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Consumer Terms and Conditions

(Buoy Local Community Program)

Last updated: December 3, 2019

THESE CONSUMER TERMS AND CONDITIONS (BUOY LOCAL COMMUNITY PROGRAM) (“AGREEMENT” OR “TERMS”) ARE A CONTRACT BETWEEN YOU (“YOU”, “YOUR” OR “USER”) AND PAYWITH WORLDWIDE INC., A DELAWARE CORPORATION (“WE”, “US”, “OUR” OR “PAYWITH”). THIS AGREEMENT GOVERNS YOUR USE OF EACH OF (A) THE PAYWITH SERVICES ASSOCIATED WITH YOUR LINKED BUOY LOCAL CARD (BUT NOT THE STORE GIFT CARD ITSELF), (B) THE PAYWITH MOBILE PAYMENT, WEB APPLICATIONS, AND NATIVE iOS AND ANDROID APPLICATIONS (COLLECTIVELY “PAYWITH APPLICATION”) AND (C) THE SERVICES PROVIDED BY PAYWITH AS OUTLINED IN SECTION 3 (“SERVICES”). TO USE YOUR STORE GIFT CARD WITH THE SERVICES AND THE PAYWITH APPLICATION, YOU MUST READ, AGREE WITH, AND ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT TAKE THIS ACTION, YOU WILL NOT BE ABLE TO ACCESS THE SERVICES OR PAYWITH APPLICATION. YOUR USE OF THE SERVICES OR THE PAYWITH APPLICATION ALSO COMMUNICATES YOUR ACCEPTANCE OF THIS AGREEMENT, AS IT MAY BE MODIFIED FROM TIME TO TIME. THIS AGREEMENT INCLUDES THE PROVISIONS BELOW AND THE PROVISIONS OF THE PAYWITH PRIVACY POLICY LOCATED AT LEGAL.PAYWITH.COM/US/PRIVACY. THEREFORE, WHEN YOU ACCEPT THIS AGREEMENT, YOU ALSO ACCEPT THE PAYWITH PRIVACY POLICY.

Please note that these Terms do not govern the use of your Store Gift Card itself. The terms of use which cover your Store Gift Card are contained in the Store Gift Card Disclosure Statement applicable to your Store Gift Card.

PayWith reserves the right to modify this Agreement, the Privacy Policy and any other applicable PayWith agreements or policies relating to the Services or the PayWith Application at any time in its sole and absolute discretion by posting the modifications on PayWith’s Website and within the PayWith Application. Your use of the Services or the PayWith Application after the posting of any modification on PayWith’s Website constitutes your acceptance of the modification. It is your responsibility to visit PayWith’s Website on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policy. You can always find the most recent, updated versions of this Agreement and the Privacy Policy on PayWith’s Website.

1. Definitions

In this Agreement, the following terms shall have the specified meanings:

Authorized Funding Source has the meaning set forth in Section 9.

Business Days means Monday through Friday except holidays.

Certificate means the value created upon conversion of points acquired in the Community Program and that can be utilized with a Merchant. Certificates will expire 180 days from conversion.

Community Program means the Buoy Local program offered by Bangor Savings Bank, pursuant to which you can create a Community Program Account to earn Points for using a Linked Card and access other features of your Linked Card, as set forth in this Agreement.

Community Program Account means an account created by you within the Application and linked to a Store Gift Card.

Community Program Terms & Conditions means Section 8 of this agreement and any other terms and conditions governing the use of the Community Program.

Content has the meaning set forth in Section 4.

Funding Source means the sources of funds or promotional value that may be used to pay for a transaction with a Merchant using a Linked Card, including Gift Card Funds, Merchant Offers, Certificates, Rewards Credit, and funds available for use from any Authorized Funding Source that you link to your Community Program Account.

Funding Source Account means the account, or accounts, associated with your Funding Source.

Gift Card Funds means the available balance in a Store Gift Card Account, which represents the amount of funds that were loaded onto the Linked Buoy Local Card at the initial purchase, less any transactions posted against that amount.

Linked Buoy Local Card or **Linked Card** means a physical Store Gift Card issued to a User in respect of which the User has downloaded the PayWith Application and linked the Store Gift Card to the PayWith Application.

Linked Cardholder means a User which owns a Store Gift Card, has linked their Store Gift Card to the PayWith Application, and accepted these Terms.

Merchant means a business that sells goods or services and that is able to process a credit card payment on the network that has affiliated itself with the Community Program pursuant to the Merchant terms and conditions and has subscribed to our Merchant Marketing Program.

Merchant Coalition means the network of Merchants and partners procured by PayWith who may from time to time make Merchant Offers to Users transacting with a Linked Buoy Local Card.

Merchant Marketing Program means a marketing program offered by us to sellers of goods or services to market those goods and services to holders of Linked Buoy Local Cards by making Merchant Offers to such holders.

Merchant Offer means information, profiles, offers, discounts, incentives and rewards offered by a Merchant to Users through the Services in connection with a purchase of that Merchant's goods or services.

PayWith Application and **Application** means the mobile application made available by PayWith as specifically defined in the introduction to this Agreement.

PayWith Privacy Policy means the PayWith privacy policy available at legal.paywith.com/us/privacy.

PayWith Website means www.paywith.com.

Push Notifications has the meaning set forth in Section 15.

Rewards Credit means the promotional value resulting from a Linked Cardholder's redemption of a Certificate, Merchant Offer, or Points, that may be applied to pay for a transaction with a Merchant when a Linked Cardholder transacts.

Services means the services provided by PayWith as outlined in Section 3.

Store Gift Card means a physical prepaid Buoy Local branded gift Card issued to a User and which may be linked to the PayWith Application.

Store Gift Card Account means the account associated with your Store Gift Card, in which the Store Gift Card Issuer holds the available balance of your Store Gift Card.

