



**You matter more.**

# **Your DEPOSIT ACCOUNT**

Customer Identification Policy (CIP)  
Terms and Conditions  
No Return Benefit  
Safe Computing Practices  
Identity Theft  
Protecting Yourself at ATMs  
Bank Administration of Checking and NOW Accounts  
Substitute Checks (Check 21 Act)  
Electronic Funds Transfers Funds Availability  
ATM/Debit Cards  
MasterCard Business Debit Cards  
Stop Payments  
Explanation of Liability  
Disclosure of Account Information to Third Parties  
Consumer Error Resolution  
Funds Availability  
FDIC Limits  
Privacy Notice

## CONTENTS

Customer Identification Policy (CIP).....	Page	3
Terms and Conditions .....	Page	3
No Return Benefit .....	Page	7
Security / Safe Computing Practices .....	Page	10
Identity Theft .....	Page	10
Protecting Yourself at ATMs .....	Page	11
Banking Administration of Checking and NOW Accounts .....	Page	11
Substitute Checks (Check 21 Act) .....	Page	11
Electronic Funds Transfers .....	Page	12
ATM/Debit Cards .....	Page	13
ATM and Everyday Debit Card Transactions .....	Page	13
Business ACH Credit Entries .....	Page	14
MasterCard Business Debit Cards .....	Page	14
Stop Payment Procedures .....	Page	15
Explanation of Liability .....	Page	15
Disclosure of Account Information to Third Parties .....	Page	16
Consumer Error Resolution .....	Page	16
Funds Availability .....	Page	17
FDIC Limits .....	Page	18
Privacy Notice .....	Attachment	

Dear Depositor:

This brochure contains the rules that govern, where appropriate, your deposit account with us and it replaces and supersedes any previous deposit agreement that you may have had with us. Unless it would be inconsistent to do so, words and phrases used in this brochure should be construed so that the singular includes the plural and the plural includes the singular. You will find applicable interest rates, methods, qualifying balances and charges on your product description. Please read this brochure carefully; continued use of your account with us after receipt of this brochure means you agree to these rules, you agree to pay the fees listed in the accompanying Common Fee brochure, and you give us the right to collect the fees, as earned, directly from the account balance. If you have any questions, please call us.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this brochure is to:

- (1) summarize the rules applicable to the more common transactions;
- (2) establish rules to govern transactions or circumstances which the law does not regulate; and
- (3) establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing either on our signature form for the account or in some other written form.

As used in this brochure, the word "we" means the financial institution and the word "you" means the account holders (all owners and signers on the account).

From time to time we may amend any item of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our buildings.

## **BANGOR SAVINGS BANK FINANCIAL GROUP CUSTOMER IDENTIFICATION POLICY (CIP)**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or is added to an existing one.

What this means to you: When you open an account, have your name added to an existing one or are an authorized signer on a business account, we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see one or more identifying documents.

As either an owner on a new account, an additional owner on an existing account, or as an authorized signer on behalf of a business account, you acknowledge reviewing the above Customer Identification Policy notification and certify that all information provided is valid and the identification documents presented represents your true identity. You also understand that Bangor Savings Bank may obtain information regarding your identity, credit history, and other banking history from a consumer reporting agency. You further understand if information in the credit report results in a decision to either disallow your signing authority on the account or disallow opening the account, Bangor Savings Bank will communicate this fact to owners and/or authorized signers on the (proposed) account. You further authorize Bangor Savings Bank to obtain such information at any time from one or more reporting agencies that it may choose as long as you are an authorized signer on the account.

## **TERMS AND CONDITIONS OF YOUR DEPOSIT ACCOUNT**

**LIABILITY** – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**DEPOSITS** – Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on the date of deposit in U.S. dollars). We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cutoff time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

We have the right, but are not obligated, to endorse any non-cash items submitted for deposit into your account and deposit them into your account and the right to not accept items that contain multiple, missing or improper endorsements. We also have the right to limit, refuse, hold, or return any deposit. You agree to reimburse us for any losses we incur because you fail to endorse an item exactly as drawn, you deposit an item

with a missing endorsement, or resulting from or arising out of any return of any deposited item for any reason whatsoever.

**CHARGEBACKS** – All deposited items (including those drawn on another account at the Bank) are credited subject to final payment and our receipts of proceeds. Until we receive final payment on your deposited items any credit that we provide to you is provisional credit for the item. Without prior notice to you, we may charge back any item at any time before final payment, whether returned or not and we may also charge back any item drawn on us if the items cannot be honored against the drawer's account. If you have insufficient funds in your account to cover a returned item, we may overdraw your account in accordance with this Agreement.

If any check or other item deposited in your account is returned to us by the bank on which it was drawn through the Federal Reserve, a clearinghouse or other normal check return channels, we may accept that return and charge the check or other item back against your account without regard to whether the bank on which the check was drawn returned the check before its midnight deadline. Furthermore, if after a check or other item deposited into your account is finally paid, it is returned to us by the bank on which it is drawn because someone has made a claim that the check or other item was altered, forged, unauthorized, or should not have been paid for some other reason, we may debit your account for the amount of the item. If you have insufficient available funds in your account to cover a returned item, we may overdraw your account in accordance with this Agreement in an amount equal to such check or other item. You agree to reimburse us for any cost or expense we incur in connection with such claim (including, without limitation, attorney's reasonable fees and court costs) and agree that we may impose fees against your account for processing any such claim as may be reflected in our Fee Schedule, as may be amended from time to time.

**RETURNED ITEMS** – 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.

**TRANSACTION PROCESSING ORDER** – 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 Bangor Savings Bank account. We then pay checks deposited or processed at other banks, in the order of lowest to highest check number (consecutive). ACH transactions are then paid in the order of lowest amount to highest amount, followed by any fees assessed to your account. Also, please be aware that the payment of items may create multiple overdrafts during a single banking day for which you will be charged our standard NSF fee as noted in our common fee schedule for each overdraft whether paid or returned, up to a limit of 6 per day.

**WITHDRAWALS** – Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature form, including authorized signers (business accounts only), may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each person signing this form to endorse any item payable to you or your order for deposit to this account or any other transaction with us. The bank may charge a check against the account even though payment was made before the date of the check, unless the customer has given notice to the bank of the post dating describing the check with reasonable certainty. The notice must be received at such time and in such manner as to afford the bank a reasonable opportunity to act on it before the bank takes any action with respect to the check. The bank is under no obligation to pay a check, other than a certified check, which is presented more than six months after its date, but may charge the account for a payment made thereafter in good faith.

