written consent and subject to our approval.

### **35. Acknowledgement**

You acknowledge the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite security procedures established by the Bank and/or Partner such as firewalls, passwords, and data encryption. You also understand that access to the Online Services will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium, and further agree the Bank and/or Partner are not responsible for any such delays, malfunctions, or inconveniences. You acknowledge that you are responsible for maintaining all equipment required for your access to and use of the Account. You authorize the Bank, Partner, or any third party acting on behalf of the Bank or Partner, to serve as an agent in processing transaction instructions received from you via the internet, and to post such transactions to the Account. You will be solely responsible for the timeliness, accuracy and adequacy of the data entered as well as the completeness of any instruction entered.

### **36. Disclaimer of Warranties**

To the fullest extent permitted by law, the Bank and Partner do not make any warranties of any kind related to the Online Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. Furthermore, the Bank and Partner do not warrant that the Online Services will be uninterrupted or error free, that defects will be corrected, or that the Online Services are free of viruses or other harmful components. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ONLINE SERVICES AND THE ACCOUNT IS AT YOUR SOLE RISK, AND THAT THE ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### **37. Data and Information Supplied by You**

You have the sole responsibility of ensuring the accuracy and correctness of the data you supply. You acknowledge and agree that we will not examine the data for correctness and that we will not have any responsibility for detecting errors in the data transmitted by you. The data you transmit must be correct and complete. We will not be liable to you for processing or the failure to process incorrect or incomplete data. You agree that you are solely liable for, and we will not have any liability whatsoever for, any data or other information that is not received by us or for any data or other information that is intercepted or altered by an unauthorized third party, to the fullest extent permitted by law. You agree that we have no obligation to accept any data or other information and, therefore, may reject any data or other information that you transmit or deliver in connection with this Agreement.

### **38. Limitations of the Bank's Liability and Obligations to You**

You agree that we, Partner, and our respective service providers, agents, officers, directors, and employees (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the "Indemnified Parties") will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party doesn't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED

ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Account. For commercial Accounts, in no event shall the aggregate liability of the Indemnified Parties exceed the amount of fees paid by you during the preceding six (6) months. This Limitation of Liability section will survive termination of your Account.

In the performance of the services required by this Agreement, the Bank and Partner are each entitled to rely solely on the information, representations and warranties you provide pursuant to this Agreement. Except as otherwise specifically provided by law, the Bank is only responsible for performing the services expressly provided for in this Agreement and is liable only in the event of loss due to its gross negligence or willful misconduct in performing those services, except as otherwise expressly set forth by this Agreement or required by applicable law. The Bank is not liable for any damages you may incur due to a delay in Partner providing the Bank with any notices or information Partner receives from you. Bank and Partner will have no liability and will be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, act of terror, emergency conditions, or other conditions (such as fire or flood) beyond the Bank's control. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Account-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs, except to the extent that applicable law requires a longer timeframe. You agree to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Account.

### **39. Indemnity and Release**

To the fullest extent permitted by law, you agree to release, indemnify and hold the Bank, Partner, and our respective officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement and applicable law; (3) any action or omission by you in violation of this Agreement or applicable law; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you. These indemnities will apply, without limitation, to any losses arising from the dishonor of any check or other debit item. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **40. Death or Incompetence**

You agree to notify us promptly through your representative if you die or are adjudicated (determined by the appropriate official) incompetent (together, "Incapacitation"). We may continue to honor instructions until: (a) we know of your Incapacitation, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may continue to accept deposits and process transactions to your Account until we receive notice and any required proof of Incapacitation and may pay transactions initiated on or before the date of Incapacitation for up to 10 days after your Incapacitation unless ordered to stop payment by someone claiming an interest in the Account. If we receive notification or if we have reason to believe that you have become Incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identity of your successor. Your estate will be responsible for repaying us for any tax liability resulting from payment of your Account balance to your estate. You agree to hold us harmless for any actions we take based on our belief that you have become Incapacitated, or any notices of death or incapacitation that we receive. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice. If you owe us a debt at the time of your Incapacitation, we are authorized to exercise our right of setoff or security interest rights against the funds credited to your Account after your Incapacitation.

### **41. Notices**

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided, if any. If no delivery instruction is provided, notice must be given by emailing Partner at support@wurthy.co. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file or emailed to you at the email address we have on file for you.

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by Federal Regulation CC or other law.