Store Gift Card Disclosure Statement means, collectively, the disclosures, terms and conditions and agreements governing your use of the physical Store Gift Card including those printed on the physical Store Gift Card, on any packaging containing the Store Gift Card, on any written materials accompanying the Store Gift Card, including the Store Gift Card Cardholder Agreement, or any other disclosure, terms & conditions or agreement in printed, electronic or any other form governing your use of the physical Store Gift Card.

Store Gift Card Issuer means the issuer of a Buoy Local branded Store Gift Card.

Third Party Terms has the meaning set forth in Section 14.

You, Your and **User** means the legitimate user of a Linked Buoy Local Card, the PayWith Services and/or the PayWith Application

2. Eligibility and Registration

In order to successfully download and use the PayWith Application you must hold a valid activated Store Gift Card and: (a) have a mobile device with internet connectivity and data plan which utilizes an iOS current or one (1) prior version or Android operating system current or two (2) prior versions, and (b) have a valid mobile phone number associated with a monthly mobile

telephone and data plan, and (c) download the PayWith Application from the Apple App Store or Google Play.

The Application is not targeted towards or intended for use by, anyone under the age of 13. A user must be at least age 13 to access and use the Application. If the user is between the ages of 13 and 18 he or she may only use the application under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. You represent and warrant that (a) you are not located in, or a citizen or resident of, a country that is subject to a US government embargo, or that is been designated by the US government as a "terrorist supporting" country; and (b) you are not listed on any US government list of prohibited or restricted parties.

In order to use certain functions of our Application, you will need to register for a Community Program Account. You agree to: (a) create only one Community Program Account; (b) provide accurate, truthful, current and complete information when creating your Community Program Account; (c) maintain and promptly update your Community Program Account information; (d) maintain the security of your Community Program Account by not sharing your password with others and restricting access to your Community Program Account and your computer; (e) promptly notify PayWith if you discover or otherwise suspect any security breaches relating to the Application or your Community Program Account; and (f) take responsibility for all activities that occur under your Community Program Account and accept all risks of unauthorized access unless prohibited by law.

We may at any time require you to provide information to verify your identity before we permit you to access some or all of the features of the Service. That information may include without limitation your social security number or employer identification number, a valid U.S. credit card, a valid checking, savings or other ACH-enabled bank account at a financial institution in the United States that has been verified by the process outlined in the Application or on our Site, or other financial, business or personal information. We may make, directly or through third parties, inquiries to validate information that you provide to us. You must update all Community Program Account information promptly upon any change.

Your telephone number and a password that you select will be used to access your Community Program Account and the Application (as applicable), as well as for communications with you. You may also be required to verify your telephone number and/or email address depending on features of the Service that you would like to use. You also may be prompted to answer several security questions or be issued access keys or credentials that may be used to enable access to the Service and authorize transactions. Your password and access keys or credentials are your "Credentials." You are responsible for maintaining the secrecy and security of your Credentials and for any use of or action taken under your Credentials. You should not disclose your Credentials to any third party (other than third parties authorized by you to use your Community Program Account). If your Credentials are compromised, you must change your Credentials immediately and notify us immediately.

3. Services

Use of the PayWith Application shall be subject to these Terms. Store Gift Cardholders who have successfully downloaded the PayWith Application and linked it to their Store Gift Card will have access through the PayWith Application to certain data regarding their Linked Buoy Local Card, Community Program Account and transactions conducted on their Linked Buoy Local Card, all as determined by PayWith from time to time. Holders of a Linked Buoy Local Card will also be entitled to receive from time to time information, profiles, offers, discounts, incentives and rewards offered by a Merchant in connection with a purchase of that Merchant's goods or services Merchant Offers. At PayWith's sole discretion, you may be permitted to link additional Funding Sources to the Linked Card as set forth in Section 9.

4. User License

Subject to these Terms, PayWith grants you a personal, nonexclusive, nontransferable, limited, and revocable, license to use the Application for personal use only on a device operating on Android current or two (2) prior versions or iOS current or one (1) prior version platform (each a "Device") owned or controlled by you in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays or other Content (defined below in Section 21) associated with the Application is prohibited. These Terms and User License also govern any updates to, or supplements or replacements for, the Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

5. Merchant Participation and Offers

Our Merchant Coalition consists of sellers of goods and services who subscribe to the Merchant Marketing Program. We are constantly working to grow the Merchant Coalition and therefore new Merchants from whom you may receive Merchant Offers may be added from time to time. Also, Merchants may from time to time unsubscribe or be removed as Merchants. The list of Merchants and the Merchant Offers is subject to change immediately at any time and without notice to you. The list of Merchants can be found on the PayWith Application.

Merchant Offers are provided by our Merchants only. Merchants Offers will be subject to certain terms and conditions and may change or be cancelled at any time without notice to you. PayWith does not warrant or guarantee that Merchant Offers are correct or valid, in full or in part, or that the Merchants will honor the Merchant Offers. We will not be liable for any loss or damage incurred as a result of any interaction between you and a Merchant with respect to such Merchant Offers.

You acknowledge eligibility for Merchant Offers may be based on your Linked Buoy Local Card use and/or transaction history ("Transaction Data") and you consent to our use and disclosure of Transaction Data to determine your eligibility for such Merchant Offers. Additionally, you acknowledge and agree that we may share your Transaction Data, subject to our Privacy Policy

in an anonymized format with third parties for the purposes of providing, maintaining and managing the Merchant Marketing Program.

6. Dealings with Merchants

Except as specifically set forth herein, all matters between you and any Merchant, including but not limited to delivery of goods and services, returns, honoring of Merchant Offers and warranties are solely and strictly between you and the applicable Merchant. You acknowledge that we do not endorse or warrant any Merchant nor the Merchant Offers that they provide. PayWith has no liability for the goods or services underlying the transaction. All funding transactions in respect of your purchase of goods and services are final unless required by law or specified in the Store Gift Card Disclosure Statement.

