



STATE OF MAINE
PENOBSCOT, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO.: PENS-CIV-2021-00014

ETHAN A. CHURCHILL and
RHONDA YORK, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

BANGOR SAVINGS BANK,

Defendant

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SECOND AMENDED
CLASS ACTION COMPLAINT

Plaintiffs Ethan Churchill and Rhonda York (“Plaintiffs”), on behalf of themselves and all persons similarly situated, allege the following based on personal knowledge as to allegations regarding themselves and on information and belief as to others.

NATURE OF THE ACTION

1. Plaintiffs bring this action on behalf of themselves and class of all similarly situated consumers against Defendant Bangor Savings Bank (“Bangor” or “the Bank”), arising from (1) its routine practice of charging two or more non-sufficient funds fees (“NSF Fee”) or overdraft fees (“OD Fees”) on a single item.; and (2) charging OD Fees on accounts that were not actually overdrawn.

2. These practices breach contractual promises and violate the covenant of good faith and fair dealing.

3. With respect to the first practice, Plaintiffs do not dispute Bangor’s right to either (a) reject a transaction and charge a single NSF Fee or (b) pay a transaction and charge a single overdraft fee on a transaction, but Bangor unlawfully maximizes its already profitable account

fees with unlawful practices that violate its contract.

4. Specifically, Bangor unlawfully assesses *multiple* NSF Fees and OD Fees on a single Automated Clearing House (“ACH”) transaction or check.

5. In Bangor’s sole and undisclosed view, each time the Bank processes an ACH transaction or check for payment after a having been rejected for insufficient funds, it becomes a new, unique item that is subject to another NSF Fee. But Bangor’s Account Documents never even hint that this counterintuitive result could be possible.

6. Bangor’s Account Documents indicate that only a single NSF Fee will be charged per item no matter how many times the request for payment is reprocessed. An electronic item reprocessed after an initial return for insufficient funds cannot and does not fairly become a new, unique item for NSF fee assessment purposes.

7. Bangor breaches its contract when it charges more than one fee on the same item, because the contract states—and reasonable consumers understand—that the same item can only incur a single NSF Fee.

8. Second, in plain, clear, and simple language, the checking account contract documents discussing OD Fees promise that Bangor will only charge OD Fees on transactions where there are insufficient funds to cover them.

9. As happened to Plaintiffs, however, Bangor, in breach of its contract and the covenant of good faith and fair dealing, charges OD Fees even when there are sufficient funds to cover a debit card transaction.

10. Plaintiffs and other Bangor customers have been injured by these practices. On behalf of themselves and the Class, Plaintiffs seek damages, restitution and injunctive relief for Bangor’s breach of contract and breach of the covenant of good faith and fair dealing.

11. Bangor's improper scheme to extract excessive funds from accountholders already struggling to make ends meet has victimized Plaintiffs and thousands of other accountholders.

PARTIES

12. Plaintiff Ethan Churchill is a citizen and resident of the City of Bangor, County of Penobscot and State of Maine.

13. Plaintiff Rhonda York is a citizen and resident of Skowhegan, Maine.

14. Defendant Bangor Savings Bank is a corporation duly organized and existing under the laws of the State of Maine and is one of Maine's largest banks which maintains its principal place of business in the City of Bangor, County of Penobscot and State of Maine.

I. BANGOR CHARGES TWO OR MORE FEES ON THE SAME ITEM

15. As alleged more fully herein, Bangor's Account Documents allow it to take certain steps when an accountholder attempts a transaction but does not have sufficient funds to cover it. Specifically, Bangor may (a) authorize the transaction and charge a *single* OD Fee; or (b) reject the transaction and charge a *single* NSF Fee.

16. In contrast to its Account Documents, however, Bangor regularly assesses two or more fees on the *same* item.

17. This abusive practice is not universal in the financial services industry. Indeed, major banks like Chase—the largest consumer bank in the country—do not undertake the practice of charging more than one NSF Fee on the same item when it is reprocessed. Instead, Chase charges one NSF Fee even if a transaction is reprocessed for payment multiple times.

18. Bangor's Account Documents never disclose this practice. To the contrary, Bangor's Account Documents indicate it will only charge a single NSF Fee on an item.

A. Plaintiff Churchill's Experience

19. As an example, on June 3, 2020 Plaintiff Churchill attempted to make a \$55 payment via an ACH transaction to United Financial Casualty Company.

20. Bangor rejected payment of that item due to insufficient funds and charged Plaintiff a \$32 Return Item Fee.

21. Unbeknownst to Plaintiff Churchill and without his request to Bangor to retry the transaction, six days later, on June 9, 2020, Bangor processed the same item again. Bangor again rejected the payment and charged Plaintiff another \$32 Return Item Fee. Bangor knew the second payment attempt was the same item as the first, as it was labeled as a "RETRY PYMT" on his statement.

22. In sum, *Bangor charged Plaintiff \$64 in fees to process a single \$55 item.*

23. Plaintiff Churchill understood his transaction to be a single transaction, an understanding consistent with what is laid out in Bangor's Account Documents, capable at most of receiving a single NSF Fee (if Bangor returned it) or OD Fee (if Bangor paid it).

24. The same pattern occurred again on August 4, 2020 and August 10, 2020 with respect to different attempted payment to United Financial Casualty Company.

B. The Imposition of Multiple Fees on a Single Item Violates Bangor's Express Promises and Representations

25. The Account Agreement provides the general terms of Plaintiffs' relationship with Bangor and makes explicit promises and representations regarding how transactions will be processed, as well as when NSF Fees and OD Fees may be assessed.

26. The Account Documents contain explicit terms indicating that NSF Fees and OD Fees will only be assessed once per item—defined as a customer request for payment or transfer—but in fact Bangor regularly charges two or more fees per item even though a customer only

requested the payment or transfer once.

27. Bangor’s Account Documents state that it will assess a single fee per item that is returned due to insufficient funds.

28. According to the Account Agreement, at most a single fee will be assessed per “item” returned for insufficient funds.

OVERDRAFT/RETURNED:

Overdraft/NRB ¹ -----	\$32.00 per item
NSF, Returned, Uncollected ¹ -----	\$32.00 per item

¹ Includes any withdrawal, check, ATM and ACH

Ex. A at 1.

29. The same check or ACH transaction cannot conceivably become a new one each time it is rejected for payment then reprocessed, especially when—as here—Plaintiff Churchill took no action to resubmit them.

30. There is zero indication anywhere in the Account Documents that the same item is eligible to incur multiple fees.

31. Even if Bangor reprocesses an instruction for payment, it is still the same item. Bangor’s reprocessing is simply another attempt to effectuate an accountholder’s original order or instruction.

32. The disclosures described above never discuss a circumstance where Bangor may assess multiple fees for a single check or ACH transaction that was returned for insufficient funds and later reprocessed one or more times and returned again.

33. In sum, Bangor promises that one NSF Fee will be assessed per item, and this must mean all iterations of the same instruction for payment. As such, Bangor breached the contract

when it charged more than one fee per item.

34. Taken together, the representations and omissions identified above convey to customers that all submissions for payment of the same transaction will be treated as the same “item,” which Bangor will either authorize (resulting in an overdraft item) or reject (resulting in a returned item) when it decides there are insufficient funds in the account. Nowhere does Bangor disclose that it will treat each reprocessing of a check or ACH payment as a separate item, subject to additional fees, nor do Bangor customers ever agree to such fees.

35. Customers reasonably understand, based on the language of the Account Documents, that Bangor’s reprocessing of checks or ACH payments are simply additional attempts to complete the original order or instruction for payment, and as such, will not trigger additional fees. In other words, it is always the same item or transaction.

36. Banks and credit unions like Bangor that employ this abusive practice know how to plainly and clearly disclose it. Indeed, other banks and credit unions that do engage in this abusive practice disclose it expressly to their accountholders—something Bangor here never did.

37. For example, First Citizens Bank, a major institution in the Carolinas, engages in the same abusive practice as Bangor, but at least expressly states:

Because we may charge a service fee for an NSF item each time it is presented, **we may charge you more than one service fee for any given item.** All fees are charged during evening posting. When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.

(emphasis added).

38. First Hawaiian Bank engages in the same abusive practices as Defendant, but at least currently discloses it in its online banking agreement, in all capital letters, as follows:

YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT **MULTIPLE FEES MAY BE**

CHARGED TO YOU AS A RESULT OF A RETURNED ITEM AND RESUBMISSION.

(emphasis added).

39. Central Pacific Bank, a leading bank in Hawai'i, states in its Fee Schedule under the "MULTIPLE NSF FEES" subsection:

Items and transactions (such as, for example, checks and electronic transactions/payments) returned unpaid due to insufficient/non-sufficient ("NSF") funds in your account, may be resubmitted one or more times for payment, and a \$32 fee will be imposed on you **each time an item and transaction resubmitted for payment is returned due to insufficient/nonsufficient funds.**¹

40. Regions Bank likewise states:

If an item is presented for payment on your account at a time when there is an insufficient balance of available funds in your account to pay the item in full, you agree to pay us our charge for items drawn against insufficient or unavailable funds, whether or not we pay the item. **If any item is presented again after having previously been returned unpaid by us, you agree to pay this charge for each time the item is presented for payment and the balance of available funds in your account is insufficient to pay the item.**²

41. First Financial Bank states:

"Merchants or payees may present an item multiple times for payment if the initial or subsequent presentment is rejected due to insufficient funds or other reason (representation). **Each presentment is considered an item and will be charged accordingly.**"³

42. Andrews Federal Credit Union states:

You understand and agree that a merchant or other entity may make multiple attempts to resubmit a returned item for payment. **Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item.** Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to use for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.

1 *Miscellaneous Fee Schedule*, Central Pacific Bank 1 (Feb. 15, 2019), <https://www.centralpacificbank.com/PDFs/Miscellaneous-Fee-Schedule.aspx>.