The fact that we may honor withdrawal requests that overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close the account. If we choose to pay the check or debit, you agree to repay the overdraft immediately, and you agree that the overdraft and any NSF fee may be repaid out of subsequent deposit to your account or set off against such deposit to your account or any other account with us, including without limitation deposits of Social Security income or other government benefits.

We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply to the frequency limitations. On interest bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty.

We offer a variety of check styles and other withdrawal forms for your use. We recommend that you use checks and other forms that we offer. Unless we have approved them in advance, we may refuse to accept check or other forms that you create or someone else provides to you. If you use check or other forms that do not meet our specifications at any time, you are responsible for, and agree to indemnify and hold us harmless from, the result (such as if our equipment is unable to read or process the non-standard checks). You may obtain a copy of our check

printing specifications by calling us toll free at 1.877.Bangor1 (226.4671). The specifications include the magnetically encoded numbers, the size of the check and the weight, color and type of paper. If you create or obtain check or other forms from someone else and we cannot process some or all of them through our automated check processing systems, we reserve the right to charge you per-item fees on those checks or other items.

**Passbook Accounts – The passbook must be presented for withdrawal transactions.**

**Early Withdrawal Penalties** – We may impose a penalty if you withdraw any of the principal before the maturity date.

There are certain circumstances, such as the death or legal incompetence of an owner, where we may waive this penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

For any time deposit that earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

**CHECK LEGENDS AND RESTRICTIVE LANGUAGE ON CHECKS** – We may disregard restrictive language placed on any check or item. For clarity, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Void Over \$500," "two signatures required," or other statements. In accordance with reasonable commercial standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable commercial standards by processing checks and other items through automated processing systems.

**STALE-DATE AND POST-DATED CHECKS** – If a check dated more than six months in past (that is, a "stale-dated check") is presented for payment against your account; we may pay the check and charge it to your account. If a check dated in the future (that is, a "post-dated" check) is presented for payment, we may pay the check and charge it to your account even if it is presented for payment before its date. If you do not want us to pay a stale-dated or post-dated check, you must place a stop payment order on it.

**THIRD PARTY CHECK CASHING** – From time to time, a person who is not our customer may attempt to cash a check that you have drawn on your account. Cashing an item for a non-customer exposes us to certain risks that are not present if the item is deposited at another financial institution and presented to us by that financial institution through the ordinary course of the check collection system. As a result, you also agree that we may impose various additional identification, security and other requirements on a non-customer seeking to cash such checks at one of our branches. These requirements may include, without limitation, submitting one or more forms of identification. You agree that we will not be liable for wrongful dishonor for refusing to cash the item if payee refuses to comply with such reasonable security measures.

**CERTIFYING YOUR TAXPAYER IDENTIFICATION NUMBER** – When you open an account with us, we will request that you provide us with a certification of your correct taxpayer identification number ("TIN"). These certifications must be given under penalty of perjury. If you do not provide us with such a certification, we are required by Applicable Law to withhold a specified percentage of taxable interest, dividend and certain other payments we make to you. This is commonly referred to as "backup withholding". You must provide us with your TIN number even if you don't have to file a tax return and you must also certify that you are not subject to backup withholding. We are not required to open (and may close) an account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividend, interest and other payments we make to you to the Internal Revenue Service ("IRS"). We include your TIN in those reports.

Non-resident aliens who are not subject to information reporting must certify to us that they are exempt from withholding status by completing a Certification of Foreign Status of Beneficial Owner (W-8BEN). Each non-resident alien joint owner of a joint account will be required to submit the appropriate W-8BEN Certification Form. We reserve the right to open an account only in the name of non-resident alien owner(s) who have signed and submitted W-8BEN Certification Forms at the time the account is opened and to expand the title or signature form to include the names of additional non-resident alien owners at the time we receive a signed and dated W-8BEN Certification Form from such non-resident alien owner(s).

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED** - If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

**OWNERSHIP OF ACCOUNT BENEFICIARY DESIGNATION** – Signature Card/Form Designation: The form of ownership for your account is designated on the signature card/form you sign when you open the account. We may rely on those designations for all purposes relating to your account.

1. **Individual Accounts** – By opening an individual account, you are considered by us to be the sole owner of the account. This is regardless of whether any person is designated as a "payable on death" (POD) payee or "in trust for" (ITF) payee as defined in this Agreement. You may designate another person to write checks on the account by granting them a limited power of attorney on a form acceptable to us, without granting them any ownership interest in your account. Otherwise, you will be the only person authorized to use the account.

2. **Joint Accounts** – If your account is in two or more names (without a fiduciary, beneficiary or other designation), it is a joint account and we will presume it is a joint account with right of survivorship, and not as tenants in common, subject to Applicable Law. Each joint owner appoints the other as his or her agent to deposit funds, withdraw and transfer funds, instruct us to stop payment on any item drawn on the account, add additional joint owners to the account, obtain any and all information about the account, and conduct any and all other business on the joint account including, but not limited to, pledging or encumbering (where we may allow the account to be pledged or encumbered) or closing the account. Any joint owner or owners may appoint an attorney-in-fact for the account, but we reserve the right to require the consent of all joint owners. Acting as an agent, any joint owner can endorse checks, or other payment orders made out to any other joint owner for deposit into the joint account. You agree that any money in a joint account may be paid to any one owner or any of the joint owners, whether or not we have notice that the other owner or owners are deceased at the time of payment.

One joint owner is not authorized to remove another joint owner from the title of the account without the other joint owner's written consent, but may, however, withdraw all of the funds from the account or close the account. While you may request that the names on your account be connected with the word "and", you agree that we may treat the account like any other joint account, and that we may rely on the instructions and/or signature of any one owner or authorized signer, and the rules in this Agreement will apply. Upon the death of a joint owner, the account balance is owned by the surviving owner(s), subject to our right to reimbursement from the account and our right of setoff and security interest in the account, and the estate of the deceased joint owner has no interest in the account. If more than one joint owner survives, they will own the account as joint tenants, with right of survivorship and not as tenants in common.

