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Consumer Terms and Conditions

(Buoy Local Program)

Last updated: SEPTEMBER 29, 2020

THESE CONSUMER TERMS AND CONDITIONS (BUOY LOCAL PROGRAM) (“AGREEMENT” OR “TERMS”) ARE A CONTRACT AMONG YOU (“YOU”, “YOUR” OR “USER”) AND BANGOR SAVINGS BANK, A MAINE BANKING CORPORATION (“WE”, “US”, “OUR”, or “BANGOR SAVINGS BANK”). THIS AGREEMENT GOVERNS YOUR USE OF EACH OF (A) THE SERVICES ASSOCIATED WITH YOUR LINKED BUOY LOCAL CARD, PROVIDED BY BANGOR SAVINGS BANK, (B) THE BUOY LOCAL MOBILE PAYMENT, WEB APPLICATIONS, AND NATIVE iOS AND ANDROID APPLICATIONS (COLLECTIVELY “BUOY LOCAL APPLICATION”) AND (C) THE SERVICES PROVIDED BY PAYWITH WORLDWIDE INC., A DELAWARE CORPORATION (“PAYWITH”) AS OUTLINED IN SECTION 3 (“SERVICES”). IN ORDER TO USE YOUR STORE GIFT CARD, YOU MUST DOWNLOAD THE BUOY LOCAL APPLICATION AND LINK YOUR STORE GIFT CARD. TO USE YOUR STORE GIFT CARD WITH THE SERVICES AND THE BUOY LOCAL 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 BUOY LOCAL APPLICATION AND YOU WILL NOT BE ABLE TO ACTIVATE AND USE YOUR STORE GIFT CARD. YOUR USE OF THE SERVICES OR THE BUOY LOCAL 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 BANGOR SAVINGS BANK PRIVACY POLICY LOCATED AT [INSERT LINK] AND THE PAYWITH PRIVACY POLICY LOCATED AT LEGAL.PAYWITH.COM/US/PRIVACY. THEREFORE, WHEN YOU ACCEPT THIS AGREEMENT, YOU ALSO ACCEPT THE PAYWITH PRIVACY POLICY AND BANGOR SAVINGS BANK PRIVACY POLICY. NOTE THAT THE STORE GIFT CARD IS ISSUED BY BANGOR SAVINGS BANK AND IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF STORE GIFT CARD DISCLOSURE STATEMENT, WHICH ARE INCORPORATED BY REFERENCE HEREIN.

1. Definitions

Capitalized terms have the meanings set forth in this Agreement. Terms not otherwise defined in this Agreement shall have the following meanings:

Buoy Bucks means (1) Gift Card Funds, and (2) promotional value created upon conversion of Points acquired in the Buoy Local Program and that can be utilized with a Merchant.

Buoy Local Application means the mobile application made available by Bangor Savings Bank and PayWith as specifically defined in the introduction to this Agreement.

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

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

Buoy Local Program Account or **Account** means an account created by you within the Buoy Local Application, which you have linked to a Store Gift Card.

Buoy Local Program Terms & Conditions means Section 8 of this agreement and any other provision of this Agreement, or other terms and conditions governing the use of the Buoy Local Program.

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 Buoy Local Card, including Gift Card Funds, Merchant Offers, Buoy Bucks, Rewards Credit, and funds available for use from any Authorized Funding Source that you link to your Buoy Local 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. Gift Card Funds will appear as and be treated as “Buoy Bucks” in the Buoy Local Application, except as otherwise provided herein.

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

Linked Buoy Local Cardholder means a User which owns a Store Gift Card, has linked their Store Gift Card to the Buoy Local 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 Buoy Local Program pursuant to the Merchant terms and conditions and has subscribed to the Merchant Marketing Program.

Merchant Marketing Program means a marketing program offered by Bangor Savings Bank to Merchants to market goods and services to Linked Buoy Local Cardholders by making Merchant Offers to Linked Buoy Local Cardholders.

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

PayWith Website means www.paywith.com.

Rewards Credit means the promotional value resulting from a Linked Buoy Local Cardholder's redemption of Buoy Bucks (other than Gift Card Funds) or a Merchant Offer that may be applied to pay for a transaction with a Merchant when using a Linked Buoy Local Card.

Services means the services provided or made available by Bangor Savings Bank, together with PayWith, as defined in the preamble and outlined in Section 3.

Store Gift Card means a physical prepaid Buoy Local branded gift card issued to a User by Bangor Savings Bank.

Store Gift Card Account means the account associated with your Store Gift Card, in which we hold 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 Buoy Local 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.

2. Eligibility and Registration

In order to use your Store Gift Card, you must download the Buoy Local Application, create a Buoy Local Program Account, and use the Buoy Local Application to link the Store Gift Card to your Buoy Local Program Account. To successfully download and use the Buoy Local Application you must hold a valid Store Gift Card and: (a) have a mobile device with internet connectivity and data plan which utilizes the current version of iOS or one (1) prior version, or the current Android operating system or one of the two (2) prior versions; (b) have a valid mobile phone number associated with a monthly mobile telephone and data plan; and (c) download the Buoy Local Application from the Apple App Store or Google Play.

The Buoy Local 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 Buoy Local Application. If the user is between the ages of 13 and 18 (or the age of majority in your state) he or she may only use the Buoy Local Application under the supervision of a parent or legal guardian who agrees to be bound by these Terms. By accepting these Terms, you represent and warrant that you are at least the age of majority in your state, and agree to be responsible for the use of your Account on the Buoy Local Application, whether by you or any other person you permit to use it, including a minor. You also 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 the Buoy Local Application, you will need to register for a Buoy Local Program Account. You agree to: (a) create only one Buoy Local Program Account; (b) provide accurate, truthful, current and complete information when creating your Buoy Local Program Account; (c) maintain and promptly update your Buoy Local Program Account information; (d) maintain the security of your Buoy Local Program Account by not sharing your password with others and restricting access to your Buoy Local Program Account and your mobile device; (e) promptly notify us by calling us at 1-877-BANGOR1 x1290 (1-877-226-4671 x1290) or writing to us via email at buoylocal@bangor.com if you discover or otherwise suspect any security breaches relating to the Buoy Local Application or your Buoy Local Program Account; and (f) take responsibility for all activities that occur under your Buoy Local Program Account and accept all risks of unauthorized access unless prohibited by law.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all U.S. financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open a Buoy Local Program Account, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your identifying documents.