2 https://www.regions.com/virtualdocuments/Deposit_Agreement_6_1_2018.pdf.

3 *Special Handling/Electronic Banking Disclosures of Charges*, First Financial Bank 2 (Aug. 2018), https://www.bankatfirst.com/content/dam/first-financial-bank/eBanking_Disclosure_of_Charges.pdf.

When we charge a fee for NSF items, the charge reduces the available balance in your account and may put your account into (or further into) overdraft.⁴

43. Consumers Credit Union states:

Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.⁵

44. Wright Patt Credit Union states:

Consequently, because we may charge a service fee for an NSF item each time it is presented, we may charge you more than one service fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and represented regardless of the number of times an item is presented or represented to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.⁶

45. Railroad & Industrial Federal Credit Union states:

Consequently, because we may charge an NSF fee for an NSF item each time it is presented, we may charge you more than one NSF fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.⁷

46. Partners 1st Federal Credit Union states:

Consequently, because we may charge a fee for an NSF item each time it is presented, we may charge you more than one fee for any given item. Therefore, multiple fees may be charged to you as a result of a returned item and resubmission regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.⁸

47. Members First Credit Union states:

4 https://www.andrewsfcu.org/AndrewsFCU/media/Documents/Terms-and-Conditions_REBRANDED_Dec2019-Update.pdf

5 https://www.myconsumers.org/docs/default-source/default-document-library/ccu_membership_booklet_complete.pdf?sfvrsn=6

6 <https://www.wpcu.coop/en-us/PDFDocuments/Important%20Account%20Information%20Disclosure%20-%20WPCU.pdf>

7 <https://www.rifcu.org/Documents/Disclosures/Account-Terms-Conditions.aspx>

8 https://www.partners1stcu.org/uploads/page/Consumer_Account_Agreement.pdf

We reserve the right to charge a Non-Sufficient Funds Fee (NSF Fee) each time a transaction is presented if your account does not have sufficient funds to cover the transaction at the time of presentment and we decline the transaction for that reason. **This means that a transaction may incur more than one Non-Sufficient Funds Fee (NSF Fee) if it is presented more than once . . .** we reserve the right to charge a Non-Sufficient Funds (NSF Fee) for both the original presentment and the representment [.]⁹

48. Community Bank, N.A. states:

We cannot dictate whether or not (or how many times) a merchant will submit a previously presented item. **You may be charged more than one Overdraft or NSF Fee if a merchant submits a single transaction multiple times after it has been rejected or returned.**¹⁰

49. RBC Bank states:

We may also charge against the Account an NSF fee for each item returned or rejected, including for multiple returns or rejections of the same item.¹¹

50. Diamond Lakes Credit Union states:

Your account may be subject to a fee for each item regardless of whether we pay or return the item. We may charge a fee each time an item is submitted or resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.¹²

51. Parkside Credit Union states:

If the Credit Union returns the item, you will be assessed an NSF Fee. Note that the Credit Union has no control over how many times an intended payee may resubmit the same check or other item to us for payment. **In the event the same check or other item is presented for payment on more than one occasion, your account will be subject to an additional charge on each occasion that the item is presented for payment.** There is no limit to the total fees the Credit Union may charge you for overdrawing your account.¹³

9 http://www.membersfirstfl.org/files/mfcufl/1/file/Membership_and_Account_Agreement.pdf

10 <https://cbna.com/u/header/2019-Overdraft-and-Unavailable-Funds-Practices-Disclosure.pdf>

11 <https://www.rbcbank.com/siteassets/Uploads/pdfs/Service-Agreement-for-Personal-Accounts.pdf>

12 <https://www.diamondlakesfcu.org/termsconditions.html>

13 https://www.parksidecu.org/_kcms-doc/1043/44277/Membership-and-Account-Agreement.pdf?__cf_chl_captcha_tk__=add6bea42df3385074decd4b16c1f86a8359dc9-1580434763-0-AfXmB7FcyYTqzK9oMNbMSKM6k5fnKS5Xf-z7p3Tv-Pt951tDs7wM8yaaIV06w718t2nomyWR1Q8COWgpfE07FJWZUeFkJN6lxbXDZG1SvidTWhYm9I85AbCd5afw2imyGdt dzKhX19bQ9TYkjOITVM4w8OFJOtE3wVIHrEITnQnSfoR5mZxM5O0bu4f_FHoHiJj0XsjNkVoGblk0-lti6-gMn-Wcu_o87SGQW6dOUF2i6rHGim_Ckdl-ULanKI2NS3KlhkYAuNatN9Jdwr7Plc6oJozMbZQeczuO7VlbrNuCFD0tjzkw1lsnof7uaRvLRakfKYi3wh0tUU1c_Y6N4aH1qN8SPftOn8TYJHO7OoILvpMfamNTqv_djpbUI3GVA

52. Bangor provides no such disclosure, and in so doing, deceives its accountholders.

C. The Imposition of Multiple Fees on a Single Item Breaches Bangor's Duty of Good Faith and Fair Dealing

53. Parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations and means that Bangor is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, Bangor has a duty to honor transaction requests in a way that is fair to Plaintiffs and its other customers and is prohibited from exercising its discretion to pile on ever greater penalties on the depositor. Here—in the adhesion agreements Bangor foisted on Plaintiffs and its other customers—Bangor has provided itself numerous discretionary powers affecting customers' accounts. But instead of exercising that discretion in good faith and consistent with consumers' reasonable expectations, Bangor abuses that discretion.

54. Specifically, Bangor maintains complete discretion not to assess fees on transactions at all. By exercising its discretion in its own favor—and to the prejudice of Plaintiffs and other customers—by charging more than one fee on a single item, Bangor breaches the reasonable expectation of Plaintiffs and other customers and in doing so violates the implied covenant to act in good faith.

55. It was bad faith and totally outside Plaintiffs' reasonable expectations for Bangor to use its discretion to assess two or three fees for a single attempted payment.

56. When Bangor charges multiple NSF Fees and OD Fees, Bangor uses its discretion

to define the meaning of an “item” in an unreasonable way that violates common sense and reasonable consumer expectations. Bangor uses its contractual discretion to set the meaning of those terms to choose a meaning that directly causes more fees.

ii. **BANGOR CHARGES OD FEES ON TRANSACTIONS THAT DO NOT ACTUALLY OVERDRAW THE ACCOUNT**

A. **Overview of Claim**

57. Bangor issues debit cards to its checking account customers, including Plaintiffs, which allows its customers to have electronic access to their checking accounts for purchases, payments, withdrawals and other electronic debit transactions.

58. Pursuant to its Account Documents, Bangor charges fees for debit card transactions that purportedly result in an overdraft.

59. Plaintiffs bring this cause of action challenging Bangor’s practice of charging OD Fees on what are referred to in this complaint as “Authorize Positive, Purportedly Settle Negative Transactions” (“APPSN Transactions”).

60. Here’s how it works. At the moment debit card transactions are authorized on an account with positive funds to cover the transaction, Bangor immediately reduces accountholders checking accounts for the amount of the purchase, sets aside funds in a checking account to cover that transaction, and as a result, the accountholder’s displayed “available balance” reflects that subtracted amount. As a result, customers’ accounts will always have sufficient available funds to cover these transactions because Bangor has already sequestered these funds for payment.

61. However, Bangor still assesses crippling OD Fees on many of these transactions and misrepresents its practices in its Account Documents.

62. Despite putting aside sufficient available funds for debit card transactions at the

time those transactions are authorized, Bangor later assesses OD Fees on those same transactions when they purportedly settle days later into a negative balance. These types of transactions are APPSN Transactions.

63. Bangor maintains a running account balance in real time, tracking funds accountholders have for immediate use. This running account balance is adjusted, in real-time, to account for debit card transactions at the precise instance they are made. When a customer makes a purchase with a debit card, Bangor sequesters the funds needed to pay the transaction, subtracting the dollar amount of the transaction from the customer's available balance. Such funds are not available for any other use by the accountholder, and such funds are specifically associated with a given debit card transaction.

64. Indeed, the entire purpose of the immediate debit and hold of positive funds is to ensure that there are enough funds in the account to pay the transaction when it settles, as discussed in the Federal Register notice announcing revisions to certain provisions of the Truth in Lending Act regulations:

When a consumer uses a debit card to make a purchase, a hold may be placed on funds in the consumer's account to ensure that the consumer has sufficient funds in the account when the transaction is presented for settlement. This is commonly referred to as a "debit hold." During the time the debit hold remains in place, which may be up to three days after authorization, those funds may be unavailable for the consumer's use for other transactions.

Federal Reserve Board, Office of Thrift Supervision, and National Credit Union Administration, Unfair or Deceptive Acts or Practices, 74 FR 5498-01 (Jan. 29, 2009).

65. That means when any *subsequent*, intervening transactions are initiated on a checking account, they are compared against an account balance that has already been reduced to account for any earlier debit card transactions. This means that many subsequent transactions incur OD Fees due to the unavailability of the funds sequestered for those debit card transactions.

66. Still, despite keeping those held funds off-limits for other transactions, Bangor improperly charges OD Fees on those APPSN Transactions, although the APPSN Transactions *always* have sufficient available funds to be covered.

