

GIFT CARD
Buoy Local® Gift Card Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: Buoy Local, P.O. Box 930, Bangor, Maine 04402
Website: www.BuoyLocal.com
Phone Number: 1-833-BANGOR5 (1-833-226-4615)

IMPORTANT NOTICES:

- (1) Give this document to the recipient of the gift card for any future questions or issues.
- (2) Please read carefully. This agreement contains an Arbitration and Dispute Clause requiring all claims to be resolved by way of binding arbitration unless you opt out promptly.
- (3) Always know the exact dollar amount available on your card. Merchants may not have access to determine your card balance.
- (4) **THIS CARD IS DESIGNED TO BE USED WITH THE BUOY LOCAL APP. IN ORDER TO USE THIS CARD, YOU MUST DOWNLOAD THE BUOY LOCAL APP ON YOUR MOBILE DEVICE, CREATE AN ACCOUNT, AND REGISTER THIS CARD TO YOUR ACCOUNT. YOU CANNOT USE THIS CARD UNTIL IT IS REGISTERED.**

Fees and Expiration

Lost/Stolen Card Replacement Fee: Up to \$5.00

Replacement Card at Expiration: There is no additional cost to obtain a replacement Card due to expiration.

This Cardholder Agreement (“Agreement”) sets forth the terms and conditions under which a Buoy Local Gift Card (“Card”) has been issued to you by Bangor Savings Bank. By accepting and using this Card, signing the back of the Card, activating the Card, or authorizing any person to use the Card, you agree to be bound by the terms and conditions contained in this Agreement. In this Agreement “**You**” and “**your**” mean the person or persons who have received the Card and are authorized to use the Card. “**We**,” “**us**,” and “**our**” mean collectively, Bangor Savings Bank, a savings bank chartered by the State of Maine, member FDIC, and its divisions or assignees, and also includes, unless otherwise indicated, our agents and representatives..

“**Buoy Local Program**” is the loyalty program through which you may earn rewards for using your Card. “**Buoy Local App**” means the mobile application which you must download on your mobile device and use to create a Buoy Local account (“Account”) and register your Card in order to use your Card for purchases and to participate in the Buoy Local Program. You may also use the Buoy Local App to locate participating merchants, manage the payment methods linked to your Card, and lock and unlock your Card. Participation in the Buoy Local Program and use of the Buoy Local App and the additional Card features accessed through the Buoy Local App are

subject to the Buoy Local Program Consumer Terms and Conditions (“**Buoy Local Program Agreement**”).

You should sign the back of the Card immediately upon receipt. The Card may be canceled or revoked at any time without prior notice, subject to applicable law. Please read this Agreement carefully and keep it for future reference. This Agreement applies to both the purchaser and any other user of the Card. It is the purchaser’s obligation to provide these terms and conditions to any user; however, new terms and conditions may be provided, or any other questions or concerns answered, by contacting Customer Service.

1. ABOUT YOUR CARD

The Card is a prepaid gift card loaded with a specific amount of funds, redeemable to buy goods and services at participating merchants **ONLY**. The Card is **NOT** a credit card. The Card is not a checking account. The Card accesses a stored value account where your funds are held. If you have registered your Card, the funds that were loaded onto the Card at the time of its initial purchase will be insured by the Federal Deposit Insurance Corporation (“**FDIC**”) until those funds are depleted, subject to applicable limitations and restrictions of such insurance. In order to activate and use your card, you must download the Buoy Local App, create an Account, and register your Card to your Account.

2. USING YOUR CARD

a. Accessing Funds and Limitations

You may use your Card at participating merchants only. (For a list of participating merchants, visit www.BuoyLocal.com). Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction. Your Card cannot be: (1) redeemed for its cash value; (2) used to obtain cash in any transaction; (3) used for illegal transactions; or (4) used to make foreign transactions. For security reasons, we may limit the amount or number of transactions you can make on your Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. **YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD OR THE AVAILABLE FUNDS ON ANY FUNDING SOURCE TO WHICH THE CARD IS LINKED USING THE BUOY LOCAL APP.** If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds available on your Card occurs due to a systems malfunction or otherwise, you will remain fully liable to us for the amount of the transaction. If you do not have enough funds available on your Card, you may be able to instruct the merchant perform a “split transaction” to charge part of the purchase to the Card and pay the remaining amount with another form of payment.

Your card is valid in the U.S. only. It cannot be used at merchants outside of the United States, including internet and mail/telephone order merchants outside of the United States. We may impose additional limits on the type, amount, and frequency of transactions you may make using your Card from time to time, with or without notice to you, except as prohibited by applicable law.

b. Loading the Card

When you purchase your Card, your Card will be loaded with funds in the amount that you purchase. You may not add and store additional funds on the Card. However, you may use the Buoy Local App to link your US Issued credit or debit payment card (“Authorized Funding Source”) to the Card. If you do so and make a transaction using your Card, the purchase will be funded by charging your Authorized Funding Source. Card transactions funded by an Authorized Funding Sources are subject to the additional terms and conditions in the Buoy Local Program Agreement.

Registering your Card in the Buoy Local App constitutes acceptance of the Buoy Local Program Agreement. Subject to the terms and conditions in the Buoy Local Program Agreement, you may use the Buoy Local App to which includes the ability to fund Card transactions by (i) redeeming offers from merchants and points earned by using your Card; and (ii) Linking your eligible Authorized Funding Source to your Card in the Buoy Local App. When you add an Authorized Funding Source, you authorize us or our service provider to load your Card for up to the amount of the transaction each time you use your Card, by charging the Authorized Funding Source for that amount. See the Limits table below for limitations on amount and frequency for loads. You cannot arrange to have funds transferred directly to your Card from a third party through an ACH load. We will reject any loads that exceed the maximum balance allowed on your Card. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time.