7. Returns and Refunds

The Store Gift Card Disclosure Statement sets out the requirements for refunds of transactions made with the Store Gift Card that is not a Linked Card. If you seek to return goods and services or obtain a refund for goods and services purchased with a Linked Card, these Terms apply. At PayWith's option, your refund will be (a) credited to your Community Program Account in the form of Certificates; or (b) credited to the Funding Source that was charged to fund the purchase; or (c) credited to the Funding Sources that were charged to fund the purchase, in the amount of the charge to each Funding Source, less any applicable fees. Certificates may not be returned to you if they would have expired before the refund is processed. Merchant Offers may be non-refundable. To the extent that the value of any Certificate or Merchant Offer that you redeemed for that returned purchase was not deducted from the amount of the refund posted to another Funding Source, we may charge your Funding Source in the amount necessary to resolve the discrepancy. You authorize Bangor Savings Bank to make such charge to your applicable Funding Source for such purpose.

If you earned Points or a Merchant Offer on any purchase or transaction that you return or reverse, any Points or Merchant Offer you earned on that transaction will be removed from your Community Program Account.

8. Community Program Terms & Conditions

By linking your Store Gift Card to the Application, you are eligible to participate in the Community Program through the Application. The Community Program Terms & Conditions will govern your participation in the Community Program.

Use of a Linked Card allows you to accumulate "Points" in the Community Program when you make an eligible transaction with your Card with a Merchant. Linked Cardholders earn a minimum of one Point for every \$1.00 of Net Purchases made from a Merchant, using their Linked Card. In addition, certain promotions may be offered for purchases from specific Merchants that may enable Linked Cardholders to earn additional Points. "Net Purchases" means the amount of any eligible purchase of goods or services from a Merchant, excluding: 1) amounts paid with Points redeemed for Certificates; 2) refunds, returns and/or unauthorized transactions;

3) cash advances, balance transfers and convenience checks; 4) any transaction that is equivalent to a cash transaction, such as, but not limited to, the purchase of gift cards, stored value cards, wire transfers, money orders or casino gaming chips; 5) any fees for products that protect or insure the balances of your account; 6) the amount of any Merchant Offer applied to your eligible purchases from a Merchant; and 7) any other fees applied to your Linked Buoy Local Card or your Community Program Account.

Your ability to earn Points pursuant to the Community Program will be subject to your Community Program Account and your Linked Buoy Local Card being active and in good standing, as determined by PayWith. Additionally, if PayWith, in its sole discretion, has reason to suspect that any fraud or abuse has occurred in connection with the accrual of Points, your Points may be forfeited without notice or compensation to you.

A Certificate is required in order to use your Points to pay for a transaction with a Merchant. You may not use your Points at a Merchant unless you have redeemed your points for a Certificate. As you earn points in the Community Program, you will be eligible to receive Certificates to be used for future purchases at any Merchant. You can redeem your Points for Certificates by using the PayWith Application. Certificates expire if not redeemed within 180 days from their date of issue.

If you do not conduct a transaction using your Linked Card for a period of 180 days, your earned Points will be automatically converted into Certificates that expire 180 days from the date of conversion. We will advise you if this occurs by sending you a notification within the PayWith Application, and if you fail to redeem such Certificates within such 180 day period, the Certificates and associated Points will automatically expire and be forfeited.

If your Community Program Account is closed, cancelled or terminated, your membership in the Community Program may continue to exist separate from your closed, cancelled or terminated Account, however only the Community Program Terms will apply. If your membership is inactive, cancelled or expires and you later use your Account, your membership automatically will be reinstated but forfeited Points will not be reinstated.

The Community Program is offered by PayWith, and PayWith reserves the right to cancel, modify, restrict, waive or terminate the Community Program, your participation in the Community Program or any aspect thereof at any time without prior notice.

9. Funding Sources and Payments

a. General. When you make a purchase with a Merchant using your Linked Card, you authorize Bangor Savings Bank to charge or debit your available Funding Source(s), up to the amount of the transaction, as set forth in Section 9(c). The PayWith Application is not itself a Funding Source or access device that can be used to make transactions with Merchants' points of sale.

b. Funding Sources

The following Funding Sources may be made available to you, or linked to your Community Program Account by you, as set forth below, to fund transactions using your Linked Card.

Store Gift Cards. When you link your Store Gift Card to the Application by creating a Community Program Account, you will continue to be able to access your Gift Card Funds for transactions using the Store Gift Card at Merchants' points of sale. You may also link a new Store Gift Card to your Community Program Account using the PayWith Application. If you link a new Store Gift Card to your Account, you will no longer be able to transact using any other Store Gift Cards that were previously linked to your Community Program Account and those Store Gift Cards will no longer be linked to any other Funding Sources. The Store Gift Card most recently linked to your Community Program Account will be able to access all Gift Card Funds for Store Gift Cards previously linked to your Community Program Account, and may be used to access other Funding Sources you link to your Community Program Account.

Points, Merchant Offers, Certificates, and Rewards Credit. If you register for the Community Program you may receive Points and Merchant Offers from our Merchants, as set forth in Section 8. To the extent Points and Merchant Offers are redeemable for Certificates or usable as Rewards Credit at one or more of our Merchants, they will constitute a Funding Source for purchases at such participating Merchant(s) using your Linked Card. Points, Merchant Offers, Certificates and Rewards Credit are offered for rewards and promotional purposes only, are not redeemable for cash, and may only be used to purchase goods or services from a Merchant using your Card.