67. Indeed, the Consumer Financial Protection Bureau (“CFPB”) has expressed concern with this very issue, flatly calling the practice “unfair” and/or “deceptive” when:

A financial institution authorized an electronic transaction, which reduced a customer’s available balance but did not result in an overdraft at the time of authorization; settlement of a subsequent unrelated transaction that further lowered the customer’s available balance and pushed the account into overdraft status; and when the original electronic transaction was later presented for settlement, because of the intervening transaction and overdraft fee, the electronic transaction also posted as an overdraft and an additional overdraft fee was charged. Because such fees caused harm to consumers, one or more supervised entities were found to have acted unfairly when they charged fees in the manner described above. Consumers likely had no reason to anticipate this practice, which was not appropriately disclosed. They therefore could not reasonably avoid incurring the overdraft fees charged. Consistent with the deception findings summarized above, examiners found that the failure to properly disclose the practice of charging overdraft fees in these circumstances was deceptive. At one or more institutions, examiners found deceptive practices relating to the disclosure of overdraft processing logic for electronic transactions. Examiners noted that these disclosures created a misimpression that the institutions would not charge an overdraft fee with respect to an electronic transaction if the authorization of the transaction did not push the customer’s available balance into overdraft status. But the institutions assessed overdraft fees for electronic transactions in a manner inconsistent with the overall net impression created by the disclosures. Examiners therefore concluded that the disclosures were misleading or likely to mislead, and because such misimpressions could be material to a reasonable consumer’s decision-making and actions, examiners found the practice to be deceptive. Furthermore, because consumers were substantially injured or likely to be so injured by overdraft fees assessed contrary to the overall net impression created by the disclosures (in a manner not outweighed by countervailing benefits to consumers or competition), and because consumers could not reasonably avoid the fees (given the misimpressions created by the disclosures), the practice of assessing fees under these circumstances was found to be unfair.

Consumer Financial Protection Bureau, Winter 2015 “Supervisory Highlights.”

68. There is no justification for these practices, other than to maximize Bangor’s OD Fee revenue. APPSN Transactions only exist because intervening checking account transactions

supposedly reduce an account balance. But Bangor is free to protect its interests and either reject those intervening transactions or charge OD Fees on those intervening transactions—and it does the latter to the tune of millions of dollars each year. But Bangor was not content with these millions in OD Fees. Instead, it sought millions *more* in OD Fees on these APPSN Transactions.

69. Besides being unfair and unjust, these practices breach contract promises made in Bangor’s adhesion contracts—contracts which fail to inform accountholders about, and in fact, misrepresent, the true nature of Bangor’s processes and practices. These practices also exploit contractual discretion to gouge accountholders.

70. In plain, clear, and simple language, the checking account contract documents covering OD Fees promise that Bangor will only charge OD Fees on transactions that have insufficient funds to “cover” that debit card transaction.

71. In short, Bangor is not authorized by contract to charge OD Fees on transactions that have not overdrawn an account, but it has done so and continues to do so.

D. Mechanics of a Debit Card Transaction

72. A debit card transaction occurs in two parts. First, authorization for the purchase amount is instantaneously obtained by the merchant from Bangor. When a merchant physically or virtually “swipes” a customer’s debit card, the credit card terminal connects, via an intermediary, to Bangor, which verifies that the customer’s account is valid and that sufficient available funds exist to “cover” the transaction amount.

73. At this step, if the transaction is approved, Bangor immediately decrements the funds in an accountholder’s account and sequesters funds in the amount of the transaction but does not yet transfer the funds to the merchant.

74. Indeed, the entire purpose of the immediate debit and hold of positive funds is to

ensure that there are enough funds in the account to pay the transaction when it settles, as discussed in the Federal Register notice announcing revisions to certain provisions of the Truth in Lending Act regulations:

When a consumer uses a debit card to make a purchase, a hold may be placed on funds in the consumer's account to ensure that the consumer has sufficient funds in the account when the transaction is presented for settlement. This is commonly referred to as a "debit hold." During the time the debit hold remains in place, which may be up to three days after authorization, those funds may be unavailable for the consumer's use for other transactions.

Federal Reserve Board, Office of Thrift Supervision, and National Credit Union Administration, Unfair or Deceptive Acts or Practices, 74 FR 5498-01 (Jan. 29, 2009).

75. Sometime thereafter, the funds are actually transferred from the customer's account to the merchant's account.

76. Bangor (like all credit unions and banks) decides whether to "pay" debit card transactions at authorization. After that, Bangor is obligated to pay the transaction no matter what. For debit card transactions, that moment of decision can only occur at the point of sale, at the instant the transaction is authorized or declined. It is at that point—and only that point—when Bangor may choose to either pay the transaction or decline it. When the time comes to actually settle the transaction, it is too late—the financial institution has no discretion and must pay the charge. This "must pay" rule applies industry wide and requires that, once a financial institution authorizes a debit card transaction, it "must pay" it when the merchant later makes a demand, regardless of other account activity. *See* Electronic Fund Transfers, 74 Fed. Reg. 59033-01, 59046 (Nov. 17, 2009).

77. There is no change—no impact whatsoever—to the available funds in an account when this step occurs.

E. Bangor's Account Documents

78. Amongst the Account Documents which governs Plaintiffs' relationship with Bangor is a document entitled, Important Information About Your Account ("Deposit Agreement"), attached hereto as Exhibit B.

79. The Deposit Agreement misrepresent to customers that OD Fees will only be charged when there is not enough money in the account to pay a transaction:

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway

Ex. B at 26.

80. The Deposit Agreement further links "authorization" with when the Bank determines overdraft fees:

What are the standard overdraft practices that come with my account?

We do ***authorize and pay*** overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number including electronic funds transfers.
- Automatic bill payments and payments authorized by you.

We do not ***authorize and pay*** overdrafts for the following types of transactions unless you ask us to (see consent form below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means 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.

Id.

81. For APPSN Transactions, which are immediately deducted from a positive account balance and held aside for payment of that same transaction, there are always funds to cover those transactions—yet Bangor assesses OD Fees on them anyway.

82. The above promises mean that transactions are only overdraft transactions when they are authorized into a negative account balance. Of course, that is not true for APPSN

Transactions.

83. APPSN transactions are always *initiated* at the time the customer swipes the debit card when there are sufficient available funds in the account.

84. In fact, Bangor actually authorizes transactions on positive funds, sets those funds aside on hold, then fails to use those same funds to settle those same transactions. Instead, it uses a secret posting process described below.

85. All the above representations and contractual promises are untrue. In fact, Bangor charges OD Fees even when sufficient funds exist to cover transactions that are authorized into a positive balance. No express language in any document states that Bangor may impose OD Fees on any APPSN Transactions.

86. For debit card transactions, the credit union decides whether to “authorize and pay” a debit card transaction at the moment of authorization. Bangor represents to its customers that it is one step, just like consumers using debit cards believe.

87. For APPSN Transactions, which are immediately deducted from a positive account balance and held aside for payment of that same transaction, there are *always* funds to “cover” those transactions—yet Bangor assesses OD Fees on them anyway.

88. The Disclosures misconstrue Bangor’s true debit card processing and overdraft practices.

89. First, and most fundamentally, Bangor charges OD Fees on debit card transactions for which there are sufficient funds available to cover the transactions. That is despite contractual representations that Bangor will only charge OD Fees on transactions with insufficient available funds to cover a given transaction.

90. Bangor assesses OD Fees on APPSN Transactions that *do* have sufficient funds

available to cover them throughout their lifecycle.

91. Bangor's practice of charging OD Fees even when sufficient available funds exist to cover a transaction violates a contractual promise not to do so. This discrepancy between Bangor's actual practice and the contract causes accountholders like Plaintiffs to incur more OD Fees than they should.

92. Next, sufficient funds for APPSN Transactions are actually debited from the account immediately, consistent with standard industry practice.

93. Because these withdrawals take place upon initiation, they cannot be re-debited later. But that is what Bangor does when it re-debits the account during a secret batching posting process.

94. In reality, Bangor's actual practice is to assay the same debit card transaction twice to determine if the transaction overdraws an account—both at the time a transaction is authorized and later at the time of settlement.

95. At the time of settlement, however, an available balance *does not change at all* for these transactions previously authorized into good funds. As such, Bangor cannot then charge an OD Fee on such transaction because the available balance has not been rendered insufficient due to the pseudo-event of settlement.

96. Upon information and belief, something more is going on: at the moment a debit card transaction is getting ready to settle, Bangor does something new and unexpected, during the middle of the night, during its nightly batch posting process. Specifically, Bangor releases the hold placed on funds for the transaction for a split second, putting money back into the account, then re-debits the same transaction a second time.

97. This secret step allows Bangor to charge OD Fees on transactions that never should

have caused an overdraft—transactions that were authorized into sufficient funds, and for which Bangor specifically set aside money to pay them.

98. This discrepancy between Bangor’s actual practices and the contract causes accountholders to incur more OD Fees than they should.

99. In sum, there is a huge gap between Bangor’s practices as described in the Account Documents and Bangor’s practices in reality.

C. Bangor Abuses Contractual Discretion

100. Bangor’s treatment of debit card transactions to charge OD Fees is more than a breach of the express terms of the numerous Account Documents. In addition, Bangor exploits contractual discretion to the detriment of accountholders when it uses these policies.

101. The term “overdraft” is not defined in the account documents. Bangor uses its discretion to define “overdraft” in a manner contrary to any reasonable, common sense understanding of that term. In Bangor’s implied definition, a balance is insufficient even if Bangor sequesters sufficient available funds for that transaction at the time it is made.

102. Bangor uses these contractual discretion points unfairly to extract OD Fees on transactions that no reasonable accountholder would believe could cause OD Fees.

D. Reasonable Accountholders Understand Debit Card Transactions are Debited Immediately

103. The assessment of OD Fees on APPSN Transactions is fundamentally inconsistent with immediate withdrawal of funds for debit card transactions. That is because if funds are immediately debited, they cannot be depleted by intervening transactions (and it is that subsequent depletion that is the necessary condition of APPSN Transactions). If funds are immediately debited, then, they are necessarily applied to the debit card transactions for which they are debited.

104. Bangor was and is aware that this is precisely how accountholders reasonably

understand debit card transactions to work.

105. Bangor knows that many accountholders prefer debit cards for these very reasons. Research indicates that accountholders prefer debit cards as a budgeting device because they don't allow debt like credit cards do, and because the money comes directly out of a checking account.