#### **42. Periodic Statements**

We will make available a periodic statement for your Account monthly (“Statement”). We will make your Statement available through email or the Online Services, or by mail if a paperless Statement is not made available. We have made the Statement available to you on the day we notify you that the paperless Statement is available or we mail your paper Statement. You may also view your recent transaction history at any time through the Online Services. You agree to notify us promptly if you do not receive your Statement by the date that you normally would expect to receive it. You agree that the Statements have been delivered or made available to you in a reasonable manner. If we send any Statements after you have filed for bankruptcy, you acknowledge that such Statements are for informational purposes only and are not an attempt to collect a debt.

#### **43. Consumer Reports**

We may report information about you or your Account to a consumer reporting agency. If you believe that we have reported inaccurate or incomplete information about your Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to us at support@wurthy.co.

#### **44. No Waiver**

If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

#### **45. Governing Law**

Your Account is governed by federal law and the laws of the State of Maine. We enter into this Agreement with you in Maine. Except as otherwise provided in the Arbitration Agreement, this Agreement and your Account are subject to applicable federal laws and laws of the State of Maine, without regard to internal principles of conflicts of law. Except as otherwise provided in the Arbitration Agreement, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Transactions in your Account are also subject to the Nacha Rules, other applicable clearinghouse and Federal Reserve rules and regulations. Changes in these laws may change the terms and conditions of your Account. We will notify you of any changes as required by law.

#### **ARBITRATION AGREEMENT**

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

**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 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?	<b>Consumer Accounts: Yes, within 60 days.</b>  <b>Commercial Accounts: No</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 Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Account number. State that you “opt out” of the Arbitration Agreement. Commercial accountholders may not opt out of this 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) your and our respective parents, subsidiaries, and affiliates; (2) your and 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 Account or this Agreement. It includes claims related to the validity in general of this 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.

<p><b>Who handles the arbitration?</b></p>	<p><b>An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.</b></p>	<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, 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.</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>
<p><b>Can Disputes be litigated?</b></p>	<p><b>Sometimes.</b></p>	<p>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.</p>
<p><b>Are you giving up any rights?</b></p>	<p><b>Yes, both you and we are giving up rights.</b></p>	<p>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 customers; 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.</p>
<p><b>Can you or another customer start a class arbitration?</b></p>	<p><b>No.</b></p>	<p>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.</p>
<p><b>What law applies to this Arbitration Agreement?</b></p>	<p><b>The Federal Arbitration Act (“FAA”).</b></p>	<p>This Agreement and the Account involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Arbitrator must apply substantive law consistent with the FAA.</p>

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 Agreement; or (2) we transfer or assign our rights under this 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 Account 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 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 Agreement. We may close your Account if you reject any future change.

**c. Arbitration Fees and Awards.**

Question	Answer	Further Detail
Who bears arbitration fees?	Usually, we do.	For consumer Accounts, 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. For commercial Accounts, you will pay all filing, administrative, hearing, and Arbitrator fees, unless the Arbitrator otherwise requires.
When will we cover your legal fees and costs?	<b>Consumer Accounts: If you win.</b> <b>Commercial Accounts: If required by Arbitrator</b>	For consumer Accounts, 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. For commercial Accounts, you will pay all such unless amounts, and to the extent that, the Arbitrator requires us to pay.
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.





## FUNDS AVAILABILITY POLICY

This policy statement applies to all deposit accounts.

**Your Ability to Withdraw Funds** – Your ability to withdraw funds that you have deposited to your Bangor Savings Bank account will be determined by this policy. This policy may be amended upon notice to you as required by law. This policy governs deposits into all deposit accounts at Bangor Savings Bank.

Our policy is to delay the availability of funds that you deposit in your account except for those that require same day availability – see below. During the delay, you may not withdraw the funds in cash, you may not be able to use your Bangor Debit Mastercard® for purchases, and we may not use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

**Certain deposit and withdrawal features described in this Funds Availability Policy may not be available on all accounts.**

**Business Days** – Our business days are Monday through Friday. Holidays are not included.

**Determining the Availability of a Deposit** – The length of the delay is counted in business days from the day of your deposit. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a business day we are not open for reasons outside of our control, such as an interruption or communications or computer or other equipment facilities; a suspension of payments by another bank; a war; or an emergency condition beyond the control of the bank we will consider that the deposit was made on the next business day we are open.

The length of the delay in availability varies depending on the type of deposit as explained below.