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 Buoy Local 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 Buoy Local Program Account information promptly upon any change.

Your mobile telephone number and a password that you select will be used to access your Buoy Local Program Account and the Buoy Local 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, access keys, biometric information, and any other credentials you may use to access your Buoy Local Program Account 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 Buoy Local Program Account). If your Credentials are compromised, you must change your Credentials immediately and notify us immediately.

3. Services

Use of the Buoy Local Application shall be subject to these Terms. Linked Buoy Local Cardholders who have successfully downloaded the Buoy Local Application and linked it to their Store Gift Card will be able to use their Store Gift Card for purchases at Merchants, and will have access through the Buoy Local Application to the Services made available by us and PayWith in the Buoy Local Application, and data regarding their Linked Buoy Local Card, Buoy Local Program Account and transactions conducted on their Linked Buoy Local Card, all as determined by us from time to time. Such Services may include the ability to use the Buoy Local Application to earn Points, receive Merchant Offers from time to time, and link additional Funding Sources to the Linked Buoy Local Card as set forth in Section 9. We reserve the right to add or discontinue all or part of the Services at any time, with or without notice to you.

4. User License

Subject to these Terms, Bangor Savings Bank grants you a personal, nonexclusive, nontransferable, limited, and revocable, license to use the Buoy Local 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 Buoy Local Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Buoy Local Application or text, pictures, music, barcodes, video, data, hyperlinks, displays or other content associated with the Buoy Local Application (“Content”) is prohibited. These Terms and User License also govern any updates to, or supplements or replacements for, the Buoy Local Application unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

5. Merchant Participation and Offers

The Buoy Local Coalition consists of Merchants who subscribe to the Merchant Marketing Program. We are constantly working to grow the Buoy Local Coalition and therefore new Merchants 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 Buoy Local Application.

Merchant Offers are provided by Merchants only, and not by us or PayWith. Merchants Offers will be subject to certain terms and conditions and may change or be cancelled at any time without notice to you. We do 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. Neither we, PayWith, nor any of our respective agents, partners, or service providers will 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. Merchant Offers are valid only at the Merchant(s) that issues or participates in the Merchant Offer, their use may be limited to the purchase of specific goods and services, and may not be used to make purchases at other Merchants. Merchant Offers are not redeemable for cash.

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 and PayWith may share your Transaction Data, subject to PayWith’s Privacy Policy and Bangor Savings Bank’s Privacy Policy.

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. Neither we nor any of our service providers has any 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

If you seek to return goods and services or obtain a refund for goods and services purchased with a Linked Buoy Local Card, these Terms apply. Your refund will be credited to the Funding Source(s) that were charged to fund the purchase, in the amount of the charge to each Funding Source, less any applicable fees. For example, if you paid for a \$25.00 purchase using \$2 Buoy Bucks and \$23.00 charged to a personal credit card you authorized as a Funding Source, \$23.00 will be refunded to your credit card, and \$2 Buoy Bucks will be returned to your Buoy Local Program Account. Buoy Bucks may not be returned to you if they would have expired before the refund is processed. The Buoy Bucks that are returned to your Buoy Local Program Account will be subject to the same expiration date and other terms and conditions that applied to such Buoy Bucks before they were used to complete the purchase, unless we notify you of a change in such terms and conditions. Merchant Offers may be non-refundable. To the extent that the value of any Buoy Bucks or Merchant Offer that you redeemed for that returned purchase was not deducted from the amount of the refund posted to another Funding Source, you authorize us to charge your Funding Source in the amount necessary to resolve the discrepancy.

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 Buoy Local Program Account.

8. Buoy Local Program Terms & Conditions

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

Use of a Linked Buoy Local Card allows you to accumulate Points in the Buoy Local Program when you make an eligible transaction using your Linked Buoy Local Card with a Merchant. Linked Buoy Local Cardholders earn a minimum of one Point for every \$1.00 of Total Purchases

made from a Merchant, using their Linked Buoy Local Card. In addition, certain promotions may be offered for purchases from specific Merchants that may enable Linked Buoy Local Cardholders to earn additional Points. “Total Purchases” means the amount of any eligible purchase of goods or services from a Merchant, including tips, taxes, shipping charges and other Merchant fees paid in the same Linked Buoy Local Card transaction

To maintain your eligibility to earn Points on an eligible purchase pursuant to the Buoy Local Program, your Buoy Local Program Account and your Linked Buoy Local Card must be in good standing, as determined by Issue in its sole discretion. Additionally, if we, in our sole discretion, has reason to suspect that any fraud or abuse has occurred in connection with the accrual of Points, your Points may be removed or forfeited without notice or compensation to you.

As you earn Points in the Buoy Local Program, you may become eligible to redeem them for Buoy Bucks to be used for future purchases at any Merchant. To use your Points to pay for a transaction with a Merchant, you must first redeem your Points for Buoy Bucks. You can redeem your Points for Buoy Bucks by using the Buoy Local Application. You must have a minimum of 25 Points in your Buoy Local Program Account to redeem them for Buoy Bucks. Points may only be redeemed in multiples of 25 Points. Buoy Bucks (other than Gift Card Funds) expire if not redeemed within 180 days from their date of issue. Buoy Bucks that represent the paid value of Gift Card Funds expire according to the terms of your Store Gift Card Disclosure Statement. Points and Buoy Bucks have no cash value until they are used to pay for a purchase using your Linked Buoy Local Card, and are not redeemable for cash. We reserve the right to change the rate of conversion between Points and Buoy Bucks at any time.