106. Consumer Action, a national nonprofit consumer education and advocacy organization, advises consumers determining whether they should use a debit card that “[t]here is no grace period on debit card purchases the way there is on credit card purchases; the money is immediately deducted from your checking account. Also, when you use a debit card you lose the one or two days of ‘float’ time that a check usually takes to clear.” *What Do I Need to Know About Using a Debit Card?*, ConsumerAction (Jan. 14, 2019), https://www.consumer-action.org/helpdesk/articles/what_do_i_need_to_know_about_using_a_debit_card.

107. Further, Consumer Action informs consumers that “Debit cards offer the convenience of paying with plastic without the risk of overspending. When you use a debit card, you do not get a monthly bill. You also avoid the finance charges and debt that can come with a credit card if not paid off in full.” *Understanding Debit Cards*, ConsumerAction, http://www.consumer-action.org/english/articles/understanding_debit_cards (last visited March 29, 2020).

108. This understand is a large part of the reason that debit cards have risen in popularity. The number of terminals that accept debit cards in the United States has increased by approximately 1.4 million in the last five years, and with that increasing ubiquity, consumers have (along with credit cards) viewed debit cards “as a more convenient option than refilling their wallets with cash from an ATM.” Maria LaMagna, *Debit Cards Gaining on Case for Smallest Purchases*, MarketWatch, Mar. 23, 2016, <http://www.marketwatch.com/story/more-people-are->

using-debit-cards-to-buy-a-pack-of-gum-2016-03-23.

109. Not only have accountholders increasingly transitioned from cash to debit cards, but they believe that a debit card purchase is the fundamental equivalent of a cash purchase, with the swipe of a card equating to handing over cash, permanently and irreversibly.

110. Bangor was aware of the accountholder perception that debit transactions reduce an available balance *in a specified order*—namely, the moment they are actually initiated—and its account agreement only supports this perception.

D. Plaintiff York’s Debit Card Transactions

111. Plaintiff York was charged numerous fees on debit card transactions that settled on the day the fee was assessed, despite the fact that the transactions had been authorized, prior to that day, on a sufficient available balance and sufficient available funds had been placed on hold at that time.

CLASS ALLEGATIONS

112. Plaintiffs bring this action on behalf of themselves and all others similarly situated pursuant to Rule 23 of the Maine Rules of Civil Procedure. This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of Rule 23.

113. The proposed “Classes” are defined as:

All Bangor account holders in the state of Maine who, during the applicable statute of limitations, were charged multiple fees on a single item (the “Multi-Fee Class”) (Proposed Class Representative: Churchill)

All Bangor account holders in the state of Maine who, during the applicable statute of limitations, were charged OD Fees on APPSN transactions (the “APPSN Class”) (Proposed Class Representative: York).

114. Plaintiffs reserve the right to modify or amend the definition of the proposed Class before the Court determines whether certification is appropriate.

115. Specifically excluded from the Class are any entities in which Bangor has a controlling interest, or which have a controlling interest in Bangor, Bangor's legal representatives, assigns, and successors, any Judge to whom this action is assigned, and any member of such Judge's staff and immediate family.

116. The members of the Class are so numerous that joinder is impractical. The Class consist of thousands of members, the identities of whom are within the exclusive knowledge of Bangor and can be readily ascertained only by resort to Bangor's records.

117. The claims of the representative Plaintiffs are typical of the claims of the Class in that the representative Plaintiffs, like all members of the Class, were charged multiple fees on a single item and were charged OD Fees on APPSN transactions. The representative Plaintiffs, like all members of the Class, has been damaged by Bangor's misconduct in that he has been assessed unfair and unconscionable NSF and OD Fees. Furthermore, the factual basis of Bangor's misconduct is common to all members of the Class and represents a common thread of unfair and unconscionable conduct resulting in injury to all members of the Class. Plaintiffs has suffered the harm alleged and has no interests antagonistic to the interests of any other members of the Class.

118. There are numerous questions of law and fact common to the Class and those common questions predominate over any questions affecting only individual members of the Class.

119. Among the questions of law and fact common to the Class include:

- a. Whether Bangor violated contract provisions by charging multiple fees on the same item and by charging OD Fees on APPSN transactions;
- b. Whether Bangor breached its covenant of good faith and fair dealing

with Plaintiffs and other members of the Class through its NSF Fee and OD Fee policies and practices;

- c. The proper method or methods by which to measure damages;
- d. The declaratory and injunctive relief to which the Class are entitled.

120. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel experienced in the prosecution of class actions, particularly on behalf of consumers and against financial institutions. Accordingly, Plaintiffs are adequate representatives and will fairly and adequately protect the interests of the Class.

121. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual class member's claim is small relative to the complexity of the litigation, no class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the members of the Class will continue to suffer losses and Bangor's misconduct will proceed without remedy.

122. Even if Class members themselves could afford such individual litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would also create the potential for inconsistent or contradictory rulings. By contrast, a class action presents far fewer management difficulties, allows for the consideration of claims which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale, and comprehensive supervision by a single court.

CAUSES OF ACTION
COUNT I

**Breach of Contract and Breach of the Covenant of Good Faith and Fair Dealing
(On Behalf of the Classes)**

123. Plaintiffs reallege and incorporate by reference all the foregoing allegations as if they were fully set forth herein.

124. Plaintiffs and Bangor have contracted for bank account services, as embodied in Bangor's Account Agreement and related documentation.

125. Bangor's Account Documents state that it may assess one OD or NSF Fee per "item." Bangor regularly violates its contractual promises by charging multiple NSF Fees and OD Fees on a single item. Additionally, Bangor's Account Documents state that it may only assess an OD Fee when an overdraft occurs, and Bangor regularly violates its contractual promises by charging OD Fees on transactions that do not overdraw the account.

126. Under Maine law, parties to a contract are required not only to adhere to the express conditions in the contract, but also to act in good faith when they are invested with a discretionary power over the other party. In such circumstances, the party with discretion is required to exercise that power and discretion in good faith. This creates an implied promise to act in accordance with the parties' reasonable expectations. That means that Bangor is prohibited from exercising its discretion to enrich itself and gouge its customers. Indeed, Bangor has a duty to honor transaction requests in a manner that is fair to Plaintiffs and is prohibited from exercising its discretion to pile on ever greater penalties. Here—in the form agreements Bangor foisted on Plaintiffs—Bangor has provided itself numerous discretionary powers affecting Plaintiffs' accounts.

127. Instead of exercising that discretion in good faith and consistent with Plaintiffs'

reasonable expectations, Bangor breaches the covenant of good faith and fair dealing by charging more than one fee on a single item.

128. By exercising its discretion to enrich itself by gouging its consumers, Bangor consciously and deliberately frustrates the agreed common purposes of the contract and disappoints the reasonable expectations of Plaintiffs and members of the Class, thereby depriving them of the benefit of their bargain.

129. Plaintiffs and members of the Class have performed all, or substantially all, of the obligations imposed on them under the Account Documents.

130. Plaintiffs and members of the Class have sustained damages as a result of Bangor's breaches of the Account Documents.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the members of the Class, respectfully requests the Court to enter an Order:

- a. certifying the proposed Class;
- b. declaring Bangor's practices alleged in this Complaint to be in breach of Bangor's contract;
- c. awarding all NSF Fees and OD Fees paid to Bangor by Plaintiffs and the Class, as a result of the wrongs alleged herein, in an amount to be determined at trial;
- d. granting disgorgement of the ill-gotten gains derived by Bangor from its misconduct;
- e. awarding actual damages in an amount according to proof;
- f. awarding pre-judgment and post-judgment interest at the maximum rate

- permitted by applicable law;
- g. awarding costs and disbursements assessed by Plaintiffs in connection with this action, including reasonable attorneys' fees pursuant to applicable law; and
- h. awarding such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs and all others similarly situated hereby demand trial by jury on all issues in this complaint that are so triable as a matter of right.

Dated: April 14, 2022

/s/ Dov Sacks, Esq.

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Bangor Savings Bank

COMMON FEE SCHEDULE

Effective May 8, 2020

CHECKS/CHECK CASHING:

Check Printing -----	Varies
Counter Checks -----	\$ 1.00 per sheet
Money Orders -----	\$ 4.00
Treasurers Checks -----	\$ 6.00
Certified Checks -----	\$25.00
Non-Customer Check Cashing -----	\$10.00

FUNDS TRANSFER:

Phone Payments from non-BSB account -----	\$10.00
Phone Transfers between BSB accounts -----	\$ 5.00
Not-In-Person Withdrawal Orders -----	\$10.00
Person to Person (Popmoney):	
Sending (Standard)/Receiving -----	No Cost
Sending (Next Day) -----	\$ 2.00
Requesting -----	\$ 1.00
IRA Transfer/Rollover from BSB -----	\$30.00
Wire Transfers:	
Incoming - domestic -----	\$15.00
Incoming – international -----	\$30.00
Outgoing – domestic -----	\$25.00
Outgoing – international -----	\$45.00
Additional Not-In-Person -----	\$75.00
Wire Transfer Research -----	\$ 5.00

ONLINE BANKING EXTERNAL TRANSFERS:

Standard Inbound (Up to \$10k) -----	No cost
Standard Outbound (Up to \$2k) -----	\$ 3.00
Standard High Limit Outbound (\$2k+ - \$15k) -----	\$ 6.00
Next Day Inbound/Outbound -----	\$ 8.00

OVERDRAFT/RETURNED:

Overdraft/NRB ¹ -----	\$32.00 per item
NSF, Returned, Uncollected ¹ -----	\$32.00 per item
Sustained Overdraft Balance ² -----	\$ 5.00 per day (beginning on third business day)
Account Link Overdraft -----	\$5.00 per transaction
Returned Deposited/Cashed Item -----	\$12.00

CARDS:

ATM/Debit Card Replacement -----	\$ 5.00
ATM/Debit Card w/Express Delivery -----	\$75.00

ACCOUNT SERVICES:

Account Balance Assistance -----	\$25.00 per hour
Account Research -----	\$25.00 per hour
Copies of Transaction Documents -----	\$2.00/10 pages (\$2 min) (Checks, Statements, etc.)
Dormant/Inactive Account -----	\$ 2.00 per month
Early Checking/Savings Account Closure -----	\$25.00 (w/in 90 calendar days of opening account)
Government Issues (bought/sold) -----	\$15.00
Returned Notice & Statement Fee -----	\$10.00
Passbook Reissue -----	\$10.00
Stop Payment -----	\$34.00
Excess Debit Fee ³ -----	\$5.00 per item

NIGHT & SAFE DEPOSIT:

Night Deposit Bags (canvas) -----	\$22.00
Night Deposit Bags (100 disposable) -----	\$22.00
Night Deposit Key Replacement -----	\$10.00
Safe Deposit Box Late Payment -----	10% after 45 days (\$5 min)
Safe Deposit Box Rental -----	Varies
Safe Deposit Box Drilling -----	\$200.00 (w/both keys missing)
Safe Deposit Box Key Replacement -----	\$25.00 (w/one key missing)
Zipper Bags -----	\$ 5.00

CURRENCY SERVICES:

Non Self-Service Coin Counting & Wrapping -----	5% of total
Non-Customer Coin & Currency Orders -----	\$ 5.00
Check Collection (domestic/foreign) -----	\$30.00 + expenses
Foreign Currency (buy or sell) -----	\$15.00 + expenses
Foreign Draft Purchase -----	\$15.00 + expenses

MISCELLANEOUS SERVICES:

Photocopy & Fax Services -----	\$2.00 per page
Non-Customer Notary Service -----	\$10.00 per request

¹ Includes any withdrawal, check, ATM and ACH

² Only applies to transaction account customers who are not in the No Return Benefit program

³ This transaction limitation fee applies to third party transactions or preauthorized transfers in excess of six (6) per calendar month from any savings or money market product and will be assessed daily when applicable. A more in depth description of these transaction limitations can be found in our Important Information About Your Account disclosure.

COMPLAINT RESOLUTION PROCEDURE – If you have a dispute with us regarding your deposit account, contact us to resolve the problem directly. However, if you feel we have failed to resolve the problem, you can write a letter or file a complaint electronically detailing the problem and the resolution you are seeking to the Bureau of Financial Institutions. The mailing address and website address are located in the Important Information About Your Account booklet located on the disclosure page of the Bangor Savings Bank website.

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.

Important Information About Your Account

**Bangor
Savings Bank**

Member FDIC

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Dear Depositor:

This disclosure 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 disclosure 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 disclosure carefully; continued use of your account with us after receipt of this disclosure means you agree to these rules, you agree to pay the fees listed in the accompanying Common Fee Schedule, 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 disclosure 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 disclosure, 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.

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:

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

- o 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.
- o Shred documents that contain account numbers or other sensitive material before discarding them.
- o Report lost or stolen ID cards, licenses or credit cards.
- o Be on alert should you fail to receive your regular account statements.
- o Never keep a record of your passwords or use sensitive information as your password.
- o Don't give out personal information on the telephone, through the mail, or over the internet unless you know who you are dealing with.
- o 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.
- o 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.
- o 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 (not required with "intelligent"/smart ATMs).
 - 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.

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.

ACCOUNT OWNERSHIP

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.

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. The attorney-in-fact, acting as an agent, 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, 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, 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.

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.

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.

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 receipt 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 item 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 checks 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.

Time Deposit 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.

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.

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. Upon expiration, the stop payment order may be renewed. 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.

To place a stop payment, call or write us at:
1.877.Bangor1 (226.4671) or at Bangor Savings Bank, P.O. Box 930, Bangor, ME 04401

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.

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.

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.

EARLY ACCOUNT CLOSURE FEE – An early account closure fee for checking/statement savings/market rate statement/money market statement accounts is charged if the account is closed within 90 days of account opening. See the Common Fees disclosure for the specific amount.

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.

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.

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

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 – Personal checking as well as business checking, statement savings, money market statement and market rate statement accounts will receive monthly statements.

Personal savings, money market statement, and market rate statement accounts will receive quarterly statements unless you have multiple accounts, the statements may be combined and the statement frequency will follow that of the lead account. Additionally, if an electronic transaction is posted to the account, you will receive a periodic statement for the month in which the electronic transaction posted. You will not receive a separate quarterly statement when your periodic statement for any month is a calendar quarter-end.

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 disclosure. 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. Please note that failure to inform us of your current address may also cause us to restrict your Debit/ATM card and Bangor Online access. 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.

BANK ADMINISTRATION OF CHECKING ACCOUNTS

This notice describes how the Bank reports and administers checking accounts as required by Federal Regulation DD and other external reporting regulations. In its records, the Bank may establish sub-accounts for checking 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 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 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 sub-accounts and are noted in this Agreement.

BANK SERVICES

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 statement 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 disclosure.

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 next 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 place limits on the number of automated transfers you make from statement savings, money market statement or market rate statement accounts.

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 and Personal Lines of Credit, and our Account-Link Overdraft Protection.
 - Standby Money Overdraft Protection: Designed for unexpected expenses and to provide protection from overdrafts, the Standby Money Overdraft Protection account is available to qualified borrowers beginning at \$500 up to \$9,999. There are no application, transfer, or annual fees associated with this product.
 - Personal Line of Credit: Designed for unexpected or short-term expenses, the personal line of credit is available to qualified borrowers beginning at \$10,000 up to \$25,000. There are no application, transfer, or annual fees associated with this product. It may be linked to a BSB Checking account in lieu of a Standby Money Overdraft Protection account.
- When layering overdraft protection products and services, it is important to keep in mind the following:
 - Funds needed to cover an overdraft will sweep from the available balance in any Account-Link first, followed by the available balance in any Stand-By Money or Personal Lines of Credit and then No Return Benefit last
 - Balances in the "FROM" account for Account-Link are not included in the available balances for the "TO" account. This means, if Account-Link is established as a stand-alone overdraft protection product then any ATM and Debit Card transactions you attempt will be declined if funds are not available in the account being accessed. However, if layered with the No Return Benefit product, the transaction would be authorized by NRB but the Account-Link will cover the item (provided balances are available) saving the embarrassment of having their transaction declined.

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 and Personal Lines of Credit (subject to credit qualifications) and Account-Link Overdraft Protection. If you obtain either of these overdraft protection options, any available funds in the checking, money market statement or statement savings account or the line of credit tied to your primary 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 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 Schedule
- 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 your account is overdrawn for 3 or more consecutive days, we will charge a Sustained Overdraft Balance fee, as disclosed in our Common Fee Schedule.

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 transactions made using your checking account number
- Automatic bill payments

We do 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

Bangor Support 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 Bangor Support 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 Account-Link Overdraft Protection. These may be less expensive than our standard overdraft practices. To learn more, contact Bangor Support at 1.877.Bangor1 (1.877.226.4671) or visit your nearest Bangor Savings Bank branch.

ACCOUNT-LINK OVERDRAFT PROTECTION TRANSFERS – A Transfer Authorization for Account-Link Overdraft Protection agreement may be established to automatically transfer funds from a checking, money market statement or statement savings account to a primary checking 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 checking, money market statement or statement 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 Account-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.

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.

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 45 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 45 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.

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

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

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

Telephone Transfers – These are the types of transfers you may access by telephone on your accounts by using your account numbers, to:

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

- Inquire on account balances.

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 calendar month. Types of transactions that fall within this limit per statement period are preauthorized, automatic or telephone transfers, ACH debits, transfers from your statement savings accounts under an agreement to cover overdrafts on a transaction account, or a transfer from a statement savings account at your telephoned request made either directly to a bank employee or indirectly through Phonebanking or transfers made by personal computer and mobile device (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.

DEBIT MasterCard® CUSTOMER AGREEMENT

We are Bangor Savings Bank, 99 Franklin St, P.O. Box 930, Bangor, ME 04402-0930 and our telephone number is 1.877.Bangor1 (1.877.226.4671) from within the United States, or 207.942.5211.

You (if this is a joint account, singular pronouns shall include each of you) hereby agree to the rules and regulations affecting the issuance of any Debit Card provided by us for your convenience. Throughout the agreement, the term "checking/savings account" refers to Checking and Statement Savings Accounts. (You may only perform cash withdrawals from a statement account.)

Personal Identification Number (PIN) - The PIN provided by us will be your "remote banking signature," and you are responsible for maintaining its confidentiality. The PIN should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

Authorized Use - Only you are authorized to deposit or withdraw funds to or from your account with the use of this card and positive identification may be requested prior to any transaction.

Consumer Liability for Unauthorized Transactions - Tell us AT ONCE if you believe your card or PIN has been lost or stolen. Telephoning is the best way of decreasing your losses. 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 or PIN without your permission if you had told us, you could 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.

Mastercard® Automatic Billing Updater (ABU) - Is a free service that is automatically provided with your Bangor Savings Bank Mastercard® Debit Card. Participating merchants who receive recurring payments from your Bangor Savings Bank Mastercard® Debit Card will automatically be updated when information about your card changes because of a product upgrade, card expiration, loss or theft, account closure or other reason. Since not all merchants participate in ABU, it is highly encouraged that you also contact all merchants directly that are setup for recurring payments from your Bangor Savings Bank Mastercard® Debit Card when your card information changes. You may opt out of this service at any time and can do so by contacting your local Bangor Savings Bank branch or by calling 1.877.Bangor1 to speak with a Bangor Support representative.

Zero Liability - As a Mastercard® cardholder, Zero Liability applies to your purchases made in the store, over the phone, online or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

1. You have used reasonable care in protecting your card from loss or theft; and
2. You have promptly reported to your financial institution when you knew that your Mastercard® was lost or stolen.