3. **Payable on Death (POD) and "In Trust For" Accounts** – Subject to Applicable Law, you may, without a written trust document, designate an account to be payable on your death to a designated beneficiary or beneficiaries. Such accounts are generally known as "payable on death" (or "POD") or "in trust for" (or "ITF") accounts. POD and ITF accounts are governed by Applicable Law. You are solely responsible for meeting the terms of Applicable Law in establishing such accounts, including without limitation any titling requirements. We make no representations as to whether the use of a POD or ITF designation is appropriate for the person(s) establishing such an account. You should only make any such designation after consulting with an attorney or other qualified estate planning professional. POD and ITF accounts belong to you during your lifetime and, until your death, the beneficiary(ies) has no interest in the account and may not access the account. Upon your death, or if there is more than one joint owner, upon the death of the last surviving co-owner, all the funds in the account shall be owned in equal shares to the person(s) then living who are named as beneficiary(ies). At our option, we may pay the funds in the account in equal shares to each living beneficiary(ies) or pay the funds by issuing a check in the name of all living beneficiaries and giving the check to any one beneficiary, subject to our right of setoff and security interest. The money in the account will not be inherited by your heirs or controlled by your will. We have no obligation to notify any beneficiary of the existence of any account or the vesting of any interest in any account.
4. **Transfers to Minors** – You may make a gift of money to a minor under Applicable Law by opening an account in the name of the minor with you listed as Custodian. Only you are authorized to act on the account. As Custodian, you will abide by Applicable Law by notifying us in writing immediately at the time the minor reaches the age of majority or upon the death of the minor. After notifying us of either of these events, your authority over these accounts continues only to the extent allowed by Applicable Law. Before we receive such notice and have a reasonable opportunity to act on it, we may honor any checks or drafts written on the account without incurring any liability to the minor or to any third party. You will be liable to us for any Losses we incur because of your failure to give us prompt written notice or otherwise abide by Applicable Law.
5. **Power of Attorney Accounts** – To the extent permissible by Applicable Law, we may reject a power of attorney from you that is not the original, if allocable, the statutory form. If a power of attorney is accepted by us, any action by us in reliance on your attorney-in-fact will be binding on you if we take action before we receive (1) a signed written revocation of the power of attorney (2) a certified copy of your death certificate; or (3) a certified copy of a court order declaring you incapacitated or appointing a guardian for your person or property. You authorize and direct us to receive, accept, pay and/or apply, without any duty or inquiry, without limit as to amount, and without regard to the application of the proceeds, any check or other instrument for the payment of money drawn by your attorney-in-fact on or payable from your accounts including, but not limited to, those endorsed to the order of your attorney-in-fact or otherwise for your personal credit of your attorney-in-fact. We are not liable for the misapplication of funds from your account by the attorney-in-fact.
6. **Agency and Fiduciary Accounts** – If an individual is acting as an agent, guardian, personal representative, trustee, custodian, representative payee, or in some other fiduciary capacity (collectively "Agent") on your account, then this must be so designated on the signature card/form. Otherwise, it will be assumed that the account is owned in an individual capacity. We are authorized to follow the directions of the Agent regarding the account until we receive written notice that the agency has been terminated and we have a reasonable time to act upon the notice. We are not liable for the misapplication of funds from your account by the Agent. Unless we have been provided with a complete copy of the agreement, court order or other document under which the account is opened, we are authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

**RELIANCE ON YOUR SIGNATURE FORM/CARD** – If for some reason you have not signed a signature form or we do not have your signature form, we will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instruction is authorized. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, if any, specified on your account records, except as they determine to whom we pay account funds.

**STOP PAYMENTS** – You may ask us to stop payment on checks drawn on your account that we have not paid. A stop payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the

number, date and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item, and, by any other person, even though such person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A stop payment order will expire after six (6) months and, and if provided verbally, we request that you sign a Stop Payment form and return it to us in a timely manner. Upon expiration, the stop payment order may be renewed in writing. We will charge a stop payment fee for each stop payment order you give us. A release of the stop payment request may be made by any person who is authorized to draw checks against the account. If the information you give us is not correct or if you do not give us other reasonable information requested about the check, if you have issued more than one check with the same serial number, you generate your own checks and they do not have MICR encoding, we will not be responsible if we are not able to affect the stop payment.

**Stop Payments on Official Checks** - You are not permitted to place stop payment orders on treasurer's checks, official checks, or money orders. If you lose a treasurer's check, official check, or money order, or if such an item has been stolen or destroyed, we may require you to provide a declaration of loss and affidavit before we re-issue the item. We may require that you wait ninety (90) days before honoring your claim and will not be liable to you if such an item is cashed prior to the ninety (90) days.

**ABANDONED AND DORMANT ACCOUNTS** – If you fail to notify us in writing of any changes to your current mailing address or you fail to utilize your account, your account and deposits may be presumed dormant or even abandoned after a certain period of time as determined by Applicable Law. Dormant accounts may be subject to an inactive account fee and standard service fees may also be imposed on accounts presumed to be abandoned. Accounts that are presumed to be abandoned will be escheated to the state in accordance with Applicable Law.

**TELEPHONE TRANSFERS** – A transfer of funds from this account to another account with us, by telephone, if otherwise permitted or arranged for, may be made by the same persons under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a Statement Savings, Money Market Statement or Market Rate Statement account to another account to a maximum of six per month (less the number of certain "preauthorized transfers" during the month). Other account transfer restrictions are shown elsewhere in this brochure.

**AUTOMATIC FUNDS TRANSFER (AFT)** – An automatic funds transfer agreement may be established to automatically transfer money from one account to another account or to repay a loan (all accounts must be at Bangor Savings Bank for this type of transfer). By establishing this agreement, you agree to maintain a sufficient balance in the account from which the transfer is made. If there are not sufficient funds in the account from which the funds are being transferred, the account may become overdrawn and you will be responsible for any and all fees associated with that transaction, including, but not limited to those related to any No Return Benefit advances. Transfers to make loan payments can only be made on the date specified in the loan contract. If the transfer date is on a non-business day, the transfer will be completed on the prior business day. The transfers will occur periodically and for the same amount each time. Termination of the agreement must be made in writing and will be effective no later than five (5) business days after receipt of the notice by the Bank. We may terminate this agreement by sending you a written notice. Federal regulations places limits on the number of automated transfers you make from savings, Money Market or Market Rate accounts.

**ACCOUNT CLOSURE** – You or we may close your account at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings or interest-bearing checking account by withdrawing your funds. You or we may close your time deposit account at maturity without advance notice. If your account reaches a zero balance, we may consider your account closed. This Agreement continues to govern matters related to your account even after your account closes. If we close your account, we may mail a check to you at the address we currently show for your statement. We may either return deposits, checks or other items that we receive after your account is closed or in the case of deposits reopen the account and accept the deposit, without our being liable to you.