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

If your Buoy Local Program Account expires, is closed, cancelled or terminated by you or by us for any reason, you will forfeit your Points and Buoy Bucks (other than Gift Card Funds). If you do not use your Buoy Local Program Account for 12 consecutive calendar months, it may be closed by us in our sole discretion. [You will need to call us or email us to re-open your Buoy Local Program Account in order to continue using the Store Gift Card. When we re-open your account, we will restore any remaining Gift Card Funds. However, any other Points and Buoy Bucks and other Reward Credit will not be restored.] The Gift Card Disclosure Statement will continue to apply to your Store Gift Card after your Buoy Local Program Account expires, is closed, cancelled, or terminated.

The Buoy Local Program is offered by Bangor Savings Bank, and Bangor Savings Bank reserves the right to cancel, modify, restrict, waive or terminate the Buoy Local Program, your participation in the Buoy Local 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 Buoy Local Card, you authorize us to charge or debit your available Funding Source(s), up to the amount of the transaction, as set forth in Section 9(c). The Buoy Local 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 Buoy Local Program Account by you, as set forth below, to fund transactions using your Linked Buoy Local Card.

Store Gift Cards. When you link your Store Gift Card to the Buoy Local Application and your Buoy Local Program Account, you will 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 Buoy Local Program Account using the Buoy Local Application. You may only link one Store Gift card to your Buoy Local Program Account at any time. 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 Buoy Local 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 Buoy Local Program Account will be able to access all Gift Card Funds for Store Gift Cards previously linked to your Buoy Local Program Account, and may be used to access other Funding Sources you link to your Buoy Local Program Account.

Points, Buoy Bucks and Rewards Credit. If you register for the Buoy Local Program, you may receive Points and Merchant Offers from Merchants, as set forth in Sections 6 and 8. To the extent Points and Merchant Offers are redeemable for Buoy Bucks or usable as Rewards Credit at one or more of Merchants, they will constitute a Funding Source for purchases at such participating Merchant(s) using your Linked Buoy Local Card.

Authorized Funding Source. We may allow you to link one or more 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 Buoy Local 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 Buoy Local Application. Once you have successfully linked an Authorized Funding Source to your Linked Buoy Local Card, the funds available in that Authorized Funding Source will be available for purchases using your Linked Buoy Local 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 Buoy Local 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 Buoy Local Program Account at any time using the Buoy Local Application. By adding an Authorized Funding Source to your Buoy Local Program Account and using your Linked Buoy Local Card to make transactions using your Authorized Funding Source, you represent and warrant to us and each relevant Merchant that you are the owner of the Authorized Funding Source and are authorized to transact on the Authorized Funding Source as set forth in this agreement.

c. Payment Authorization. By using your Linked Buoy Local Card to make a purchase at a Merchant, you authorize Bangor Savings Bank to debit or charge any available Funding Source for the purchase price of the transaction (less any credits applied by using Buoy Bucks, Merchant Offers or another Funding Source) plus applicable fees and tax, 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, credit extensions, and applicable interest or fees that occur as a result of a transaction made using your Linked Buoy Local Card.

d. Order. When you make a transaction at a Merchant using your Linked Buoy Local Card, funds will be deducted from or charged to the available Funding Sources linked to your Buoy Local 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 Buoy Bucks (other than Gift Card Funds), from earliest expiring to latest; (4) fourth, by applying any available Gift Card Funds; and (5) last, by charging your linked Authorized Funding Source, if any.

If we permit you to link more than one Authorized Funding Source to your Buoy Local Program Account, you may use the Buoy Local Application to select the primary Authorized Funding Source you would like to use to make a transaction with your Linked Buoy Local Card, but you may not “split” transactions between two or more 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 Buoy Local Program Account, in the amount of the transaction (less any credits applied by using Buoy Bucks, a Merchant Offers or another Funding Source) plus applicable fees, if any, even if it is not your primary Authorized Funding Source.

e. Transaction Limits. Your Linked Buoy Local Card is subject to certain transaction limits that may differ from the transaction limits that are generally applicable to your Authorized Funding Sources. Currently your Linked Buoy Local 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 Buoy Local Card, even if any of your Funding Sources has sufficient available balance. 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 Buoy Local 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. We will notify you of any changes in transaction limits set by us, if required by applicable law.

In addition to transaction limits, and subject to applicable law, we may freeze your Linked Buoy Local Card or Account, or delay, suspend, limit or reject transactions on your Linked Buoy Local 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 Buoy Local Card or transactions conducted with your Linked Buoy Local 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 Buoy Local Card or an additional Funding Source has been linked to your Linked Buoy Local Card, we will update your activity in the Buoy Local 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 Buoy Local Card, your Account and your use of the Services and (b) reconciling and monitoring all transaction and other activity on your Linked Buoy Local Card or in respect of your Account.

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 between you, a Merchant, or any other person. We are not a party to the underlying transaction between you and a Merchant. 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 Buoy Local 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

Your telephone number and a password that you select will be used to access your Buoy Local Program Account and the Buoy Local 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, access keys, biometric information, and any other credentials you may use to access your Buoy Local Program Account 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 Buoy Local Program Account). If you think your Credentials have been disclosed, lost or stolen, you must change your Credentials and notify us immediately.

The use of your Linked Buoy Local Card to make a transaction at a Merchant may require your signature, PIN or any other point-of-sale identity verification or security feature. The primary security feature of your Linked Buoy Local Card is the ability to lock or unlock the Linked Buoy Local Card using the Buoy Local Application. While this feature will not absolutely prevent unauthorized use of Your Linked Buoy Local Card, using the locking feature diligently and correctly will reduce the potential for unauthorized use of your Linked Buoy Local Card. You should familiarize yourself with the locking feature and lock your Linked Buoy Local Card at all times except when you are using it.