Zero Liability does not apply to the following (or certain) Mastercard® payment cards: Commercial cards, unregistered prepaid cards or gift cards.

If you have questions regarding Zero Liability coverage or you suspect unauthorized use of your card, please contact us.

Notification Procedure - If you believe that your card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement; or write to us at the address given at the end of this Agreement.

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

Types of Transactions Available - The types of transactions you may perform using your Bangor Savings Bank Debit Card may vary depending upon whether you are at a CIRRUS®, NYCE®, AllPoint®, or Mastercard® remote banking facility. These types of transactions are outlined below.

From time to time, we may notify you of changes in or additions to the types of transactions that you may perform at authorized Remote Banking Facilities. Such notification shall be considered an amendment to this agreement.

1. Bangor Savings Bank Automated Teller Machines: You may use your card to withdraw funds from or deposit funds to your checking or statement savings account. Deposits are not accepted at off-premise Bangor Savings Bank ATMs.
2. Mastercard® - Retail store locations or Automated Teller Machines: You may use your card to withdraw funds or debit your checking account for a retail purchase.
3. POS Locations: You may use your card to purchase goods or withdraw funds from your checking account. (You may only perform cash withdrawals from a statement account.)
4. CIRRUS® System, AllPoint® System or NYCE® System ATMs: You may use your card to withdraw funds from your checking/statement savings account.

Charges for Electronic Fund Transfers Within the United States - There will be no fees assessed when using an ATM operated by Bangor Savings Bank or any other bank or financial institution. Accept all fees when you use another financial institution's ATM and we will refund the charges within three (3) business days.

Charges for Electronic Fund Transfers Outside the United States - No ATM usage fee is assessed by Bangor Savings Bank when using an ATM outside of the United States. When you process an international ATM transaction and the fee is presented separately (clearly showing how much we need to rebate), we will refund ATM usage fees assessed within three (3) business days. However, it is not always clear during an international ATM transaction that a fee has been charged. In these cases where a separate ATM usage fee is not presented, we will automatically rebate \$3.00 USD for each international ATM transaction. If the ATM usage fee you pay is more than \$3.00 USD, please visit a branch or contact us at 1.877.Bangor1 (1.877.226.4671).

Using Your Card for International Transactions - We may block transactions in certain foreign countries. Call us at 1.877.226.4671 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

Limitation on Frequency and Amount of Transactions - For security reasons there are limits on dollar amounts of transfers you can make using automated teller machines, point-of-sale, or retail terminals.

Delays in Posting Transactions - Due to the nature of the remote banking system, there may be delays between the time of any banking transaction at a remote banking facility and the time it is shown on our records of your account(s).

Conditions Under Which We Will Disclose Information to a Third Party - We will disclose information to third parties about your accounts or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission.

Documentation of Transfer - You can get a receipt at the time you make any transfer to or from your account using one of our ATM machines or a point of sale terminal. You will receive on a monthly basis a statement of your account activity.

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 agreement, 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name, contact information and account number (if any).
- (2) Describe the error(s) on the transfer(s) 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 date(s) and dollar amount(s) of the suspected error(s).

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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

Overdrafts - If any withdrawal(s) with your card creates a negative balance in your account(s), you shall pay to us the amount of such overdraft, including usual overdraft charges in the same manner as any other overdraft on such an account. Use of your card may activate any overdraft line of credit and/or any No Return Benefit amounts.

Cancellation - Your card remains our property and immediate surrender of it may be required by us at any time. We may cancel the card at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us.

Disclaimer of Liability - We expressly disclaim all warranties that the remote card systems or components, including but not limited to, cards and terminals, shall function properly or be available to us.

Agreement Modification - The agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the "Debit Card" system or a customer's account. We will notify you within thirty (30) days after the change. We will notify you in writing twenty-one (21) days prior to the effective date of any change in any term or condition of the Agreement of your account, if such change would result in greater cost or liability for you or decreased access to your account.

Bangor Savings Bank's 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, we will not be liable, for instance: If through no fault of ours you do not have enough money in your account to make the transfer; if the transfer would go over the credit limit on your overdraft line and/or any No Return Benefit amount; if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken; if the automated teller machine where you are making the transfer does not have enough cash; if the system was not working properly and you knew about the breakdown when you started the transfer. There may be other exceptions stated in our agreement with you.

If you believe your Card has been lost, stolen or suspect fraudulent activity, please call: 1.877.Bangor1 (1.877.226.4671) 24 hours a day, 7 days a week.

DEBIT MasterCard® BusinessCard™ AGREEMENT

Introduction - This Debit Mastercard® BusinessCard Agreement (“Agreement”) contains contract terms and other important information relating to your Debit Mastercard® BusinessCard. These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Governing Law - Conflict with Applicable Law. This Cardholder Agreement will be construed in accordance with the laws of Maine. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

Applicable Law - This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

Definitions - Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we”, “our”, and “us” refer to the financial institution which issues the Card. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

BusinessCard Purpose - You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

Account Requirement, Payment Responsibility, Transferability, Enforceability - The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business Card, Security Procedures - The Card allows Cardholders to directly access the business checking account specified. We will issue Cards and PINs to you at your request. Each Card will identify your business as well as the Cardholder.

You agree to the following security procedures - Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a PIN to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued, it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and PIN. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

Mastercard® Automatic Billing Updater (ABU) - Is a free service that is automatically provided with your Bangor Savings Bank Mastercard® Debit Card. Participating merchants who receive recurring payments from your Bangor Savings Bank Mastercard® Debit Card will automatically be updated when information about your card changes because of a product upgrade, card expiration, loss or theft, account closure or other reason. Since not all merchants participate in ABU, it is highly encouraged that you also contact all merchants directly that are setup for recurring payments from your Bangor Savings Bank Mastercard® Debit Card when your card information changes. You may opt out of this service at any time and can do so by contacting your local Bangor Savings Bank branch or by calling 1.877.Bangor1 to speak with a Bangor Support representative.

Termination and Amendments –

- We may terminate this Agreement at any time without notice to you.
- You may terminate this Agreement by written notice to the institution and no longer using your Card and PIN.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices - Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment - Please refer to Your Deposit Account agreement for detailed posting order.

Overdraft Protection - If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature up to your available limit.

Stop Payment - Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers - You may access your account by ATM using your Card and PIN to:

- make deposits to your checking account.
- get cash withdrawals from your checking account.
- you may withdraw no more than \$500.00 per calendar day, per banking card up to your available limit and available balance.
- transfer funds between accounts linked to the Card.
- get information about account balances.

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

Point-of-Sale Transactions - You may access your account with your Card to purchase goods (in person, by phone, or through Internet), pay for services/purchases (in person, by phone, or through Internet), 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 credit card).

Using your Card:

- **Limitation of Frequency and Amount of Transactions:** For security reasons, there are limits on dollar amounts of transfers you can make using automated teller machines, point of sale, or retail terminals.

Your Option to Limit Cash Withdrawals - In addition to dollar amount limitations for withdrawals using your Card that we may establish, you have the option to limit the amount of cash that can be withdrawn by your Card to \$500.00 per day or some other amount acceptable to us.

You may access your account using the Bangor Savings Bank Debit Mastercard® BusinessCard at any Bangor Savings Bank ATM location. You also have access to cash at hundreds of ATMs at CIRRUS®, NYCE®, AllPoint®, or a Mastercard® remote banking facility.

You can choose the option level on your Debit Mastercard® BusinessCard to control employee access. You may have multiple cards with different accessibility options on each card.

- a) Deposit/Inquiry functions only.
- b) Full access offers withdrawal, transfer, inquiry, deposit and purchase functions.
- c) Purchase/Inquiry functions only.
- d) Basic Banking offers transfers, inquiry, purchases and deposit functions.

Using Your Card for International Transactions

We may block transactions in certain foreign countries. Call us at 1.877.226.4671 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

Currency Conversion - If you effect a transaction with your Card in a currency other than US dollars, Mastercard® International Incorporated will convert the charge into a US dollar amount. Mastercard® International will use its currency conversion procedure, which is disclosed to institutions that issue Mastercard® cards. Currently, the conversion rate used by Mastercard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Mastercard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard® International. The currency conversion rate used by Mastercard® International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

Advisory Against Illegal Use - You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an on-line merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

FEES

There will be no ATM usage fees assessed when using an ATM operated by Bangor Savings Bank or any other ATM in the United States. Accept all fees when you use any non-Bangor Savings Bank ATM and we will refund the charges within three (3) 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 (3) 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, you may bring the ATM receipt with the fee documented to the Bank within ninety (90) days of the transaction, and the additional amount will be rebated.

Please refer to the Common Fee Schedule for additional information on fees.

Delays in Posting Transactions - Due to the nature of the remote banking system, there may be delays between the time of any banking transaction at a remote banking facility and the time it is shown on our records of your account(s).

Conditions Under Which We Will Disclose Information to a Third Party - We will disclose information to third parties about your accounts or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission.

DOCUMENTATION

Terminal Transfers - You can receive a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals.

Retain Copies for Your Records - You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements - You will receive a monthly account statement from us for your checking account that will also include a record of transactions made using your Card unless there are no transfers in a particular month. In any case, you will receive a statement at least quarterly.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have enough money in your account to make the transfer.
- You have an overdraft line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly and you knew about the breakdown when you started the transfer.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.
- The funds are subject to legal process or other encumbrance restricting such transfer.

There may be other limitations on our liability.

As a Mastercard® cardholder, Zero Liability applies to your purchases made in the store, over the phone, online or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if:

- You have used reasonable care in protecting your card from loss or theft; and
- You have promptly reported to your financial institution when you knew that your Mastercard® was lost or stolen.

Zero Liability does not apply to the following (or certain) Mastercard® payment cards: Commercial cards, unregistered prepaid cards or gift cards.