Authorized Funding Source. We may allow you to link one of your personal credit or debit cards to use as a Funding Source. The linked payment card must be either a valid U.S. credit card accessing a personal line of credit issued by a U.S. financial institution, or a valid U.S. debit card accessing an eligible consumer checking, savings or other ACH-enabled bank account, issued by a financial institution (each an "Authorized Funding Source"). You may not link a prepaid card or gift card (other than a Store Gift Card) as an Authorized Funding Source. We reserve the right to change the type or number of payment cards that are eligible to be linked Authorized Funding Sources at any time.

In order to link an Authorized Funding Source, you will need to provide the information required by the verification process outlined on our PayWith Website or in the PayWith Application. Once you have successfully linked an Authorized Funding Source to your Linked Card, the funds available in that Authorized Funding Source will be available for purchases using your Linked Card, subject to applicable transaction limitations set forth in these Terms or by the financial institution that holds or issues your Authorized Funding Source.

By linking an Authorized Funding Source, you authorize Bangor Savings Bank to debit or charge the Authorized Funding Source when you use your Linked Card to make a transaction at a Merchant, up to the total amount of the transaction, as set forth in Section 9(c). You may remove your Authorized Funding Source from your Community Program Account at any time using the PayWith Application.

c. Payment Authorization. By using your Linked Card to make a purchase at a Merchant, you authorize Bangor Savings Bank to debit or charge any available Funding Source for up to the purchase price of the transaction plus applicable fees, if any.

You are responsible for ensuring there are sufficient funds or sufficient available credit in your Funding Source Account to complete the transaction. If your Authorized Funding Source does not have sufficient available credit or funds to cover the amount of the transaction, the transaction may be declined, it may cause you to exceed your credit limit, and/or it may access any overdraft line of credit or other overdraft feature you have on your Authorized Funding Source, and you may be charged a fee or finance charge in accordance with the terms and conditions governing your Authorized Funding Source and its overdraft, over-the-limit, or credit features. You are solely responsible for repaying the financial institution that holds your Authorized Funding Source for any overdrafts and applicable interest or fees that occur as a result of a transaction made using your Linked Card.

d. Order. When you make a transaction at a Merchant using your Linked Card, funds will be deducted from the available Funding Sources linked to your Community Program Account in the following order: (1) first, by applying any available Merchant Offers specific to that Merchant; (2) second, by applying any available Merchant Offers available at all Merchants; (3) third, by applying any Certificates received from converted Points from earliest expiring to latest; (4) fourth, by applying any available Gift Card Funds; and (5) last, by charging your Authorized Funding Source, if any.

If we permit you to link more than one Authorized Funding Source to your Community Program Account, you may use the Application to select the Authorized Funding Source you would like to use to make a transaction with your Linked Card, but you may not “split” transactions between two Authorized Funding Sources. If you do not have sufficient funds or available credit to complete the transaction with your Authorized Funding Source, or if the issuer of your Authorized Funding Source declines the transaction for any other reason, the transaction may be declined, or it may be charged to any other Authorized Funding Source you have on file. You authorize Bangor Savings Bank to charge such transactions to any Authorized Funding Source linked to your Community Program Account in the amount of the transaction plus applicable fees, if any.

e. Transaction Limits. Your Linked Card is subject to certain transaction limits that may differ from the transaction limits that are generally applicable to your Funding Sources. Currently your Linked Card has a per transaction limit of two thousand dollars (\$2,000.00) and a daily limit of two thousand dollars (\$2,000.00). We may change these transaction limits at any time without notice to you, unless required by law. Transaction limits imposed by us or by the financial institution that issues your Authorized Funding Source may affect your ability to make transactions with your Linked Card, even if any of your Funding Sources has an available balance or available credit. Any transaction limits set by us or by a financial institution that holds your Funding Source(s) may be modified at any time. Transaction limits set by us may be affected by several factors, including without limitation, our assessment of the risk associated with your Account and the Services generally, the information you provide, our ability to verify your account information, and requirements of law. You agree not to use your Linked Card in a

manner that would cause you to exceed any transaction limit set by the financial institution that issued your Authorized Funding Source. If you do or attempt to do so, your transaction may be declined.

In addition to transaction limits, and subject to applicable law, we may delay, suspend, limit or reject transactions on your Linked Card to the extent and for a period of time we deem necessary to protect us or other users including without limitation if (a) we, our partners, or our service providers are subject to financial, legal, or regulatory risk, (b) you have violated any term of this Agreement or applicable law, (c) any dispute exists involving your Linked Card or transactions conducted with your Linked Card, (d) needed to protect the security of our systems or the systems of our partners or our service providers, (e) we suspect the transaction is unauthorized, fraudulent, suspicious or unlawful, or (e) required by law, court order, or payment network rules, or if otherwise requested by law enforcement, any governmental entity, or payment network.

When a payment is authorized on your Linked Card or an additional Funding Source has been linked to your Linked Card, we will update your activity in the PayWith Application and provide you a transaction confirmation. The confirmation will serve as your receipt. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your Linked Card, your Account and your use of the Services and (b) reconciling and monitoring all transaction and other activity on your Linked Card or in respect of your Account.

Except for our limited role in processing payments that you authorize or initiate using your Linked Card, we are not involved in any underlying transaction between you, any other user, or any Merchant. We are not a bank and do not offer banking services. We may use the services of one or more third parties to provide the Services and process your transactions (each a "Processor"). We are not a selling agent in connection with any sale or purchase by you of goods or services to any person. We have no control over and disclaim all responsibility for the quality, fitness, safety, reliability, legality, or any other aspect of any good or service that you may purchase or sell using the Store Gift Card, Linked Card or the Service.

You agree that you will at all times adhere to all law applicable to your use of the Service. Without limiting the foregoing, you may not act as a payment intermediary, aggregator or service bureau or otherwise resell the Service on behalf of any third party, including without limitation the handling, processing, and transmission of funds for any third party.