Initial Load Limitations	Limit
Maximum Card balance at any time	\$250.00
Total number of times you can reload your Card	Unlimited; subject to Maximum Card balance and Maximum Daily Spend limitations
Spend Limitations with an Authorized Funding Source	Limit
Maximum transaction amount and Maximum Daily Spend amount across all transactions	\$2,000.00

c. Obtaining Card Balance Information

You may obtain information about the amount of money you have remaining on your Card at no charge by contacting Customer Service. This information, along with a 60-day history of Card transactions, is also available by visiting the Buoy Local App.

d. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card. However, if you pre-schedule a transaction using your Card, applicable law may permit you to cancel the transaction by giving us at least 3 Business Days’ notice prior to the scheduled transaction date. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed.

During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

e. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. Please see the Buoy Local Program Agreement for additional terms and conditions applicable to returns, and information on how returns may be credited back to your Card, Authorized Funding Source, or other funding source, as applicable.

f. Receipts

You may wish to retain receipts as a record of transactions. You may need a receipt in order to verify a transaction with us or the merchant.

3. REPLACEMENT CARD

If you need to replace your Card for any reason, please contact Customer Service. See the table above for applicable fees. Please note that your Card has a “Valid Thru” date on the back of the Card. You may not use the Card after the “Valid Thru” date. However, even if the “Valid Thru” date has passed, the available funds on your Card do not expire. You will not be charged a fee for replacement cards that we send due to expiration of the Card. Upon contacting us for any lost/stolen Card, your Card will be deactivated, and your funds may be temporarily unavailable until you activate your replacement Card.

4. COMMUNICATIONS

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You may opt out of certain of these communications by calling us at 1-833-BANGOR5 (1-833-226-6415) or emailing us at buoylocal@bangor.com. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

5. UNAUTHORIZED TRANSACTIONS

a. Contact Us Immediately

If you believe your 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 1-833-BANGOR5 (1-833-226-4615) or writing to us at P.O. Box 930, Bangor, Maine 04402, and lock the Card using the Buoy Local App IMMEDIATELY. Telephoning is the best way of keeping your possible losses down. We may not be able to assist you if you do not contact us within 4 business days of learning

of the loss or theft of your Card (or Buoy Local App credentials), or within 60 days of the unauthorized transaction. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** Upon contacting us, we may require you to change your Buoy Local App credentials. We may also freeze or cancel your Card and your funds will be temporarily unavailable until you activate your reissued Card. A reissued Card may take up to 30 days to process. When you receive the reissued Card, you must activate it and use the Buoy Local App to link it to your Buoy Local Program account in order to use it.

b. Additional Terms for Linked Funding Sources

Additional terms and conditions that apply to linked funding sources, including, but not limited to, any Authorized Funding Source, any Bangor Savings Bank deposit account, and/or any permissible deposit accounts at other financial institutions, are set forth in the Buoy Local Program Agreement.

6. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. Further, we will not be liable: (1) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; (2) If a merchant refuses to accept your Card; (3) If an electronic terminal where you are making a transaction does not operate properly; (4) If access to your Card has been blocked after you reported your Card lost or stolen; (5) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction; or (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; (8) For any other exception stated in our Agreement with you.

7. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card.

c. Business Days

Our business days are Monday through Friday, except for federal holidays, and any other holiday on which banks in Maine are permitted to be closed.

d. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

8. JURY TRIAL WAIVER

You and we acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this agreement. This jury trial waiver will not affect or be interpreted as modifying in any fashion the Arbitration and Dispute Clause set forth in the following section, which contains its own jury trial waiver.

9. ARBITRATION AND DISPUTE CLAUSE

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

Background and Scope.

Question	Answer
What is arbitration?	An alternative to court
In arbitration, a third party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.	
Is it different from court and jury trials?	Yes
The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.	
Can you opt-out of this Dispute Clause?	Yes, within 60 days
If you do not want this Dispute Clause to apply, you must send us a signed notice within 60 calendar days after you purchase the Card. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card number. State that you “opt out” of the dispute clause.	

What is this Dispute Clause about?	The parties' agreement to arbitrate Disputes
Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.	
Who does the Dispute Clause cover?	You, us and certain "Related Parties"
This Dispute Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.	
What Disputes does the Dispute Clause cover?	All Disputes (except certain Disputes about this Dispute Clause)
This Dispute Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Dispute Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Card or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Dispute Clause or any part of this Dispute Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.	
Who handles the arbitration?	Usually AAA or JAMS
Arbitrations are conducted under this Dispute Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Dispute Clause do not apply. The arbitration administrator will be either: (1) The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamadr.com; or (3) Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Dispute Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.	
Can Disputes be litigated?	Sometimes
Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.	
Are you giving up any rights?	Yes

For Disputes subject to this Dispute Clause, you give up your right to: (1) Have juries decide Disputes; (2) Have courts, other than small-claims courts, decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Join a Dispute you have with a dispute by other consumers; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.

Can you or another consumer start a class arbitration?	No
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The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Dispute Clause must be decided in an individual arbitration or an individual small-claims action. This Dispute Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court’s ruling is not reversed on appeal.

What law applies?	The Federal Arbitration Act (“FAA”)
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This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Dispute Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.

Will anything I do make this Dispute Clause ineffective?	No
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This Dispute Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.

Process.

Question	Answer
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute

Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.

How does an arbitration start?	Mailing a notice
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If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to

Question	Answer
	the terms of this Dispute Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes
	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited
	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.

Arbitration Fees and Awards.

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

This Card is issued by Bangor Savings Bank, Member FDIC.
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