11. Unauthorized Transactions, Lost or Stolen Access Credentials and Linked Buoy Local Cards

a. Contact us Immediately

If you believe your Linked Buoy Local 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 Buoy Local Card using the Buoy Local Application 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 Linked Buoy Local Card or Credentials, or within 60 days of the unauthorized transaction. We will ask for the Linked Buoy Local Card number and other identifying details. We may not be able to assist you if you do not have the Linked Buoy Local

Card number. Upon contacting us, we may require you to change your Credentials. We may also freeze or cancel your Linked Buoy Local Card and your funds will be temporarily unavailable until you activate your replacement Store Gift Card and link it to your Account in the Buoy Local Application. A replacement Store Gift Card may take up to 30 days to process.

b. Additional Terms for Transactions that Charge a Credit Card

If you believe that an unauthorized transaction has been made using your Linked Buoy Local Card or Credentials without your permission and that transaction was funded by an Authorized Funding Source that is a personal credit card, please contact the issuer of your credit card 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.

If you have any other question or problem with a Linked Buoy Local Card transaction funded by an Authorized Funding Source that is a personal credit card, please contact Bangor Savings Bank's Customer Service as soon as you can by calling 1-877-BANGOR1 x1290 (1-877-226-4671 x1290) or writing to P.O. Box 930, Bangor, Maine 04402, and lock the Linked Buoy Local Card using the Buoy Local Application IMMEDIATELY. We may require you to resolve the issue with the Merchant or issuer of your credit card.

c. Additional Terms for Transactions that Debit a Bangor Savings Bank Deposit Account

Please call Bangor Savings Bank IMMEDIATELY at 1-877-BANGOR1 x1290 (1-877-226-4671 x1290) if you believe your Linked Buoy Local Card or Access Credentials have been lost or stolen, or if you believe that a transaction has been made without your permission, which charges your Bangor Savings Bank debit card or debits your Bangor Savings Bank deposit account. Please refer to your Bangor Savings Bank Deposit Account Agreement for more information about your liability for errors and unauthorized transactions.

d. Additional Terms for Transactions that Debit a Deposit Account

The following terms apply to Linked Buoy Local Card transactions that are funded by an Authorized Funding Source that is a debit card accessing your consumer deposit account at a financial institution other than Bangor Savings Bank ("Authorized Debit Card").

- Your Liability for Unauthorized Transactions funded by an Authorized Debit Card

Tell us AT ONCE if you believe your Linked Buoy Local Card or Access Credentials have been lost or stolen, or if you believe that a transaction has been made without your permission. Call us at 1-877-BANGOR1 x1290 (1-877-226-4671 x1290) or write to us at P.O. Box 930, Bangor, Maine 04402 as soon as you can. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit). If you tell us within 4 business days after you learn of the loss or theft of your Linked

Buoy Local Card, you can lose no more than \$50 from your Authorized Debit Card if someone used your Linked Buoy Local Card or Credentials without your permission.)

If you do NOT tell us within 4 business days after you learn of the loss or theft of your Linked Buoy Local Card or Access Credentials, and we can prove we could have stopped someone from using them without your permission if you had told us, you could lose as much as \$500 on your Authorized Debit Card.

Also, if your bank's statement shows Linked Buoy Local 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 by your bank, on which the transaction first appears, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

This subsection (d) solely governs your liability for amounts charged to your Authorized Debit Card as a result of an unauthorized transaction made with your Linked Buoy Local Card or Credentials. In addition, you may be liable for amounts charged to another type of Funding Source as a result of an unauthorized transaction made with your Linked Buoy Local Card or Credentials, as set forth in this Section 11.

- Contact Us In Case of Errors or Questions

Call us at 1-877-BANGOR1 x1290 (1-877-226-4671 x1290) or write to us at P.O. Box 930, Bangor, Maine 04402 as soon as you can, if you think your bank statement or receipt is wrong or if you need more information about a transfer listed on the bank statement or receipt, which was made using your Linked Buoy Local Card. We must hear from you no later than 90 days after your bank sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and Linked Buoy Local Card number.

(2) Describe the error or the transaction 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 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 provisionally credit your bank account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation, and we may debit any provisional credit that was previously made available to you. You may ask for copies of the documents that we used in our investigation.

ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO US AND NOT TO THE BANK THAT PROVIDED YOUR AUTHORIZED DEBIT CARD. We are responsible for the Service and for resolving any errors in transactions made with your Linked Buoy Local Card.

We will not send you a periodic statement listing transactions that you make using your Linked Buoy Local Card. The transactions will appear only 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.** If you have any questions about one of these transactions, call or write us at the telephone number or address listed above.

12. Dormant Accounts

If there is no activity (as determined by us) on your Linked Buoy Local Card for the period of time set forth in the applicable unclaimed property laws in your state of residency (as determined by your primary address on file) and you have a balance in your Gift Card Funds, your Gift Card Funds may be deemed unclaimed or abandoned property, and we may be required to report or transfer the Gift Card Funds to your state. Before we do so, we may notify you by sending an email to your registered email address and give you the option of keeping your Buoy Local 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 Buoy Local Program Account and report or transfer your balance of Gift Card Funds to your state of residency (as determined from your primary address), as required by your state's unclaimed property laws. You will be required to make a claim with the state to recover your Gift Card Funds. As required by applicable law, any other value which remains in your dormant Buoy Local Account for the time period set forth in the applicable unclaimed property laws, may also be reported or transferred to your state of residency with or without notice to you.

13. Third Party Content and Links to Other Web Sites

The Buoy Local Application, Digital Wallets, and any Merchant Offers may contain third party content and links to third party apps and web sites that are completely independent of the Buoy

Local Application, Bangor Savings Bank 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 or Bangor Savings Bank. PayWith, Bangor Savings Bank, and their respective partners, and service providers are 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 Buoy Local Application. Any personal information you submit on a third party website or third party application will not be collected or controlled by Bangor Savings Bank or 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 Buoy Local 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 Buoy Local Program Account using the Buoy Local Application, you agree to receive promotional email, SMS and in-application communications from us and PayWith. 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 Buoy Local Application.