**OVERDRAFT SERVICES** – Bangor Savings Bank recognizes that our customers lead busy lives and may occasionally experience cash flow shortfalls. Your financial well-being is important to us. In the event your checking account balance temporarily drops below zero, overdraft fees on items paid or returned will not exceed six (6) fees per day, regardless of the number of items paid or returned. Please note the following personal money management resources and tools are available:

- Maine Office of the Treasurer: TeachME Financial Literacy @ <http://www.maine.gov/treasurer/teachmefinlit/index.html>
- FDIC: Financial Education & Literacy @ <http://www.fdic.gov/consumers/education/>
- Bangor Savings Bank text and email alerts: As a Bangor Savings Bank customer, you have the ability to create text messages and email alerts through your Bangor Online account. You can easily and quickly set a minimum balance notification and we will send you a text and/or email when your account balance reaches or falls below that limit.
- Additional overdraft protection: Bangor Savings Bank offers alternative overdraft protection through our Standby Money Line of Credit, and our Savings-Link Overdraft Protection.

**NO RETURN BENEFIT CUSTOMER OVERDRAFT POLICY** – An overdraft or insufficient balance could result in several ways, such as

1. the payment of checks, electronic funds transfers or other withdrawal requests;
2. payments authorized by you;
3. the return of unpaid items deposited by you;
4. the imposition of bank service charges; or
5. the deposit of items which, according to the bank's Funds Availability policy, are treated as not yet available or finally paid.

We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your checking account in good standing (defined as making regular deposits and bringing your account to a positive balance at least once every 30 days) and there are no legal orders outstanding we may approve your reasonable overdrafts as a non-contractual courtesy. Keep track of your account balance and your transactions to avoid this result. You may opt out of this privilege at any time, but you are responsible for any

overdrawn balances at the time of opting out. Normally we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, you should note that the amount of the overdraft plus the bank's standard NSF fee (per item) would be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. You will be notified by mail of any NSF items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our standard NSF/overdraft fee that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and agent, shall be jointly and severally liable for such overdraft plus our standard NSF fee as disclosed in our Common Fee Schedule.

No Return Benefit should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. In the event you would like to opt out and have this service removed from your account, you may do so by calling 1.877.Bangor1 (1.877.226.4671). Bangor Savings Bank offers additional products that may provide more cost-effective options for overdraft protection, including Standby Money Line of Credit (subject to credit qualifications) and Savings-Link Account Overdraft Protection. If you obtain either of these overdraft protection options, any available funds in the line of credit or the savings account tied to your checking account are accessed before the No Return Benefit service is activated.

You should note that your No Return Benefit limit is not reflected in your balance provided by a teller, Bangor Online, 24-Hour Phonebanking or at the ATM.

**Limitations of No Return Benefit:** No Return Benefit is a non-contractual courtesy that is available to select individually/jointly owned accounts in good standing for personal or business use. Bangor Savings Bank reserves the right to limit participation to one account per household or business and to discontinue this service without prior notice.

If an individual overdraws and requires assistance with repaying the No Return Benefit amount on a personal account, he or she should contact their local branch and inquire about the Fresh Start program prior to day 60 of being overdrawn. Participation in the optional Fresh Start repayment program allows for the checking account to remain open, but results in the No Return Benefit limit being permanently suspended and not available on current or future checking accounts. The Fresh Start program is not available for repayment of No Return Benefit overdrafts on non-personal accounts.

**Under our standard overdraft practice, you will be charged the following by Bangor Savings Bank if you overdraw your account:**

- A fee will be charged for each overdraft item, as disclosed in our Common Fee brochure
- We limit, to six, the number of overdrawn items we charge you for in a single day, though we may choose to pay additional items
- We do not charge a fee if the overdrawn amount is \$5.00 or less

**Eligibility Restrictions:** No Return Benefit is not available to "representative" account registrations. Some examples of "representative" registrations are: estate accounts; representative or federal payee accounts; "in-trust-for" accounts; Parent and Next Friend accounts; Maine Uniform Transfers to Minors accounts (UTMA); and conservator accounts. Please note that this list is not all-inclusive.

**No Return Benefit Service and ATM and Everyday Debit Transactions** – For accounts that qualify for No Return Benefit service, our standard overdraft practice, we may authorize and pay overdrafts for the following types of transactions:

- Checks and other debit transactions
- Automatic bill payments
- ATM withdrawals

**We will not authorize and pay overdrafts for the following transactions unless you specifically opt-in to have these transaction types covered by your NRB service.**

- Everyday debit card transactions
- ATM withdrawals

**If you have not opted-in and want Bangor Savings Bank to authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch. We pay overdrafts at our discretion, which means that **we do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

**If you would like to opt-out of having Bangor Savings Bank authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**We also offer other overdraft protection plans.** These include our StandBy Line of Credit and our Savings-Link Overdraft Protection. These may be less expensive than our standard overdraft practices. To learn more, contact the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**SAVINGS-LINK OVERDRAFT PROTECTION TRANSFERS** – A Transfer Authorization for Savings-Link Overdraft Protection agreement may be established to automatically transfer funds from a statement savings, money market or market rate account to a checking or NOW account to cover overdrafts. All accounts must be at Bangor Savings Bank for this type of transfer. Account registrations must be the same. Amounts transferred are in the exact amount required to cover the total amount overdrawn. There is a transaction fee per transfer as noted in our Common Fee Schedule. If the savings account does not have sufficient funds to cover the overdrawn amount, whatever funds are available will be transferred and applied to the overdrawn checking account. If an overdrawn balance remains in the checking account after the transfer, other fees may apply as disclosed in the Common Fee Schedule. Termination of the Transfer Authorization for Savings-Link Overdraft Protection agreement must be made in writing and will be effective no later than five (5) business days after receipt of the notice by the Bank. We may

terminate this agreement by sending you written notice.

**STATEMENTS** – For your safety you should review your deposit account statement in a timely fashion and alert the bank immediately of any claims of unauthorized or missing transactions. If you do not notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 30 days) after we send or make available to you your statement and items: (1) you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure, and (2) you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 30 days of when we send or make available to you the statement and items. You must report any other problem (e.g., erroneous statement or passbook entry, missing signature, etc.) within this 30-day period or lose your right to assert the problem against us.

**RECORDING AND MONITORING TELEPHONE CALLS** – We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by Applicable Law.

**ACCOUNT TRANSFER OR ASSIGNMENT** – This account may not be transferred or assigned. Your savings account or time deposit account may be assigned or pledged by you only with our prior written consent (which we may withhold in our sole discretion) and upon receipt of any documentation we may require. You may not pledge your IRA or SEP account as collateral for any loan.

**DIRECT DEPOSITS** – If, in connection with a direct deposit agreement, we deposit any amount in this account that you were not entitled to, represents a duplicate credit, is an incorrect amount, or you were not the intended recipient of the deposit, you authorize us to deduct the amount of our liability from this account or from any other account you may have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**SET-OFF** – You each agree that we may (without prior notice and when permitted by law) set off the funds in any account you have with us against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance for the due date which we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or other tax deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, including amounts covered by your overdraft line of credit, or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) is prohibited by Applicable Law. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to setoff.