**Electronic payments** are available one business day after the bank receives (1) payment in actually and finally collected funds; and (2) information on the account and amount to be credited. **\*\*NOTE:** In an ACH debit transfer, the originator orders another account to be debited and the originator's account to be credited. ACH debit transfers are not electronic payments under Regulation CC; therefore, they are not subject to this Funds Availability Policy, and availability may be delayed for a reasonable time.

**Same-Day Availability** – Funds from the following deposits are available for the payment of checks, Bangor Debit Mastercard® purchases and for cash withdrawal on the same business day we receive the deposit:

- Electronic direct deposit payments, such as Social Security benefits and automatic payroll deposits.
- Funds from wire transfers.

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

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

- Federal Reserve Bank Checks, Federal Home Loan Bank Checks, and Postal Money Orders, if these items are payable to you.
- State and Local government checks, if these items are payable to you.
- Cashier's, certified, treasurer's and teller's checks that are payable to you.

Our policy is to make funds from checks available as follows:

Generally, funds from the deposit of checks drawn off of financial institutions in the United States and Canada will be available for the withdrawal of cash, Bangor Debit Mastercard® purchases, and the payment of checks on the first business day after deposit. Funds from the deposit of checks drawn off Foreign Banks (other than Canadian Banks) are accepted for collection with availability based on final payment from the paying Bank.

**Other Rules:**

**\*Longer Delays May Apply** – In some cases, we may delay your ability to withdraw funds beyond the first business day after deposit. However, the first \$225 of your deposit will be available on the first business day after deposit.

If for any reason there will be an extended time period when funds deposited will not be available for withdrawal of cash, Bangor Debit Mastercard® purchases or the payment of checks, we will provide notice to you. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Exception Delay:**

Funds you deposit by check may be delayed for a longer period of time under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,525 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency condition beyond the control of the Bank, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They generally will be available no later than the seventh business day after deposit.

**Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your account is open:

- Funds from electronic direct deposits to your account will be available on the day requested by the sender.
- Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, treasurer's, teller's, traveler's, and federal, state and local government checks will be available on the first business day after deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after deposit.

Funds from all other check deposits will be available on the ninth business day after deposit.

**Hold on Other Funds:**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.



## Privacy Notice

### FACTS WHAT DOES BANGOR SAVINGS BANK DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bangor Savings Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bangor Savings Bank share?	Can you limit this sharing?
For our <b>everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our <b>marketing purposes</b> – to offer our products and services to you	Yes	Yes
For <b>joint marketing with other financial companies</b>	Yes	No
For our <b>affiliates' everyday business purposes</b> – information about your transactions and experiences	No	Not Applicable
For our <b>affiliates' everyday business purposes</b> – information about your creditworthiness	No	Not Applicable
For <b>nonaffiliates to market you</b>	No	We don't share

#### To limit our sharing

- Call 1.877.226.4671

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

#### Questions?

Call 1.877.226.4671

## Who we are

Who is providing this notice?	Bangor Savings Bank
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## What we do

How does Bangor Savings Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  Internal access to customer information is restricted to employees that require access to provide service to our customers. Customer information is protected through physical, logical, and procedural safeguards.
How does Bangor Savings Bank collect my personal information?	We collect your personal information, for example when <a href="#">you</a> <ul style="list-style-type: none"><li>• open an account or deposit <a href="#">money</a></li><li>• make a wire transfer or apply for a <a href="#">loan</a></li><li>• use your credit or debit <a href="#">card</a></li></ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit <a href="#">only</a> <ul style="list-style-type: none"><li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>• affiliates from using your information to market to <a href="#">you</a></li><li>• sharing for non-affiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an <a href="#">account</a> I hold jointly with someone else?	Your choices will apply to everyone on your account.

## Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• Our affiliates include Bangor Bancorp, MHC, our parent company, and Bangor Wealth Management of New Hampshire LLC, a <a href="#">wholly-owned</a> subsidiary of Bangor Savings Bank.</li></ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• Bangor Savings Bank does not share with non-affiliates so they can market to you.</li></ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• Bangor Savings Bank does not jointly market.</li></ul>

## Other Important Information

**California Residents Only:** Under California law, we will not share information we collect about you with companies outside of Bangor Savings Bank, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

**Nevada Residents Only:** Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov); Bangor Savings Bank, 24 Hamlin Way, Bangor, ME 04401.

**For Vermont Residents Only:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at [www.bangor.com](http://www.bangor.com) or call Bangor Support at 1-877-226-4671.