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls, e-mails or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Linked Buoy Local Card or Buoy Local Program Account at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace,

caller ID capture or other means), with information or questions about your application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future, subject to your right to unsubscribe from such e-mails. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

Similarly, upon download of the Buoy Local Application, you are provided the option to opt into receiving push notifications from PayWith on your device and within the Buoy Local Application. This may include promotional communications, offers, and system messages pushed to the device or within the Buoy Local Application mailbox (“Push Notifications”). You may, at any time following download of this Buoy Local Application, opt out of receiving Push Notifications by type by adjusting the settings within the Buoy Local Application, and 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 Buoy Local 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 Buoy Local Application is limited to the contemplated functionality of the Buoy Local Application. In no event may the Buoy Local 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 us or by PayWith; (d) uses or launches any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” to access the Buoy Local Application, Bangor Savings Bank website, 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 our website, the PayWith Website or Buoy Local Application, PayWith’s or our 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 Buoy Local Application, our website, the PayWith Website, or PayWith’s or our 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. We and PayWith reserve 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 Buoy Local Application or the Services, that we or PayWith reasonably believes is or might be in violation of these Terms, Third Party Terms, applicable laws, payment network rules, or our policies including the Store Gift Card Disclosure Statement. Do not use the Buoy Local Application while driving.

18. Indemnification

You agree to indemnify, defend and hold Bangor Savings Bank, PayWith, the Merchants and each of their respective business partners, 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 Buoy Local 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, PayWith or the Merchants by you.

19. Disclaimer; No Warranty

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BUOY LOCAL 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, BANGOR SAVINGS BANK, PAYWITH, THE MERCHANTS AND THEIR RESPECTIVE 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 BUOY LOCAL APPLICATION OR THE MERCHANT OFFERS WILL BE FREE OF ERRORS, OMISSIONS OR MISPLACEMENTS, OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE SERVICES, THE BUOY LOCAL APPLICATION OR ANY MERCHANT OFFERS WILL BE CORRECTED, (C) THE OPERATION OR USE OF THE SERVICES OR THE BUOY LOCAL APPLICATION WILL BE TIMELY, UNINTERRUPTED, RELIABLE OR ERROR-FREE; OR (D) THE SERVICES, THE BUOY LOCAL 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 BE LIABLE TO YOU FOR ANY DAMAGES YOU INCUR IN CONNECTION WITH YOUR USE OF THE SERVICES MADE AVAILABLE TO YOU UNDER THIS AGREEMENT EXCEPT TO THE EXTENT REQUIRED BY LAW.

IN NO EVENT WILL WE OR PAYWITH 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 BUOY LOCAL 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. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL OUR (OR PAYWITH'S) LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, THE USE OF A STORE GIFT OR LINKED CARD, THE BUOY LOCAL 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 (USD \$100), WHICHEVER IS LESS, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW. 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 Buoy Local Application and in Merchant Offers is protected by applicable intellectual property laws and all Content is owned by Bangor Savings Bank or used by Bangor Savings Bank under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials in the Buoy Local 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 Buoy Local Application and the Merchant Offers are subject to the intellectual property rights of Bangor Savings Bank, its subsidiaries and affiliates, and their respective licensors and licensees. 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 these Terms, the Buoy Local Application or 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 Buoy Local Application and the Merchant Offers are Trademarks of Bangor Savings Bank, PayWith, the Merchants, and its third-party alliance partners, as applicable. Nothing contained in the Buoy Local 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 Buoy Local Application or the Merchant Offers without the written permission of Bangor Savings Bank, PayWith or such Merchant or third party that may own the Trademark.

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

22. Your Privacy and Data

The Bangor Savings Bank Privacy Policy, Bangor Savings Bank Privacy Notice, and PayWith Privacy Policy (collectively, the "Privacy Policies") explain how we treat your personal data and information and protect your privacy when you use a Linked Buoy Local Card, the Buoy Local Application and our Services. These Privacy Policies are incorporated herein by reference and it is your obligation to ensure that you have read and understand them. By using our Services, you agree that we can use your data in accordance with the Privacy Policies.

23. Termination and Suspension

PayWith may terminate the Services and/or your use of the Buoy Local 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, our partners, service providers, agents or to you; (c) your use thereof relates to fraudulent or illegal acts; or (d) your use of the Buoy Local Application or the Services presents a security, financial, legal, or

regulatory risk to PayWith, Bangor Savings Bank, or any of its partners, agents, or 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 the Store Gift Card Disclosure Statement; (b) doing so may prevent financial loss to us, our partners, service providers, agents or to you; (c) the transaction results from or relates to fraudulent or illegal acts; or (d) that your Linked Buoy Local Card has been lost or stolen or any Credential has been compromised.

We may temporarily suspend or block the use of your Linked Buoy Local 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 Buoy Local Card or the Buoy Local Application or the Services violates these Terms, the Store Gift Card Disclosure Statement or our Privacy Policy; (b) doing so may prevent financial loss to us, our partners, service providers, agents or to you; (c) the transaction results from or relates to fraudulent or illegal acts; or (d) that your Linked Buoy Local 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 Buoy Local 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; (e) to otherwise prevent financial loss to you, us, or the financial institution; or (f) as otherwise provided in your agreement with the issuer of the Authorized Funding Source.