**AUTHORIZED SIGNERS (Personal Accounts Only)** – An authorized signer is not permitted on personal accounts.

**MULTIPLE SIGNATURES (Business Accounts Only)** – A business may choose to require multiple signatures as a component of their internal business practices. The Bank may accommodate this internal practice by allowing this information on signature forms and resolutions for the convenience of the customer. However, the Bank assumes no responsibility or liability to monitor or audit adherence to this practice.

**FACSIMILE SIGNATURE MACHINES or SIGNATURE STAMPS** – The use of a facsimile signature machine or a signature stamp by an account owner or authorized signer is for your benefit and the Bank has no obligation to verify or authenticate the validity of such stamp or signature machine. In addition you agree to indemnify and hold harmless the Bank against all claims, demands, actions, suits, proceedings, judgments, decrees, debts, costs, fees and expenses of any kind whatsoever, including attorneys' fees, which may at any time be asserted by any person, firm, corporation or government agency arising out of acceptance, negotiation, etc. of any check presented bearing a signature stamp or facsimile signature.

**CHECK LEGENDS AND RESTRICTIVE ENDORSEMENTS** – Legends, or notations, such as "not valid after 60 days" or "not valid over \$1,000" are ineffective and will be processed by us without regard to such legends or notations. Similarly, any conditional or restrictive endorsement or other notations found on checks are ineffective and will be processed by us without regarding to the endorsement or notation. We may pay checks with such legends, endorsements, or notations even if the restriction or other conditions has not been met. We are not liable to you for any losses that result from the placement of these restrictions or other notations on your checks, or from other disregarding them.

**BANGOR ONLINE ACCESS** – You must access Bangor Online every 90 days to ensure that your user ID and password remain active.

**COMPLAINT RESOLUTION PROCEDURE** – If you have a dispute with us regarding your deposit account, contact us and attempt to resolve the problem directly. However, if you feel we have failed to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
Consumer Outreach Program  
36 State House Station  
Augusta, Maine 04333-0036

To file a complaint electronically,  
you may contact the Bureau of Financial Institutions at  
[www.maine.gov/pfr/financialinstitutions/complaint.htm](http://www.maine.gov/pfr/financialinstitutions/complaint.htm)


The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the result of the investigation. When your complaint involves a federally chartered institution, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

## SECURITY

**SAFE COMPUTING PRACTICES** – Several precautions can be taken to safeguard your computer and information during everyday use. Each time you connect to the Internet to exchange information you open a pathway from the outside world to your computer. The security tips below can help you to closely guard that pathway and reduce the risk of malicious content making its way into your computer.

**Anti-Virus Software** – Installing anti-virus software on a computer helps to protect it from virus, worms, and Trojan horses. The software scans files that you download from the Internet or receive in an email. If the file contains malicious content the anti-virus software will warn you and destroy the file, should you desire. In order to be effective, it is important that anti-virus software is kept up-to-date since new viruses and worms are created every day.

**Firewalls** – While viruses can be used to attack a computer from the inside, hackers can also try to invade a computer from the outside. Firewalls can be used to block such attacks, filter infected files or emails and alert you if an unauthorized user tries to access your system.

**Encryption** – To protect information traveling over the Internet, the data is encrypted before it is sent. The stronger the encryption the less likely someone else will be able to read it should the data be intercepted. If a Web page is encrypting data, a lock (like this one ) will appear at the bottom of your web browser.

**Passwords** – A password is a key you use to access your information on a computer or through the Internet. If someone else figures out your password they too have the ability to access your information. The more complex a password is the less likely someone else will be able to figure it out and use it. When creating passwords for your online accounts at Bangor Savings Bank, and its subsidiaries, keep the following tips in mind:

- Whenever possible, use a mix of uppercase and lowercase letters, numbers and symbols in your password.
- Create a unique password for each application or Internet service that you use.
- Avoid using words, or even part of a word, that can be found in the dictionary.
- Do not create your password out of things that are closely tied to you, such as your name or birth date.
- Change your passwords often, even if the system you are using does not require you to.

**Software Updates** – It is important to keep your computer software up to date. Many viruses and worms take advantages of bugs in software for which patches and fixes already exist. Frequent updates will seal those areas that a virus could otherwise exploit.

**Log-Off** – Remember to log-off and close your browser when you are finished using a secure Web site or application. Should you forget to do so, the next person that uses that computer may be able to access your account. For this reason, it is best to access accounts with sensitive information from your home rather than from a public computer.

Identity theft occurs when someone else uses your personal information to open a bank account, acquire a credit card or engage in other fraudulent acts. A victim of identity theft may find they are unable to secure a loan due to damaged credit or may even face criminal charges for acts the thief committed under the victim's identity.

**IDENTITY THEFT** – The best way to protect yourself from identity theft is to protect your information:

- Keep your social security card in a safe place; do not carry it with other personally identifying information or write your social security number on a check. Give it out only if absolutely necessary and ask that they use a different identifier.
- Shred documents that contain account numbers or other sensitive material before discarding them.
- Report lost or stolen ID cards, licenses or credit cards.
- Be on alert should you fail to receive your regular account statements.
- Never keep a record of your passwords or use sensitive information as your password.
- Don't give out personal information on the telephone, through the mail, or over the internet unless you know who you are dealing with.
- Never click on links sent in unsolicited emails; instead, type in a web address you know. Use firewalls, anti-spy ware, and anti-virus software to protect your home computer; keep them up-to- date.
- Don't use an obvious password like your birth date, your mother's maiden name, or the last four digits of your social security number.
- Keep your personal information in a secure place at home, especially if you have roommates, employ outside help, or are having work done in your house.

### Resources:

- "Take Charge: Fighting Back Against Identity Theft"  
A thorough discussion of identity theft is provided in this article, including how identity theft occurs and how to minimize your risk.
- FTC National Resource for Identity Theft  
The Federal Trade Commission keeps a site on identity theft that includes consumer and business information as well as the steps you should take if you suspect your identity has been stolen.
- Guard Against Internet Thieves and Electronic Scams  
The Federal Deposit Insurance Corporation (FDIC) has produced a multimedia presentation to help consumers protect themselves from identity theft. The presentation provides information on steps consumers should take to secure their computer and protect themselves from identity theft, as well as actions consumers should take if they become a victim of identity theft.