You agree that if you transact in a manner that violates the Store Gift Card Disclosure Statement we reserve the right to process the transaction utilizing any Authorized Funding Source without further notice to you.

10. Account Security

The use of your Linked Card does not require your signature, PIN or any other point-of-sale identity verification or security feature. The primary security feature of Your Linked Card is the ability to lock or unlock the Linked Card using the PayWith Application. While this feature will not absolutely prevent unauthorized use of Your Linked Card, using the locking feature

diligently and correctly will reduce the potential for unauthorized use of your Linked Card. You should familiarize yourself with the locking feature and lock your Linked Card at all times except when you are using it.

11. Lost or Stolen Store Gift Cards and Linked Cards; Unauthorized Transactions; Error Resolution:

a. Lost or Stolen Store Gift Cards and Linked Cards

If you believe your Linked Card has been lost or stolen, or if you think there have been unauthorized transactions or errors, tell us AT ONCE by calling us at 1-877-BANGOR1 x1290 (1-877-226-4671 x1290) or writing to us at P.O. Box 930, Bangor, Maine 04402, and lock the Linked Card using the PayWith Application IMMEDIATELY. Telephoning is the best way of keeping your possible losses down. If you use a debit card accessing a deposit account as an Authorized Funding Source ("Authorized Debit Card"), you could lose all the money in the associated Funding Source Account (plus your maximum overdraft line of credit). If you tell us within four (4) Business Days after you learn of your loss or theft of your Linked Card, you can lose no more than \$50 from that Funding Source Account if someone used your Linked Card without your permission. If you do not tell us within four (4) Business Days of learning of the loss or theft of your Linked Card or Credentials, and we can prove we could have stopped someone from using your Linked Card without your permission had you told us, you could lose as much as \$500 from that Funding Source Account.

Also, if your statement issued by your financial institution shows Linked Card transactions that you did not make, tell us at once. If you do not tell us within 90 days after the statement was mailed to you, and the transaction was funded by an Authorized Debit Card, you may not get back any money you lost from the associated Funding Source Account after the 90 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Bangor Savings Bank may ask for the Linked Card number and other identifying details. Bangor Savings Bank may not be able to assist you if you do not have the Linked Card number. Bangor Savings Bank may require you to change your Credentials. Bangor Savings Bank may also freeze or cancel your Linked Card and your funds will be temporarily unavailable until you activate your replacement Store Gift Card. A replacement Store Gift Card may take up to thirty (30) days to process. When you receive the replacement Store Gift Card, you must activate it and use the PayWith Application to link it to your Community Program Account in order to use it as a Linked Card.

If a Store Gift Card is lost the terms of the Store Gift Card Disclosure Statement shall also apply.

b. Unauthorized Transactions that Charge a Credit Card

If you believe that an unauthorized transaction has been made using your Linked Card without your permission and that transaction was funded by an Authorized Funding Source that is a

credit card, **PLEASE CONTACT THE ISSUER OF YOUR CREDIT CARD IMMEDIATELY.** In addition, please tell us **AT ONCE** by calling us at **1-877-BANGOR1 x1290 (1-877-226-4671 x1290)** or writing to us at **P.O. Box 930, Bangor, Maine 04402, and lock the Linked Card using the PayWith Application IMMEDIATELY.** Your credit card issuer will determine whether you are liable for the amounts charged to your credit card. Failure to contact your credit card issuer may result in your liability for any amount posted to your credit card account as a result of the unauthorized transaction, and any finance charges and fees that accrue on that amount. Federal law, credit card network rules, and your cardholder agreement with the issuer of your credit card will determine your liability for any financial losses.

c. Error Resolution and Unauthorized Debit Transactions

ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR LINKED CARD THAT DEBIT AN AUTHORIZED DEBIT CARD MUST BE DIRECTED TO US AND NOT TO THE BANK OR FINANCIAL INSTITUTION WHERE YOU HAVE YOUR AUTHORIZED FUNDING SOURCE ACCOUNT. We are responsible for your Linked Card and for resolving errors in transactions made with your Linked Card that charges an Authorized Debit Card.

We will not send you a periodic statement listing transactions that you make using your Linked Card. The transactions will appear on the statement issued by your bank or other financial institution. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR LINKED CARD, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION AND YOUR TRANSACTION RECORD WITHIN THE PAYWITH APPLICATION.** If you have any questions about one of these transactions, call or write EML Payments Ltd. at 1-844-806-8733 or Card Services, 1221 W. 103rd Street, #256, Kansas City, Missouri 64114.

IF YOUR LINKED CARD IS LOST OR STOLEN, NOTIFY US AT ONCE by calling or writing to us at **1-877-BANGOR1 x1290 (1-877-226-4671 x1290)** or **P.O. Box 930, Bangor, Maine 04402.**

In Case of Errors or Questions About Linked Card Transactions Funded by Authorized Debit Cards: Telephone us at **1-877-BANGOR1 x1290 (1-877-226-4671 x1290)** or write us at **P.O. Box 930, Bangor, Maine 04402** as soon as you can, if you think a Linked Card transaction that appears on the statement provided by your financial institution, or a receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 90 days after the **FIRST** statement on which the error or problem appeared was sent to you.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 Business Days to do this, we will credit your account 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.

d. Liability for our Failure to Complete Transactions Funded by Authorized Debit Cards

If we do not complete a transaction you make on your Linked Card that accesses an Authorized Debit Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in the selected Funding Source to make the transfer. (2) If the transaction would cause you to exceed your available balance or overdraft line of credit limit on the Funding Source. (3) If a payment terminal was not working properly and you knew about the breakdown when you started the transaction. (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. (5) There may be other exceptions stated in our agreement with you.