24. Amendments

We may modify these Terms or the Privacy Policies at any time and from time to time. Changes will not apply retroactively and will become effective after we have posted them on the PayWith Website, Bangor Savings Bank website or within the Buoy Local Application, or on such later date indicated in the amended Terms. However, changes addressing new functions for a Service or changes made for legal or security reasons may, at our option, be effective immediately, with or without notice to you. Your continued use of the Buoy Local Application or the Services, after changes to these Terms or any of the Privacy Policies have become effective constitutes your acceptance of such changes. It is your responsibility to visit the PayWith Website and Bangor Savings Bank website on a regular basis to obtain the latest updates to these Terms and the Privacy Policies. 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 Buoy Local Application before the changes take effect.

25. Digital Wallets

You may be permitted to add your Linked Buoy Local Card to a digital wallet, such as Apple Pay or Google Pay (each, a "Digital Wallet") to make transactions using an eligible mobile

device (“Eligible Device”) in lieu of your Linked Buoy Local Card at all places where your Linked Buoy Local Card and the Digital Wallet is accepted. A Digital Wallet may not be accepted at all Merchant locations where your Linked Buoy Local Card is accepted. Digital Wallets are made available to you by third party providers (“Digital Wallet Provider”).

a. Adding and Using Your Linked Buoy Local Card

You can add an eligible Linked Buoy Local Card to the Digital Wallet by following the instructions of the Digital Wallet Provider. If your Linked Buoy Local Card or Buoy Local Program Account is not in good standing, if we cannot authenticate the Linked Buoy Local Card, or if we otherwise suspect that there may be fraud associated with the Linked Buoy Local Card or Digital Wallet, that Linked Buoy Local Card may not be used with a Digital Wallet.

Use of the Digital Wallet is subject to the Digital Wallet Provider’s Third Party Terms. A violation of the Digital Wallet Provider’s Third Party Terms constitutes a violation of these Terms. Acceptance of such Third Party Terms does not change the terms of this Agreement or the Gift Card Disclosure Statement. The Digital Wallet simply provide another way for you to make purchases with your Linked Buoy Local Card.

You agree that we may share information about your Linked Buoy Local Card and Buoy Local Program Account with the Digital Wallet Provider. We may add a unique numerical identifier different from your Linked Buoy Local Card number to your Digital Wallet that enables you to make purchases on your Linked Buoy Local Card through the Digital Wallet.

Some Digital Wallets can only be used with an Eligible Device and software, as determined by each Digital Wallet Providers. A device that has been modified contrary to the manufacturer’s hardware or software controls is not an Eligible Device. You acknowledge that the use of a modified device to use your Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny your access to your Linked Buoy Local Card through that Digital Wallet. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device or the Digital Wallet. You are responsible for the selection of an Eligible Device and Digital Wallet, and for all issues relating to the operation, performance and costs associated with such Eligible Device and Digital Wallet. You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator’s privacy policy, to allow verification of your identity and to compare information you have provided to us with your mobile operator account profile information.

b. Removing Your Linked Buoy Local Card

You should contact the Digital Wallet Provider to determine how to remove a Linked Buoy Local Card from the Digital Wallet. We also reserve the right to block a Linked Buoy Local Card from being used in a Digital Wallet to make purchases, suspend your ability to use a Linked Buoy Local Card to make purchases using the Digital Wallet, or cancel entirely your ability to use a Linked Buoy Local Card in the Digital Wallet. We may take these actions at any time for any reason, such as if we suspect fraud with your Linked Buoy Local Card, if applicable laws change, or if directed to do so by the Digital Wallet Provider, applicable law, or applicable card network (such as Visa).

c. Applicable Fees

We currently do not impose a fee for using your Linked Buoy Local Card through a Digital Wallet but we reserve the right to impose a fee in the future. Please note that a Digital Wallet Provider or another third party supporting a Digital Wallet Provider may charge a fee for using your Linked Buoy Local Card in a Digital Wallet. Any applicable interest, fees and charges that apply to a Funding Source that is used to fund a Linked Buoy Local Card transaction will also apply when you use the Digital Wallet to access your Linked Buoy Local Card. The Digital Wallet Provider and your telecommunications carrier or provider may impose service, transaction, web-enablement, data usage or text messaging fees or other charges for your use of a Digital Wallet.

d. Your Responsibility to Keep Your Digital Wallet and Linked Buoy Local Card Secure.

If any Credential, such as your PIN, biometric authentication or other passcode to your Eligible Device is compromised or your Linked Buoy Local Card has been used through a Digital Wallet without your permission, or your Eligible Device has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet. See Section 11 for more information about your obligation to report lost or stolen Linked Buoy Local Cards or Credentials and your liability for unauthorized transactions.

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through a Digital Wallet. You acknowledge that (i) the Digital Wallet Provider, as well as Digital Wallet Provider's sub-contractors, agents, and affiliates, or other third parties supporting that Digital Wallet and (ii) the applicable payment network, and their sub-contractors, agents and affiliates, will have access to certain details of your transactions made with Merchants via use of your Linked Buoy Local Card through that Digital Wallet. We will use, share and protect your personal information in accordance with the PayWith Privacy Policy. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet Provider, the applicable payment network, or other third parties supporting that Digital Wallet, will be governed by such party's privacy policy and not the PayWith Privacy Policy or Bangor Savings Bank's privacy policy.

In addition to your efforts to keep your Digital Wallet and Linked Buoy Local Card secure, we take reasonable steps to help ensure that information we send to others from your use of a Linked Buoy Local Card in the Digital Wallet is sent in a secure manner. However, the Digital Wallet Provider is responsible for the security of information provided to it or stored in the Digital Wallet. Neither we nor PayWith is responsible if there is a security breach affecting any information stored in the Digital Wallet, sent from the Digital Wallet, or stored or sent by the Digital Wallet Provider, unless required by applicable law.

e. We Are Not Responsible for the Digital Wallet.