**PROTECTING YOURSELF AT ONE OF OUR ATMs** – ATMs are a great convenience, in part because they are available at night or in remote locations where we do not have branches. Because of that, we offer you the following helpful suggestions to exercise good judgment and care when using our (or anyone's) ATM.

1. Your ATM Card and Personal Identification Number (PIN)
  - a. Protect your card by keeping it in a safe place. If your card is lost or stolen, you should notify us immediately.
  - b. Protect your PIN. Never give your PIN to anyone, and don't write your number anywhere (never on your ATM or debit card) and you should never write your number anywhere, especially on your card. Do not choose a PIN that is obvious (such as telephone numbers, addresses, or birth dates).
  - c. Never give information about your card or PIN over the telephone. We will never ask you for this information. You should refuse any requests for this information and immediately notify us.
2. Using ATMs
  - a. Prepare your transactions before going to the ATM. If you are making a deposit, have your cash and/or checks and your deposit slip placed inside a deposit envelope in advance.
  - b. Park in well lit areas close to ATMs.
  - c. To avoid instances of "shoulder surfing", shield the keypad with your hand or body while entering your PIN.
  - d. Take all transaction receipts and records with you when leaving the ATM. Keep these documents in a safe place with your other account records so that you can compare it against your account statement.
  - e. Do not open locked ATM vestibule doors for others.
  - f. If you use a drive-up ATM, be sure passenger windows are rolled up and your doors are locked.
  - g. Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
  - h. Put cash away promptly and count it later in the safety of your car or home.
  - i. Report all crimes immediately to law enforcement officials and your local Bank branch.

## **BANK ADMINISTRATION OF CHECKING AND NOW ACCOUNTS**

This notice describes how the Bank reports and administers checking and NOW accounts as required by Federal Regulation DD and other external reporting regulations. In its records, the Bank may establish sub-accounts for checking and NOW accounts. These sub-accounts consist of a checking sub-account and a savings sub-account. The Bank may, in the course of routine processing and record keeping functions, transfer balances in checking and NOW accounts between checking sub-accounts and savings subaccounts. These transfers will not affect available balances, electronic transfers, interest earnings, or FDIC insurance. These subaccounts and transfers will not appear on regular account statements or ATM and online banking statements. The balance accounting has no effect on the daily use of your account.

For checking or NOW accounts that are classified as interest earning accounts, the method of interest calculation and the APY will not change as a result of the use of sub-accounts. For checking accounts that are classified as non-interest earning, the savings sub-accounts will be non-interest earning.

All other rules governing the Banks regular checking and savings accounts will apply to checking sub-accounts and savings subaccounts and are noted in this Agreement.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check.) The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest of the amount on your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500, of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 40 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1.877.Bangor1(226.4671) or at Bangor Savings Bank, P. O. Box 930, Bangor, ME 04401. You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

**Your claim must include**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## **ELECTRONIC FUNDS TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Funds Transfers we are capable of handling are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions.

**Direct Deposits** – You may make arrangements for certain direct deposits to be accepted into your Checking, Savings, Money Market or Market Rate account.

**Preauthorized Withdrawals** – You may make arrangements to have certain payments made from your Checking, Statement Savings, Money Market or Market Rate Statement account.

**Telephone Transfers** – Types of transfers you may access your account by telephone using your account numbers, to:

- transfer funds from Checking, Statement Savings, Money Market Statement or Market Rate Statement accounts to Savings, Money Market, Market Rate or Checking accounts.

**Electronic Fund Transfers Initiated By Third Parties** – You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. By establishing this agreement, you agree to maintain a sufficient balance in the account from which the transfer is made. If there are not sufficient funds in the account from which the transfer is made, the account may become overdrawn and you will be responsible for any and all fees associated with that transfer.

NOTE: When ordering checks or other account supplies through the Bank you agree that your account will be automatically debited for applicable charges.

**Electronic Check Conversion** – You may authorize a merchant or other payee to make a onetime electronic payment through the Automated Clearing House Network from your checking account using information from your check to:

- (i) Pay for purchases.
- (ii) Pay bill.

Your authorization for such payments may occur in a number of ways. For example, it occurs when the merchant posts a sign informing you of their policy to conduct such conversions. Since the party you are paying is required to obtain your authorization before making such conversions, you agree that we are not responsible for doing so or for verifying that you have authorized such a conversion.

**Notification Procedure** – You should also call 207.942.5211 or toll free at 1.877.Bangor1 (226.4671) or write to the address listed at the end of the Electronic Funds Transfer section if you believe a transfer has been made using the information from your check without your permission.

**Transaction Limitations** – We are required by Federal regulation to limit third-party transactions or preauthorized transfers to six per statement cycle. Types of transactions that fall within this limit per statement period are preauthorized, automatic or telephone transfers, ACH debits, transfers from your savings accounts under an agreement to cover overdrafts on a transaction account, or a transfer from a savings account at your telephoned request made either directly to a bank employee or indirectly through Phonebanking or transfers made by personal computer (including online banking or bill paying services), as well as withdrawals by check, draft, debit card or similar order to third parties (includes wires not completed in person). Violations of excessive transaction limitations may constitute conversion to a transaction account or account closure.

You may make unlimited withdrawals or transfers to another Bangor Savings Bank account in person or at an ATM.

## ATM/DEBIT CARDS

**DEBIT CARD LIMITS** – At Bangor Savings Bank, security remains one of our top priorities. We are constantly striving to provide the most advanced security solutions and services to our customers while carefully balancing convenience and access to your funds.

**LIMITS:** There are many ways to reduce debit card fraud. One way is by closely managing debit card dollar limits through daily debit limits as well as transactional limits. We have reviewed industry best practices and will be incorporating the following changes to Bangor Savings Bank debit MasterCard limits:

**CONSUMER DAILY LIMITS:** The daily aggregate limit (combined use of ATM, point of sale or retail terminal) will be \$3,000.00 for consumer Debit MasterCard: ATM withdrawal - \$500 daily; Point of Sale/Retail - \$2,500; International Internet - \$200 per transaction

**BUSINESS DAILY LIMITS:** The daily aggregate limit (combined use of ATM, point of sale or retail terminals) will be \$5,500.00 for business Debit MasterCard: ATM withdrawal - \$500 daily; Point of Sale/Retail - \$5,000; International Internet - \$200 per transaction.

**ATM AND EVERYDAY DEBIT TRANSACTIONS AND NO RETURN BENEFIT SERVICE** – We will not authorize and pay overdrafts for the following transactions unless you specifically opt-in to have these transaction types covered by your NRB service.