12. Dormant Accounts

If there is no activity (as determined by us) on your Linked Card for the period of time set forth in the applicable unclaimed property laws and you have a balance in your Gift Card Funds, we may notify you by sending an email to your registered email address and give you the option of keeping your Community Program Account open and maintaining the balance of Gift Card Funds or using the balance of Gift Card Funds as permitted by this Agreement. We may also provide notice via U.S. mail. If you do not respond to our notice(s) within the time period specified in the notice(s), we will automatically close your Community Program Account and send your balance of Gift Card Funds as required by your state of residency as determined from your primary address. As required by applicable law, any other value remaining in your dormant Buoy Local Account for the time period set forth in the applicable unclaimed property laws with or without notice to you.

If you do not conduct a transaction using your Linked Card for a period of 180 days, your earned Points may be converted into Certificates, as further described in Section 8 above.

13. Third Party Content and Links to Other Web Sites

The PayWith Application and any Merchant Offers may contain third party content and links to third party apps and web sites that are completely independent of the PayWith Application and PayWith Website. Merchant Offers, third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by PayWith. Moreover, PayWith is not responsible for any Merchant Offers or any third-party content, information, apps or websites, or the products or services offered or sold in connection with or through any Merchant Offers or third-party content, information, apps or websites and you assume sole responsibility for the use of any Merchant Offers or third-party content, information, apps or websites. Any agreements, transactions, or other arrangements made between you and the Merchants or other third parties are made solely at your own risk. When you click on a third

party link, you will leave the PayWith Application. Any personal information you submit on a third party website or third party application will not be collected or controlled by PayWith but will be subject to the privacy notice or terms of use of the third-party site. Please review the privacy policy and terms of use of the third party website or third party application for more information on the third party's privacy practices.

14. Third Party Terms and Conditions; PayWith Policies

This Agreement supplements and incorporates (a) the terms and conditions of any site from which you download the Application; including Apple App Store or Google Play; ("Third Party Terms"); (b) the Store Gift Card Disclosure Statement; (c) E-Sign Consent; and (c) other PayWith policies that we notify you of and which are posted on the PayWith Website.

15. Email and SMS Communications and Push Notifications

By signing up for a Community Program Account using the Application, you agree to receive promotional email, SMS and in-application communications from PayWith. You agree we may call you or send you SMS messages using an automatic dialing system or automatic texting system. You may, at the time of sign up, opt out of receiving Email and SMS Communications. You may also opt out of receiving Email and SMS Communications anytime by adjusting your profile settings in your Account using the PayWith Application.

Similarly, upon download of the PayWith Application, you are provided the option to opt into receive push notifications from PayWith on your device and within the PayWith Application. This may include promotional communications, offers, and system messages pushed to the device or within the PayWith Application mailbox ("Push Notifications"). You may, at any time following download of this PayWith Application, opt out of receiving Push Notifications by type by adjusting the settings within the PayWith Application, or within the Device's settings application to completely opt out of Push Notifications. Opting out of Push Notifications will not affect your settings with respect to Email or SMS Communications.

16. Mobile Use

We offer mobile applications as a fast and easy way for our users to access our Services. Our mobile applications may include the ability to access the Services and upload content to the Services, receive content from the Services and download data and applications to your wireless device (collectively, "Mobile Features"). Standard messaging, data, and other fees may be charged by your carrier to participate in the Mobile Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance with your wireless carrier. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or device. You should check with your carrier to find out what plans are available and how much they cost or any other questions regarding these carrier-related issues. By using the Mobile Features, you agree that we may communicate with you regarding the Services by text message or other electronic means to your mobile device, except to the extent that you have opted out of certain methods of communication in accordance with these Terms.

17. Acceptable Use

Your use of the Application, any Content, and any information provided by you including unique ID, user names and passwords, addresses, email addresses, phone number, financial information (such as credit card numbers), information related to a debit card or Authorized Funding Source, employer name, or GPS location (“User Information”) transmitted in connection with the Application is limited to the contemplated functionality of the Application. In no event may the Application be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) uses technology or other means to access the PayWith Website or Content that is not authorized by PayWith; (d) uses or launches any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the PayWith Website or Content; (e) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (f) attempts to gain unauthorized access to the PayWith Website or PayWith Application, PayWith’s computer network or user accounts; (g) encourages in conduct that would constitute a criminal offense or that gives rise to civil liability; (h) violates these Terms, Third Party Terms, applicable laws, or payment network rules; (i) attempts to damage, disable, overburden, or impair the PayWith Application, PayWith Website, PayWith servers or networks; (j) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or (k) fails to comply with applicable Third Party Terms (collectively “Acceptable Use”). PayWith reserves the right, in its sole discretion, to terminate any User License, terminate the Services, remove Content, or assert legal action with respect to Content or use of the Application or the Services, that PayWith reasonably believes is or might be in violation of these Terms, Third Party Terms, applicable laws, payment network rules, or PayWith policies including the Store Gift Card Disclosure Statement. PayWith’s failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms. PayWith requests that you not use the PayWith Application, while driving.

18. Indemnification

You agree to indemnify, defend and hold PayWith, the Merchants and each one’s business partners (including without limitation MetaBank and Bangor Savings Bank), service providers, employees, contractors, successors, assignees, staff and affiliates (“Indemnitees”) harmless from any liability, loss, claim and expense, including reasonable attorneys’ fees and expenses, related to either your violation of these Terms or your misuse of the Services or the PayWith Application. You will indemnify and hold the Indemnitees harmless from and against any claim, suit or proceeding brought against us arising from or in connection with your violations of copyright or other intellectual property or other rights of us or the Merchants by you.