A Digital Wallet is provided by a Digital Wallet Provider and other third parties that support that Digital Wallet and without warranty from us. You acknowledge and agree that from time to time, your use of your Linked Buoy Local Card in connection with a Digital Wallet may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we, nor our affiliates, agents, and service providers, including but not limited to PayWith, will be liable for any claim arising from or related to use of your Linked Buoy Local Card through a Digital Wallet due to such delay, interruption, disruption or similar failure. You acknowledge that we and PayWith are not party to the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. We do not provide any warranty for a Digital Wallet. We are not responsible for maintenance or other support services for a Digital Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet including, without limitation, any third party product liability claims, claims that a Digital Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of a Digital Wallet must be directed to the Digital Wallet Provider or the other third parties supporting that Digital Wallet.

Merchants may present to you certain discounts, rebates or other benefits (e.g., free shipping) in a Digital Wallet. Such offers are not associated with the Buoy Local Program, and may be subject to separate Third Party Terms, which may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a Merchant with respect to such offers made available through the Digital Wallet.

26. Third Party Distribution Channels

We may make the Buoy Local Application and other software (collectively, “Software”) available through the Apple App Store, Google Play or other distribution channels (“Distribution Channels”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- We and you acknowledge that these Terms are concluded between us and you only, and not with Apple Inc. (“Apple”), and that as between us and Apple, we, not Apple, are solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Company’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- We and you acknowledge that we, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between us and Apple, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to us at buoylocal@bangor.com.

We and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

27. Additional Terms

Our failure or delay in taking any action to enforce these Terms or seeking remedies to which it is entitled under this Agreement does not constitute a waiver of its right to do so.

The communications between you, us, and PayWith may use electronic means. You agree that publishing notices on our website or PayWith's Website shall constitute valid communication to you. It is your responsibility to visit our website and the PayWith Website on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policies.

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 Privacy Policies 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. We and you each irrevocably attorns and submits to the exclusive jurisdiction of the courts of the State of Maine, 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 any of the Privacy Policies the Privacy Policies shall prevail.

Sections 8, 11, 12, 18 through 22, inclusive, and this section 27 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, and Bangor Savings Bank (“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 Bangor Savings Bank 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, the Buoy Local Gift Card Cardholder Agreement, the PayWith Privacy Policy and the Bangor Savings Bank 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 one prior, or the most current or two 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 Bangor Savings Bank, 24 Hamlin Way, Bangor, ME 04401, Attn: Buoy Localthin 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 Bangor Savings Bank 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 Buoy Local Application, by calling us at 1-855-729-9484, or by writing to us at the Bangor Savings Bank 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.

Last modified: August 6, 2017

We know that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Privacy Policy describes the privacy practices of PayWith Worldwide Inc., a Delaware corporation (“PayWith”, “we” and “us”) and applies to your use of the products and services provided by us (collectively, the “Services”). The Services are provided, through our mobile applications, web based applications and our website at PayWith.com (collectively the “PayWith App”). By using our Services, you accept the practices described in this Privacy Notice.

This Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update your information.

Information We Collect

We collect information to provide, personalize and continually improve the Services. This includes helping us to present relevant information to you within the PayWith App and recognizing when you should receive discounts, incentives, rewards and other offers for an action you have taken.

We collect information in three ways:

1. Information you give us. For example, many of our services require you to sign up for a PayWith Account. When you do, we’ll ask for personal information, such as your name, company name, address, email address, telephone number or loyalty, prepaid, debit or credit card information to store with your PayWith Account. To complete transactions using our Services, you will need to provide the account and card details for one or more loyalty, prepaid, debit or credit cards held by you. We will also retain feedback and social media information posted by you in connection with the Services.

2. Information we obtain from your use of our services. We collect information about your use of the Services including:

- Device information. We collect device-specific information (such as your hardware model, operating system and version, unique device identifiers, and mobile network information including phone number).
- Transaction Information. When you use the Services to make, or request to make, a transaction, including a return or refund, we will be provided with details of the transaction including the amount of the transaction, the time of the transaction, goods and/or services purchased, the details of any loyalty, points, discounts, incentives,

rewards and other offers or benefits offered by, provided to or redeemed by or with you and the details of the third party, including name, location and type of business.

- Location Information. When you use the Services, we may collect and process information about your actual location. We use various technologies to determine location, including IP address, GPS, and other sensors that may, for example, provide us with information on nearby devices, Wi-Fi access points and cell towers. You may disable location services with the PayWith App or generally on your mobile device.
- Local Storage and Cookies. When using the PayWith App we may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches. We may also send one or more cookies or anonymous identifiers to your device when you interact with the Services or the services we offer to our partners, such as PayWith features that may appear on other sites.
- Log Information. When you use the Services, we automatically collect and store certain information in server logs including details of how you used our service, internet protocol address, device information, telephony log information such as your phone number, event information such as crashes, system activity, hardware settings, browser type, browser language and the date and time of your use, your interaction and viewing history for content within the Services and cookies that may uniquely identify your browser or your PayWith Account.

3. Information we obtain from our partners. Your name and the name of any additional cardholder associated with any loyalty, prepaid, debit or credit card linked to your PayWith Account is received from the issuer of the card when it is linked to your PayWith Account. These details allow you to utilize other funding sources, access loyalty, points, discounts, incentives, rewards and other offers or benefits and enable us to process transactions using the correct source of funds.

Information we collect when you use the Services, in addition to information we obtain about you from partners, may be associated with your PayWith Account. When information is associated with your PayWith Account, we treat it as personal information.

Information security

We work hard to protect PayWith and our users from loss, interference, misuse, unauthorized access to or unauthorized modification of, unauthorised disclosure of information we hold. In particular:

- We encrypt many of our services using SSL.
- We offer you password protection for your PayWith Account.
- We regularly review our information collection, storage and processing practices and security measures, to guard against unauthorized access.
- We restrict access to personal information to PayWith employees, contractors, merchants and agents who need to know that information in order to provide the

Services or to process it for us, and who are subject to strict contractual confidentiality obligations.

How We Use Information We Collect

We use the information collected about you to allow us to provide, maintain, protect, improve our services and to develop new products and services. We also use the information to protect you, other users and PayWith.