- Everyday debit card transactions
- ATM withdrawals

**Under our standard overdraft practice, you will be charged the following by Bangor Savings Bank if you overdraw your account:**

- A fee will be charged for each overdraft item, as disclosed in our Common Fee brochure
- We limit, to six, the number of overdrawn items we charge you for in a single day, though we may choose to pay additional items
- We do not charge a fee if the overdrawn amount is \$5.00 or less

**If you have not opted-in and want Bangor Savings Bank to authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch. We pay overdrafts at our discretion, which means that **we do not guarantee** that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

**If you would like to opt-out of having Bangor Savings Bank authorize and pay overdrafts on your ATM and everyday debit card transactions, contact** the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**We also offer other overdraft protection plans.** These include our StandBy Line of Credit and our Savings-Link Overdraft Protection. These may be less expensive than our standard overdraft practices. To learn more, contact the Customer Care Center at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

**ATM TRANSACTIONS – Types of transactions and dollar/other limitations:** Our ATM cards and debit cards can be used in most ATMs throughout the world. You may access your account(s) by ATM using your personal identification number to:

- get cash withdrawals from and deposit funds to Checking, Statement Savings, Money Market Statement or Market Rate Statement account(s) with an ATM card or debit card as follows:
  - you may deposit funds at Bangor Savings Bank ATMs (branch locations only).
- transfer funds between Checking and Statement Savings, Money Market Statement or Market Rate Statement accounts.
- make payments at Bangor Savings Bank ATMs (branch locations only)

Some of these services may not be available at all terminals.

**ATM Transaction Fees** – We won't charge you a fee on our end, and we will reimburse you any other fee you incur at another bank's ATM. When you use an ATM not operated 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 funds transfer. All charges regarding your ATM transaction will be refunded within three business days.

International ATM Usage fees: When you process an international ATM transaction and the fee is presented separately, we will refund ATM usage fees assessed within three business days. If a separate ATM usage fee is not presented, we will automatically rebate \$3.00 for each international ATM transaction. If the ATM usage fee you pay is more than \$3.00 and it is not presented separately, you may bring the ATM receipt with the fee documented to the Bank within 90 days of the transaction, and the additional amount will be rebated.

**Possible Tax Implications** – A 1099 MISC IRS form may be generated if rebated ATM fees are more than \$600 in any calendar year.

**Foreign Currency Conversion Rate** – When you use your debit card at a merchant that settles in currency other than U.S. Dollars, the charge is converted to U.S. Dollars. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Other Types of Debit Card Transactions** – You may access your Checking account to purchase goods (in person or by phone), pay for

services (in person or by phone), get cash from a merchant if the merchant permits or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a card).

**Primary Account** – For purposes of EFTs on your account, one of your checking accounts must be associated with your card as the “primary account.” Certain EFTs may only occur from your primary account (such as debit card point of sale transactions), and if you close your primary account we will cease processing all card transactions and your privileges to use the card will be cancelled.

**We Own the Card** – When we provide you with a card to access your account(s) with us, you understand we own such card(s) and that you may not transfer them to another person. You agree to return the card to us immediately when we request that you do so. If this Agreement is terminated (either by you or by us), or if you close your primary account, and you attempt to use your card after the termination date, your card will be retained. We may issue a card to a joint account owner if they request one. We will not seek the permission of all joint account owners before doing so.

**Safeguard Your Card** – The card is exclusively for your use. You agree that you will not provide the card or the personal identification number (PIN), which is associated with the card as your “remote banking signature” to any person, or otherwise permit any person to use your card and PIN. You will take all reasonable precautions to protect them, and to keep your PIN confidential. If you provide your card or PIN to another person, you are responsible for any EFT service performed and the charges incurred by that person.

**Online Banking Transactions** – The types of transactions (and limits on such transactions) that you may conduct through Bangor Online are included in our online banking agreement.

## RIGHT TO DOCUMENTATION

**Terminal Transfers** – You can get a receipt at the time you make any transfer to or from your account using one of our Automated Teller Machines.

**Direct Deposits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call our 24 hour telephone banking system at 1.888.263.3099 to find out whether or not the deposit has been made. You may also call us at (207) 942.5211 or 1.877.Bangor1 (226.4671) during business hours.

**Periodic Statements** – You will get a monthly account statement from us for your Checking, Statement Savings, Money Market or Market Rate account.

**Passbook Accounts** – We do not send periodic statements for passbook accounts. If the only possible electronic transfers to your account are preauthorized deposits you may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.

**Undeliverable or Returned Statements** – It is your responsibility to notify us of any address changes or if your address is incorrect in our files by contacting the Bank at the telephone number or address listed in this brochure. If your account statement(s) cannot be delivered by the U. S. Postal Service due to an incorrect or incomplete address and is returned to the Bank, we will code your account(s) to stop producing a statement and place a message indicating that the Bank has received returned mail. Furthermore, all account notices will also not be sent, as the U. S. Postal Service would return them as undeliverable. Then, if you notify us that you have not received your statement(s), we will verify your identity and correct the address on file. At that time, you may request copies of any statements that were not originally mailed.

## Business ACH Credit Entries

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, [we] are not required to give notice to [you] of receipt of an ACH credit entry to [your] non-consumer account and [we] will not do so. However, [we] will continue to notify you of the receipt of payment in the periodic statements we provide to you.

Notice of Governing Law: [We] may accept on [your] behalf payments to [your] account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act. [You] agree that [your] rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Maine.”

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

## MasterCard Business Debit Card

**Authorization and Agreement** - Bangor Savings Bank MasterCard Business Debit Card is available to qualified customers only. If you, or you for your authorized signers, have requested a Bangor Savings Bank Business Debit Card(s), you are authorizing them to make withdrawals from your checking account using a Business Debit Card. You agree that each Business Debit Card issued shall be used solely to access your account for business purposes and authorize and direct us to effect funds transfer initiated by the employee cardholder(s) on your account in

response to such cards and the personal identification number (PIN). Each Business Debit Card issued to your cardholders must have a different PIN. You agree that selection of a PIN and the issuance of Business Debit Cards to your duly authorized cardholders constitutes adequate security procedures.

You agree that if your account has insufficient funds to cover the Business Debit Card transaction(s), your account will be overdrawn. You will promptly pay any overdraft and all fees and charges connected with such. The issuance and use of the Business Debit Cards are subject to the fees described in this brochure and our Fee Schedule. You hold Bangor Savings Bank harmless from all damages, including incidental and consequential damages suffered by you as a result of any overdraft resulting from the use of Business Debit Cards.

Bangor Savings Bank disclaims all liability for losses and/or damages incurred by you for failure to complete a transfer on the correct date or in the right amount under any circumstances or failure to stop a transfer, provided, however, that upon notice of such failure we take reasonable steps to correct the transaction.