19. Disclaimer; No Warranty

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PAYWITH APPLICATION AND THE SERVICES ARE PROVIDED SOLELY ON AN "AS IS," AND "AS AVAILABLE BASIS" AND WE MAKE NO REPRESENTATIONS OR WARRANTIES,

WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE NATURE, QUALITY, OR AVAILABILITY OF THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PAYWITH, THE MERCHANTS AND EACH ONE'S THIRD PARTY PROVIDERS EXPRESSLY DISCLAIM ANY WARRANTIES THAT (A) ANY WEBSITES, MOBILE APPLICATIONS OR THE SERVICES WILL ALWAYS BE AVAILABLE, SAFE, SECURE OR OPERATE ERROR-FREE, (B) THAT THE SERVICES, THE PAYWITH APPLICATION OR THE MERCHANT OFFERS WILL BE FREE OF ERRORS, OMISSIONS OR MISPLACEMENTS, OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE SERVICES, THE PAYWITH APPLICATION OR ANY MERCHANT OFFERS WILL BE CORRECTED, (C) THE OPERATION OR USE OF THE SERVICES OR THE PAYWITH APPLICATION WILL BE TIMELY, UNINTERRUPTED, RELIABLE OR ERROR-FREE; OR (D) THE SERVICES, THE PAYWITH APPLICATION OR ANY MERCHANT OFFERS WILL MEET YOUR REQUIREMENTS.

NO STATEMENT, EITHER ORALLY OR IN WRITING, MADE BY ANY OF OUR OFFICERS, EMPLOYEES OR AGENTS WILL VARY THE PROVISIONS OF THIS SECTION 19.

20. Limitation of Liability

IN NO EVENT WILL WE OR OUR SERVICE PROVIDERS OR BUSINESS PARTNERS (INCLUDING BUT NOT LIMITED TO BANGOR SAVINGS BANK) BE LIABLE OR OBLIGATED TO YOU OR ANY THIRD PARTY IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES ON ACCOUNT OF LOST PROFITS, LOST REVENUES OR FAILURE TO REALIZE ANTICIPATED BUSINESS BENEFITS, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF A LINKED BUOY LOCAL CARD, THE PAYWITH APPLICATION OR OUR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER OCCURRING IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGES MAY HAVE BEEN INCURRED. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, THE USE OF A STORE GIFT OR LINKED CARD, THE PAYWITH APPLICATION OR OUR SERVICES EXCEED THE AMOUNT OF PAID BY YOU TO US DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, IF ANY, OR ONE HUNDRED US DOLLARS (US\$100), WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY.

21. Intellectual Property Rights

The content in the PayWith Application and in Merchant Offers is protected by applicable intellectual property laws and all Content (as defined below) is owned by PayWith or used by PayWith under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials in the PayWith Application and the Merchant Offers, and the images, graphics, animation, tools, widgets, applications, commercials, videos, music, sounds, articles, copy, creative materials, photos, trademarks, service marks, trade names, and logos, and other materials and information in the PayWith Application and the Merchant Offers are subject to the intellectual property rights of PayWith, its subsidiaries and affiliates, and their respective licensors and licensees (collectively "Content"). These materials may not be copied, reverse engineered, decompiled, disassembled, modified, reposted to other web sites, framed, deep linked to, changed, or otherwise distributed, redistributed, licensed, sublicensed or transferred in any form by you. Nothing contained in the PayWith Application and the Merchant Offers shall be construed as granting, by implication, estoppel or otherwise, any license or right to make commercial use of any PayWith trademark, intellectual property right or copyrighted material without PayWith's prior written permission. The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") displayed in the PayWith Application and the Merchant Offers are Trademarks of PayWith, the Merchants, and its third-party alliance partners, as applicable. Nothing contained in the PayWith Application and the Merchant Offers should be construed as granting by implication or otherwise, any license or right to use any Trademark displayed in the PayWith Application or the Merchant Offers without the written permission of PayWith or such Merchant or third party that may own the Trademark.

Any violation of this section 21 will be subject to PayWith's or such Merchant's or third party's full legal rights and remedies.

22. Your Privacy and Data

Our privacy policy ("Privacy Policy"), which can be found here: legal.paywith.com/us/privacy, explains how we treat your personal data and information and protect your privacy when you use a Linked Buoy Local Card, the PayWith Application and our Services. The Privacy Policy is incorporated herein by reference and it is your obligation to ensure that you have read and understand our Privacy Policy. By using our Services, you agree that we can use your data in accordance with our Privacy Policy.

23. Termination and Suspension

PayWith may terminate the Services and/or your use of the PayWith Application at any time without notice to you if we, in our sole discretion, believe: (a) you are in violation of these Terms or our Privacy Policy; (b) doing so may prevent financial loss to us or to you; (c) your use thereof relates to fraudulent or illegal acts; or (d) your use of the PayWith Application or the

Services presents a security, financial, legal, or regulatory risk to PayWith or its service providers.

We may deny or cancel any transaction at any time if we, in our sole discretion, believe: (a) the transaction violates these Terms or our Privacy Policy; (b) doing so may prevent financial loss to us or to you; (c) the transaction results from or relates to fraudulent or illegal acts; or (d) that your Linked Card has been lost or stolen or any password has been compromised.

We may temporarily suspend or block the use of your Linked Card generally so that it cannot be used to make a purchase if we, in our sole discretion, believe: (a) your use of the Linked Card or the PayWith Application or the Services violates these Terms or our Privacy Policy; (b) doing so may prevent financial loss to us or to you; (c) the transaction results from or relates to fraudulent or illegal acts; or (d) that your Linked Card has been lost or stolen or any password has been compromised.