If you have questions regarding Zero Liability coverage or you suspect unauthorized use of your card, please contact us.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards - You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers - You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you think your Card and/or PIN has been lost, stolen or used (or may be used) without your permission, or your Card has otherwise been (or may be) used without your permission. Telephoning is the best way of minimizing your possible losses.

Also, if any of your statements show electronic funds transfers that you did not make or authorize, 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 sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your Card has been lost, stolen or suspect fraudulent activity, please call: 1.877.Bangor1 (1.877.226.4671) 24 hours a day, 7 days a week.

Consequential Damages - We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers - Telephone or write us at the applicable telephone number or address listed immediately below in 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than sixty (60) days after the problem or error was FIRST reflected in your statement.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 ten (10) business days.

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

Stop Payments may not be placed on transactions processed at automated teller machines, point-of-sale, or retail terminals.

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 by making a request at least three (3) business days before a scheduled debit. 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 at least three business days 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 Schedule 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, in the manner prescribed by this Agreement, and we do not do so, we will be liable for your losses or damages.

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.

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

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

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

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

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. Deposits made at a Bangor Savings Bank ATM after 6:00 pm are considered transacted on the next business day. Deposits made via Bangor Mobile (Bangor Savings Banks mobile remote deposit capture) after 6:00 pm are considered transacted on the next 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, Bangor Debit Mastercard® purchases and for cash withdrawal on the same business day we receive the deposit:

- Cash deposits made to a Bangor Savings Bank teller.
- Cash deposits made at a Bangor Savings Bank ATM. Please note that cash deposits made at a Bangor Savings Bank ATM after 6:00 pm are considered transacted on the next business day.
- Electronic direct deposit payments, such as Social Security benefits and automatic payroll deposits.
- Funds from ACH transactions.
- Funds from wire transfers.

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

- Checks drawn on Bangor Savings Bank.
- Checks drawn on other U.S. and Canadian Banks, if made to a Bangor Savings Bank teller*.
- Checks drawn on other U.S. and Canadian Banks, if made at a Bangor Savings Bank ATM before 6:00 pm*.
- Checks drawn on other U.S. and Canadian Banks, if made via Bangor Savings Bank mobile remote deposit capture, Bangor Mobile, before 6:00 pm*.
- U.S. Treasury checks, if the item is payable to you.
- Local Checks.
- Federal Reserve Bank Checks, Federal Home Loan Bank Checks, and Postal Money Orders, if these items are payable to you.
- State and Local government checks, if these items are payable to you.
- Cashier's, certified, treasurer's and teller's checks that are payable to you.

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

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

Other Rules:

***Longer Delays May Apply** – In some cases, we may delay your ability to withdraw funds beyond the first business day after deposit. However, the first \$200 of your deposit will be available on the first business day after deposit.

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

Exception Delay:

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

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 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 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 deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after deposit.

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

Hold on Other Funds:

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

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

FDIC LIMITS

The standard maximum deposit insurance amount is currently \$250,000 per individual depositor, per insured bank, for each account ownership category.

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

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

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.

PRODUCT DESCRIPTIONS

CERTIFICATES OF DEPOSIT

Rate Information – Rates are available on our website and vary depending on the term. Terms range from 3 to 60 months.

Renewal Policy - This account will automatically renew on the maturity date with the same terms as the original Certificate of Deposit (unless we notify you in writing). You will be notified in writing at least 30 days in advance of the maturity date. You must notify us in writing within a ten day grace period after the maturity date if you do not want the account to automatically renew.

Compounding and crediting frequency - Interest will be compounded daily. Interest will be credited to your account monthly.

Accrual of interest on non-cash deposits - Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

Minimum balance to open the account – You must deposit \$500.00 to open this account. You must maintain this minimum balance on a daily basis to earn the annual percentage yield disclosed.

Minimum balance to obtain the annual percentage yield disclosed – The annual percentage yield assumes that interest remains on deposit until maturity.

A withdrawal of interest will reduce earnings. If you close your account before interest is credited, you will not receive accrued interest.

Transaction Limitations – An early withdrawal penalty may be imposed as appropriate for the term of your account (please see below).

Term	Penalty
3 months	45 days interest
6 & 9 months	90 days interest
12 months	6 months interest
18 months	9 months interest
24 months	12 months interest
30 months	15 months interest
36 months	18 months interest
48 & 60 months	24 months interest

CHECKING, SAVINGS & MONEY MARKET PRODUCTS

INTEREST EARNING PRODUCTS – PERSONAL and NON-PERSONAL CHECKING/SAVINGS/ MONEY MARKET & MARKET RATE ACCOUNTS

Rate Information – Your interest rate and annual percentage yield may change. For interest rate tiers and current rate information, please visit our website at www.bangor.com.

Frequency of Rate Changes – We may change the interest rate on your account at any time.

Determination of Rate – At our discretion, we may change the interest rate on your account.

Compounding and Crediting Frequency – Interest will be compounded daily. Interest will be credited to your account every month.

Daily Balance Computation Method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-Cash Deposits – Interest begins to accrue on the first business day after the day you deposit non-cash items (for example, checks).

ALL PERSONAL AND NON-PERSONAL CHECKING/SAVINGS/MONEY MARKET AND MARKET RATE ACCOUNTS

Early Account Closure Fee – An early account closure fee for checking/savings/market rate/money market accounts is charged if the account is closed within 90 days of account opening. See the Common Fees disclosure for the specific amount.

ALL PERSONAL PRODUCTS

Minimum Balance to Open Account – Unless specifically listed otherwise, a personal account must be opened with \$25.00.

ALL NON-PERSONAL PRODUCTS

Minimum Balance to Open Account – Unless specifically listed otherwise, a non-personal account must be opened with \$100.00.

CHECKING PRODUCTS

BENEFIT PLUS® CHECKING

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Fees - A monthly service charge fee of \$20.00 will be charged each statement cycle if Benefit Plus® Checking eligibility is not maintained. Benefit Plus® Checking eligibility includes combined balances of \$10,000 from your checking, savings, CDs, Money Market, or Market Rate accounts each day of the statement cycle, or \$10,000 in assets under management with either Bangor Savings Bank Trust Department or Bangor Securities, or a Bangor Savings Bank residential first mortgage loan, or a Bangor Savings Bank home equity line of credit of at least \$10,000, or the primary owner or manager of our business checking relationships, or their employees under our Bangor Workplace Advantage program.

BENEFIT CHECKING

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

BENEFIT 62 CHECKING

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Eligibility – This account is available to depositors who have reached the age of 62 or over.

BUSINESS COMPLETE

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Fees – The first 500 combined items per month are free. "Combined items" includes deposits, items deposited, and items debited from the account, excluding ATM and Check Card debit transactions. A \$.50 per item fee will be assessed for each item in excess of the first 500.

BUSINESS / GOVERNMENT CHECKING ANALYSIS

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Fees - A monthly service charge fee of \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 will be charged for each deposit. You will earn a credit on your average collected balance during the statement cycle based on an earnings rate that may vary. This earnings credit will be applied to reduce your monthly fees. The earnings credit cannot exceed your monthly charge.

BUSINESS CHECKING WITH INTEREST

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to obtain the annual percentage yield disclosed -You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Fees - A monthly service charge fee of \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 will be charged for each deposit.

GOVERNMENT & NOT-FOR-PROFIT WITH INTEREST

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Account Eligibility - Municipalities, federal, state, and county government; homeowners and condominium associations as described in section 528 of the IRS code; Non-profits registered with the IRS as described in section 501c(3) through (13) of the IRS code.

Minimum balance to obtain the annual percentage yield disclosed -You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Fees - A monthly service charge fee of \$12.00 will be charged each statement cycle. A monthly Depository Fee of .000105 will be applied to all collected balances. A fee of \$.17 will be charged for each item paid. A check deposit fee of \$.14 will be charged for each check deposited. A deposit fee of \$.12 will be charged for each deposit.

COMMUNITY COMPLETE WITH INTEREST

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Account Eligibility -This account is available to non-profit organizations that operate primarily for religious, philanthropic, charitable, educational, political or other similar purposes - as long as the entity is legitimate and registered with the IRS as a nonprofit organization. (Organizations described in 501(c)(3) through (13), and (19) of the Internal Revenue Code and political organizations described in section 527 of the IRS Code.)

Minimum balance to obtain the annual percentage yield disclosed -You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Fees -The first 50 debit items (withdrawals, checks, ACH) per statement cycle are without charge. A \$.15 fee will be applied for each item paid after the first 50.

INTEREST ON LAWYERS' TRUST ACCOUNT (IOLTA)

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Account Eligibility -This account is available to lawyers as a trust account for client funds with the interest going to the Maine Bar Foundation (for firms in Maine) or New Hampshire Bar Foundation (for firms in NH). (Note: Title Companies are not eligible for an IOLTA account.)

INTEREST ON REALTORS' TRUST ACCOUNT (IORTA)

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Account Eligibility -This account is available to realtors as a trust account for client funds with the interest going to the Maine Association of Realtors Foundation.

ESTATE CHECKING

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to open the account – You must deposit \$25.00 to open this account.

FIDUCIARY BENEFIT PLUS® CHECKING

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Fees - A monthly service charge fee of \$20.00 will be charged each statement cycle if Benefit Plus® Checking eligibility is not maintained. Benefit Plus® Checking eligibility includes combined balances of \$10,000 from your checking, savings, CDs, Money Market, or Market Rate accounts each day of the statement cycle, or \$10,000 in assets under management with either Bangor Savings Bank Trust Department or Bangor Securities, or a Bangor Savings Bank residential first mortgage loan, or a Bangor Savings Bank home equity line of credit of at least \$10,000, or the primary owner or manager of our business checking relationships, or their employees under our Bangor Workplace Advantage program.