You acknowledge and agree that no limitations on liability for lost or stolen cards that may result in unauthorized ATM Transactions, will apply regardless of the timeliness of notice to Bangor Savings Bank. Call 1-877-Bangor1 to report any lost or stolen cards. Prompt notice should be given to permit us to take reasonable steps to prevent further losses to your account.

You will have zero liability on unauthorized MasterCard Business Debit Card transactions.

You agree to provide to Bangor Savings Bank the name of any cardholder whose authority to use the Business Debit Card is terminated as soon as possible after the termination occurs. After Bangor Savings Bank's receipt of such cardholder's name, Bangor Savings Bank shall cancel such cardholder's card. You shall be responsible for any cardholder's authorized or unauthorized use of the card.

You also understand that this is not a credit card and that the dollar amount of the purchases and ATM withdrawals made with the Business Debit Cards will be deducted from your checking account. Bangor Savings Bank has the right to verify any provided cardholder's information and to request a consumer report from any consumer-reporting agency. Other requirements may apply.

Authorization for the Business Debit Card may be terminated by either party by direct written notification and should be delivered to Bangor Savings Bank, Attn: Electronic Banking Department, PO Box 930, Bangor, Maine 04402-0930. You understand that if written notification is given to terminate, you will be responsible for any purchases and ATM withdrawals made prior to the termination that may not have been debited to your checking account as of the date of such termination.

## **STOP PAYMENT PROCEDURES FOR AUTOMATIC FUNDS TRANSFERS AND NOTICE OF VARYING AMOUNTS**

NOTE: Stop Payments may not be placed on debit card transactions.

**Right to Stop Payment and Procedure for Doing So** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at 1.877.Bangor1 (226.4671) or at Bangor Savings Bank, P.O. Box 930, Bangor, ME 04401 in time for us to receive your request three 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 after you call.

We will charge a stop payment fee for each stop payment order you give us. See accompanying Common Fee brochure for Stop Payment fee.

**Notice of Varying Amounts** – If these regular payments vary in amount, the recipient of your payment will notify you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Limit for Failure to Stop Payment of Preauthorized Transfer** – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **EXPLANATION OF LIABILITY**

**Our Liability for Failure to Make Transfers** – 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 your overdraft line.
- (3) If the ATM 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 we have taken.
- (6) There may be other exceptions in our agreement with you.

**Consumer Liability for Unauthorized ATM Transactions or PIN Debit Transactions** – Tell us AT ONCE if you believe your card or PIN has been lost or stolen or you believe that an electronic funds transfer has been made without your permission using information from your check.

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 and/or any No Return Benefit amounts). If you tell us within two (2) business days, after you learn of the loss or theft of your card or PIN, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your card without your permission if you had told us, you can lose as much as FIVE HUNDRED DOLLARS (\$500.00).

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

**Consumer Liability for Unauthorized Remote POS (Point of Sale or in store) Transactions** – For unauthorized MasterCard Transactions on a lost or stolen card:

- \$0 liability for the Cardholder.
- You must notify us at once of any unauthorized transactions.

NOTE: This policy covers all Debit MasterCard Card transactions processed over the MasterCard network. This policy does not apply to ATM withdrawals or PIN debit transactions.

**Notification Procedure** – If you believe that your card and/or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, call us at 207.942.5211 or 1.877.Bangor1 (226.4671), or write to us at Bangor Savings Bank, EB Dept., P.O. Box 930, Bangor, ME 04401-0930.

## DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers;
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

## CONSUMER ERROR RESOLUTION

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed at the end of this section, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error on the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

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

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

For errors involving point of sale transactions or for transactions taking place outside the United States, the periods referred to above are 10 days and 90 days instead of 10 days and 45 days, respectively.

For errors involving transactions occurring within 30 days after the first deposit to a new account, as defined by regulation, the periods referred to above are 20 days and 90 days instead of 10 days and 45 days, respectively.

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

We will send you a written explanation within three business days after we finish our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

BANGOR SAVINGS BANK  
ELECTRONIC BANKING DEPARTMENT  
P.O. BOX 930  
BANGOR, MAINE 04402-0930  
Phone: (207) 942.5211 or 1.877.Bangor1 (226.4671)

## FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all deposit accounts.

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

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash 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.

**Determining the Availability of a Deposit** – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays and Federal holidays. If you make a deposit before cut-off time 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 after 2:00 p.m. or the posted cutoff time in each branch or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you mail your deposit it will be considered deposited on the day we receive it. If you place it in a Bangor Savings Bank branch night depository before 7:00 am, the deposit will be processed on that business day.

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

**Same Day Availability** – Funds from the following deposits are available for the payment of checks 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.
- Cash deposits made to a Bangor Savings Bank teller.

**Next Day Availability** – Funds from the following deposits are available for cash withdrawal and for the payment of checks on the first business day after the day of your deposit.

- U.S. Treasury checks that are payable to you.
- Local Checks.
- Checks drawn on Bangor Savings Bank.
- 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 that are payable to you.
- Cashier's, certified, treasurer's and teller's checks that are payable to you.
- Deposits made at Bangor Savings Bank ATMs before 2:00 pm (branch locations only).

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

**Local Checks** – ALL checks drawn on a bank in the United States are now considered local checks. Funds from the deposit of local checks will be available for the withdrawal of cash and the payment of checks on the first business day after the day of your deposit.

### Other Rules:

**Longer Delays May Apply** – In some cases, we will not make all of the funds that you deposit by check available at the times shown in the schedule. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available in accordance with the above schedule, we will notify you at the time you make your deposit. 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 \$5,000 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 the day of your 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 \$5,000 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 the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit.

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

**Hold on Other Funds:**

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

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

**FDIC LIMITS**

Effective 07/22/2010: The standard deposit insurance amount has been permanently increased to \$250,000 per depositor. The \$250,000 limit is also permanent for IRAs and other certain retirement accounts.

Effective through December 31, 2012, all noninterest-bearing transaction accounts are fully guaranteed by the FDIC for the entire amount in the account. This coverage is in addition to, and separate from, the coverage available under the FDIC's general deposit insurance rules.

You can calculate your insurance coverage using the FDIC's Electronic Deposit Insurance Estimator at [www.myfdicinsurance.gov](http://www.myfdicinsurance.gov). For questions about FDIC coverage, call toll-free 1.877.ASK.FDIC.

**Truth and Savings Disclosures** are provided as part of the product description.



Call 1.877.Bangor1 (1.877.226.4671) [www.bangor.com](http://www.bangor.com)