Your financial institution that holds any Authorized Funding Source linked to your Account or the PayWith Application may terminate the use of your Authorized Funding Source (a) if your use of the Authorized Funding Source in connection with our Services violates these Terms or any terms and conditions to which your Authorized Funding Source is subject; (b) if your use of the Authorized Funding Source is in violation of applicable law or payment network rules; (c) to protect the security of your financial accounts; (d) to protect the financial institution's systems from security or legal risk; or (e) to otherwise prevent financial loss to you, us, or the financial institution.

24. Amendments

We may modify these Terms or our Privacy Policy at any time and from time to time. Changes will not apply retroactively and will become effective fifteen (15) days after we have sent you notice of such modifications or posted them on the PayWith Website or within the PayWith Application. However, changes addressing new functions for a Service or changes made for legal reasons may, at our option, be effective immediately. Your continued use of the PayWith Application or the Services, after changes to these Terms or our Privacy Policy have become effective constitutes your acceptance of such changes. If you don't agree to any changes to these Terms or our Privacy Policy, you'll have to terminate or suspend, and stop using, the Services and the PayWith Application.

25. Additional Terms

The communications between you and PayWith may use electronic means. You agree that publishing notices on our PayWith Website shall constitute valid communication to you. It is your responsibility to visit the PayWith Website on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policy. You can always find the most recent, updated versions of these Terms and the Privacy Policy on PayWith's Website.

Communications sent to you electronically or posted to our website shall be considered received by you within 24 hours of the time posted or sent.

These Terms together with the PayWith Privacy Policy will be interpreted, construed and governed exclusively in all respects in accordance with the laws of the State of Delaware, United States of America, excluding its conflict of law rules. PayWith and you each irrevocably attorns and submits to the exclusive jurisdiction of the courts of the State of Delaware, United States of America with respect to any dispute arising as a direct or indirect consequence of this Agreement or the Applicable Services Terms & Conditions.

In the event of any conflict between these Terms and the PayWith Privacy Policy the PayWith Privacy Policy shall prevail.

Sections 8, 12, 18 through 22, inclusive, and this section 25 of these Terms will survive any termination or suspension of these Terms, indefinitely.

These Terms were written in English (US). To the extent any translated version of these Terms conflicts with the English version, the English version controls.

E-SIGN CONSENT

Last updated: December 3, 2019

PayWith Worldwide Inc. and its affiliates and third-party service providers, Bangor Savings Bank, and MetaBank ("We", "Our" and "Us") may need to provide you with, and obtain your acceptance of, certain communications, notices, terms, conditions, agreements, documents, or disclosures ("Documents") in writing regarding our products and/or services and the MetaBank Buoy Local Gift Card and account ("Services"). The federal Electronic Signatures in Global and National Commerce Act and certain state laws allow us to provide this information to you electronically with your prior consent. Before you use the Services, you must review and consent to the terms outlined below.

Your agreement to this E-sign Consent confirms your ability and consent to receive Documents electronically, rather than in paper form, in our relationship with you ("Consent"). If you choose not to agree to this Consent or you withdraw your Consent, you may be restricted from using the Services.

1. Electronic Delivery of Documents

We may provide all Documents electronically by email, text message, or by making them accessible via Our websites or applications. Documents include, but are not limited to, (1) agreements and policies required to use the Services (e.g. this Consent, Our Consumer Terms & Conditions, Our Privacy Policy and the MetaBank Privacy Policy), (2) payment authorizations and transaction receipts or confirmations, and (3) account statements and history.

2. SYSTEM REQUIREMENTS

To access and retain electronic Documents, you will need the following:

- A computer or mobile device with Internet or mobile connectivity;
- For website-based Documents, a current web browser that includes 128-bit encryption. Minimum recommended browser standards are Microsoft Internet Explorer version 8.0 and above, Mozilla Firefox current version, Apple Safari current version, or Chrome current version. The browser must have cookies enabled;
- For application-based Documents, a mobile phone utilizing the most current version of the iOS or the most current or one prior version of the Android operating system and that supports text messaging, downloads, and applications from the Apple App Store or Google Play store;
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader);
- Sufficient storage space to save Documents and/or a printer to print them if you wish to store or print them; and
- If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must whitelist and unblock messages from the paywith.com domain in your spam filter.

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic Documents. Continuing to use the Services after receiving notice of the change is the reaffirmation of your Consent.

We will not assume liability for non-receipt of notification of availability of electronic Documents in the event your mobile number, email address or other contact information on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity and/or software; or for other reasons beyond Our control.

3. Paper Delivery of Documents

If a Document is not available in electronic form, a paper copy will be provided to you at no charge. Additionally, if we have provided Documents to you electronically, you may request those Documents in paper form. To request a paper copy of such Documents at no charge, please write to PayWith Worldwide Inc., 100 - 200 Granville St. Vancouver, British Columbia, Canada V6C 1S4, Attn: Customer Support - Legal ("PayWith Address") within 180 days of the date of delivery of the electronic Documents, specifying in detail the Documents you would like to receive.

4. Withdrawing Your Consent to Electronic Documents

You may withdraw your Consent to receive electronic Documents in our relationship with you at any time, by writing to the PayWith Address. However, withdrawal of your Consent to receive electronic Documents in our relationship with you will result in termination of your access to the Services. Any withdrawal of your Consent will be effective after a reasonable period of time for processing your request.

5. How to Update Your Records

It is your responsibility to provide Us with true, accurate and complete mobile number, e-mail address, contact, and other information related to the Services, and to maintain and update promptly any changes in this information. You can update information within the PayWith Application, by calling us at 1-855-729-9484, or by writing to us at the PayWith Address.

6. Consent and Acknowledgement

By switching the toggle indicating "I accept the E-Sign Agreement" and click the "Next" button at the bottom of the page, you are acknowledging that (1) you consent to the electronic delivery of Documents and to the use electronic records, and (2) you are able to download or print a copy of the Documents all as set out above.