Specific examples of the way we use your information include:

- to authorize and process transactions including any returns and refunds
- to apply any discounts, incentives, rewards and other offers applicable to your transactions
- to provide appropriate data and content to you including details of applicable discounts, incentives, rewards and other offers
- to verify user identity and maintain and update our records
- to communicate with users, including dealing with user enquiries
- to conduct product and marketing research
- to improve our products and services

We may use the name for your PayWith Account across all of our Services. In addition, we may replace past names associated with your PayWith Account so that you are represented consistently across all our Services.

When you contact PayWith, we keep a record of your communication to help solve any issues you might be facing. We may use your telephone number to send you notifications and information relating to actions you have taken. We may also inform you about our services through email, SMS, push notifications or within the PayWith App, such as letting you know about upcoming changes or improvements.

We use information we collect and may combine information from one Service with information, including personal information, from other PayWith Services to improve your user experience and the overall quality of our services.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Information We Share

We do not share personal information with companies, organizations and individuals outside of PayWith unless one of the following circumstances applies:

For transaction processing including processing discounts, incentives, rewards and other offers

- We provide personal information to our affiliates or other trusted businesses or persons to process your transactions, based on our instructions and in compliance with our Privacy Policy and any other legally required confidentiality and security measures.

For legal reasons

- We will share personal information with companies, organizations or individuals outside of PayWith if we have a good faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
 - meet any applicable law, regulation, legal process or enforceable governmental request.
 - enforce applicable Terms of Service, including investigation of potential violations.
 - detect, prevent, or otherwise address fraud, security or technical issues.
 - protect against harm to the rights, property or safety of PayWith, our users or the public as required or permitted by law.

Aggregated/Anonymised Data

- We may share aggregated, non-personally identifiable information publicly and with our merchants, partners or connected sites. For example, we may share information publicly to show trends about the general use of our services.

Corporate Transaction

- If PayWith is involved in a major corporate transaction such as a merger, acquisition or sale of all or substantially all of our business or one or more divisions of our business, we may disclose certain of your personal information to potential buyers, underwriters and advisors. If we do this, we will take reasonable precautions to ensure that recipients of your personal information are obligated to keep it confidential. To the extent that we transfer our business or a division of our business to which your personal information is relevant, your relevant personal information will be also be transferred and the new owner or newly controlling party will be permitted to use your personal information in accordance with this Privacy Policy.

With your consent

- We will also share personal information with companies, organizations or individuals outside of PayWith when we have your consent to do so.

Our Communications with You

Among other things, we will communicate with you on a regular basis via e-mail, SMS push notifications or within the PayWith App. We may also communicate by phone to resolve user complaints or investigate suspicious transactions. Communications will be made for various reasons, including sending records of transactions requested or made, sending information about important changes to our Services, and to send notices and other disclosures required by law. You agree to receive such communications electronically until you advise us otherwise. We may send you promotional messages about new services, discounts, incentives, rewards and other offers or opportunities that may interest you. If you do not want to receive promotional messages or other communications from us, please adjust the settings within the PayWith App or under your PayWith Account. However, we reserve the right to send you notices for customer service reasons, including notices about your account or transactions using our Services. Also, to help us make communications more useful and interesting, we may receive a confirmation when you open or receive communications from us.

Accessing and Updating Your Personal Information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we provide ways to update it quickly or to delete it (unless we have to keep that information for legitimate business or legal purposes). When updating or correcting your personal information, we may ask you to verify your identity before we can act on your request.

We may reject requests for access to personal information or to correct your personal information if they are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, would be extremely impractical (for instance, requests concerning information residing on backup systems), or we are legally obligated to do so.

Where we can provide you with access to your personal information, we will do so for free, unless providing the personal information means we will incur an unreasonable cost. In such cases, we may charge you a fee commensurate with such cost but we will advise of any such charge in advance.

We aim to maintain our services in a manner that protects information from accidental or malicious destruction. Because of this, after you delete information from our Services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems.

When This Privacy Policy Applies

Our Privacy Policy applies to all of the services offered by PayWith Worldwide Inc., its subsidiaries and its affiliates, and services offered by any of them on other sites and through other mobile apps but excludes services that have separate privacy policies which do not specifically reference or incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including sites that may include PayWith services, or other sites linked from our services unless those services specifically reference or incorporate this Privacy Policy. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services.

Opting Out, Corrections and Complaints

Upon your request, we will (a) correct or update your personal information; (b) stop sending communications to you via email, SMS or push notifications; (c) stop disclosing non-public personal information about you to non-affiliated third parties, (d) disable your account. Some of these requests can be satisfied by changing settings within the PayWith App. To the extent that you are unable to do so within the PayWith App, you may make such requests to:

Attn: Privacy Officer
PayWith Worldwide Inc.
100 – 200 Granville Street
Vancouver, BC V6C 1S4

Email: privacy@paywith.com

Please do not email or mail your account number or other sensitive information.

Please note that we may need to communicate with you about certain things we are legally permitted to communicate with you about regardless of whether you wish to opt out and accordingly, you cannot opt out of these communications.

You may also register any complaints pertaining to the use by us of your personal information not in accordance with this Privacy Policy in the above manner.

Compliance and Cooperation with Regulatory Authorities and Complaints

We regularly review our compliance with our Privacy Policy. We also adhere to several self-regulatory frameworks.

We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Australian Users: If you are using the Services in Australia, and are not satisfied with our response to any complaint you make to us then you may complain to the Office of the Australian Information Commissioner in writing online or by post at either <https://forms.business.gov.au/aba/oaic/privacy-complaint-/> or Office of the Australian Information Commissioner, GPO Box 5218, Sydney NSW 2001. You may also phone the Office of the Australian Information Commissioner on 1300 363 992 if you need assistance in making a complaint.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

Bangor Savings Bank Privacy Policy

[Insert BSB Privacy Policy]