Limitations – An ATM or Debit Card cannot be issued on Parent & Next Friend accounts. The primary owner on a Uniform Transfer to Minors Act (UTMA) account or Representative Payee/Federal Payee accounts may not have an ATM or Debit Card. The custodian or representative payees may have cards linked to the accounts. Transfers may not be allowed through Internet Banking or Telephone Banking.

FIDUCIARY BENEFIT CHECKING

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Limitations – An ATM or Debit Card cannot be issued on Parent & Next Friend accounts. The primary owner on a Uniform Transfer to Minors Act (UTMA) account or Representative Payee/Federal Payee accounts may not have an ATM or Debit Card. The custodian or representative payees may have cards linked to the accounts. Transfers may not be allowed through Internet Banking or Telephone Banking.

SAVINGS PRODUCTS

Transaction Limitations – Federal regulation limits third party or pre-authorized transfers (including overdraft transfers) or transfers made by telephone, personal computer or mobile device to six per calendar month, including check, draft, or debit card.

BENEFIT SAVINGS

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Eligibility – To open a Benefit Savings account, you must have or open a personal/business checking account.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

GREAT START SAVINGS ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Account Eligibility -This account is issued only to individuals under the age of 18. An adult co-owner is required for minors under the age of 16.

Minimum Balance to Open This Account -You must deposit \$1.00 to open this account.

SAVINGS ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to obtain the annual percentage yield disclosed -You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

FIDUCIARY SAVINGS ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to obtain the annual percentage yield disclosed -You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations – An ATM or Debit Card cannot be issued on Parent & Next Friend accounts. The primary owner on a Uniform Transfer to Minors Act (UTMA) account or Representative Payee/Federal Payee accounts may not have an ATM or Debit Card. The custodian or representative payees may have cards

linked to the accounts. Transfers may not be allowed through Internet Banking or Telephone Banking.

HOLIDAY CLUB ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to open the account – There is no minimum opening deposit required to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$25 in the account each day to obtain the disclosed annual percentage yield.

MARKET IRA

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

MONEY MARKET AND MARKET RATE PRODUCTS

Transaction Limitations – Federal regulation limits third party or pre-authorized transfers (including overdraft transfers) or transfers made by telephone, personal computer or mobile device to six per calendar month, including check, draft, or debit card.

BENEFIT MONEY MARKET ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Eligibility – To open a Benefit Money Market account, you must have or open a personal checking account.

Minimum balance to open the account – You must deposit \$5,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

MARKET RATE ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to open the account - You must deposit \$5,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

Minimum balance to avoid monthly service charge - If your balance falls below \$5,000.00 any day during the calendar month, we will impose a monthly service charge of \$10.00.

BUSINESS COMPLETE MONEY MARKET ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Eligibility - To open a Business Complete Money Market account, you must have or open a non-personal checking account.

Minimum balance to open the account – You must deposit \$5,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed – This is a tiered rate account. You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield for each tier. Rates and tiers are available toll-free at 1.877.226.4671.

BUSINESS PREMIUM MONEY MARKET ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to open the account – You must deposit \$50,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

ESTATE MONEY MARKET ACCOUNT

See Section Noted Above: Interest Earning Product Tiered Rate
Type of Product: Personal **OR** Non-Personal
Account is offered as a: Statement
Statement Options: Truncated **OR** Image

Minimum balance to open the account – You must deposit \$25.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed – You must maintain a minimum balance of \$25.00 in the account each day to obtain the disclosed annual percentage yield.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft services, such as Account-Link, and Standby Money Overdraft Protection, which may be less expensive than our standard overdraft practices. We also offer No Return Benefit (NRB), which is described further in this booklet.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number including electronic funds transfers.
- Automatic bill payments and payments authorized by you.

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see consent form below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means 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.

What fees will I be charged if Bangor Savings Bank pays my overdraft?

Under our standard overdraft practices:

- A fee will be charged for each overdraft item, as disclosed in our Common Fee Schedule.
- If your account is overdrawn for three or more consecutive days, we will charge a Sustained Overdraft Balance fee, as disclosed in our Common Fee Schedule.
- We limit, to six, the number of overdrawn items we charge you 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.

What if I want Bangor Savings Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want Bangor Savings Bank to authorize and pay overdrafts on ATM and everyday debit card transactions, contact Bangor Support at 1.877.Bangor1 (1.877.226.4671), visit your nearest Bangor Savings Bank branch or complete the consent form below and present it to a branch or mail it to: PO Box 930, Bangor, Maine, 04402.

Overdraft Services Consent Form

This consent form is for account # _____

Date: _____

_____ Yes, subject to meeting eligibility requirements, I would like to opt in to the NRB overdraft protection service for my Bangor Savings Bank account.

The following two options are for personal accounts only as non-personal accounts are exempt.
(Select your option by choosing one)

_____ Yes, I want the NRB service to authorize and pay all debit items up to the established limit, including ATM withdrawals and everyday debit card transactions.

_____ I do not want Bangor Savings Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Bangor Savings Bank

COMMON FEE SCHEDULE Effective February 1, 2016

CHECKS/CHECK CASHING:

Check Printing	Varies
Counter Checks	\$ 1.00 per sheet
Money Orders	\$ 4.00
Treasurers Checks	\$ 6.00
Certified Checks	\$25.00
Non-Customer Check Cashing	\$10.00

FUNDS TRANSFER:

Phone Payments from non-BSB account	\$10.00
Phone Transfers between BSB accounts	\$ 5.00
Not-In-Person Withdrawal Orders	\$10.00
Person to Person (Popmoney):	
Sending (Standard)/Receiving	No Cost
Sending (Next Day)	\$ 2.00
Requesting	\$ 1.00
IRA Transfer/Rollover from BSB	\$30.00
Wire Transfers:	
Incoming - domestic	\$15.00
Incoming - international	\$30.00
Outgoing - domestic	\$25.00
Outgoing - international	\$45.00
Additional Not-In-Person	\$50.00
Wire Transfer Research	\$ 5.00

ONLINE BANKING EXTERNAL TRANSFERS:

Standard Inbound (Up to \$10k)	No cost
Standard Outbound (Up to \$2k)	\$ 3.00
Standard High Limit Outbound (\$2k+ - \$15k)	\$ 6.00
Next Day Inbound/Outbound	\$ 8.00

OVERDRAFT/RETURNED:

Overdraft/NRB ¹	\$32.00 per item
NSF, Returned, Uncollected ¹	\$32.00 per item
Sustained Overdraft Balance ²	\$ 5.00 per day (beginning on third business day)
Account Link Overdraft	\$5.00 per transaction
Returned Deposited/Cashed Item	\$12.00

CARDS:

ATM/Debit Card Replacement	\$ 5.00
ATM/Debit Card w/Express Delivery	\$75.00

ACCOUNT SERVICES:

Account Balance Assistance	\$25.00 per hour
Account Research	\$25.00 per hour
Copies of Transaction Documents (Checks, Statements, etc.)	\$2.00/10 pages (\$2 min)
Dormant/Inactive Account	\$ 2.00 per month
Early Checking/Savings Account Closure (w/in 90 calendar days of opening account)	\$25.00
Government Issues (bought/sold)	\$15.00
Returned Notice & Statement Fee	\$10.00
Passbook Reissue	\$10.00
Stop Payment	\$34.00
Excess Debit Fee ³	\$1.00 per item

NIGHT & SAFE DEPOSIT:

Night Deposit Bags (canvas)	\$22.00
Night Deposit Bags (100 disposable)	\$22.00
Night Deposit Key Replacement	\$10.00
Safe Deposit Box Late Payment	10% after 45 days (\$5 min)
Safe Deposit Box Rental	Varies
Safe Deposit Box Drilling	\$200.00 (w/both keys missing)
Safe Deposit Box Key Replacement (w/one key missing)	\$25.00
Zipper Bags	\$ 5.00

CURRENCY SERVICES:

Non Self-Service Coin Counting & Wrapping	5% of total
Non-Customer Coin & Currency Orders	\$ 5.00
Check Collection (domestic/foreign)	\$30.00 + expenses
Foreign Currency (buy or sell)	\$15.00 + expenses
Foreign Draft Purchase	\$15.00 + expenses

MISCELLANEOUS SERVICES:

Photocopy & Fax Services	\$2.00 per page
Non-Customer Notary Service	\$10.00 per request

¹ Includes any withdrawal, check, ATM and ACH

² Only applies to transaction account customers who are not in the No Return Benefit program

³ This transaction limitation fee applies to third party transactions or preauthorized transfers in excess of six (6) per calendar month from any savings or money market product and will be assessed daily when applicable. A more in depth description of these transaction limitations can be found in our Important Information About Your Account disclosure.

COMPLAINT RESOLUTION PROCEDURE – If you have a dispute with us regarding your deposit account, contact us to resolve the problem directly. However, if you feel we have failed to resolve the problem, you can write a letter or file a complaint electronically detailing the problem and the resolution you are seeking to the Bureau of Financial Institutions. The mailing address and website address are located in the Important Information About Your Account booklet located on the disclosure page of the Bangor Savings Bank website.

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.

Bangor Savings Bank

Privacy Notice

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

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

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

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

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

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

To limit our sharing

- Call 1.877.226.4671

Please note:

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

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

Questions?

Call 1.877.226.4671

What we do

How does Bangor Savings Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Internal access to customer information is restricted to employees that require access to provide service to our customers. Customer information is protected through physical, logical, and procedural safeguards.

How does Bangor Savings Bank collect my personal information?

We collect your personal information, for example when you

- open an account or deposit money
- make a wire transfer or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Bangor Savings Bank does not have affiliates.

Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Bangor Savings Bank does not share with non-affiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include credit card companies.

Other Important Information

For Vermont Members/Customers

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Additional information concerning our privacy policies can be found at www.bangor.com or call Bangor Support at 1-877-226-4671.