Bangor Savings Bank Debit Card Cardholder Agreement

TERMS AND CONDITIONS FOR YOUR BANGOR SAVINGS DEBIT CARD. IMPORTANT CARD INFORMATION - PLEASE READ.

AS SET FORTH BELOW, ANY CLAIM, DISPUTE, OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING

TO THIS AGREEMENT WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE "DISPUTE RESOLUTION" PROVISION CONTAINED IN THIS AGREEMENT. THIS AGREEMENT ALSO INCLUDES A WAIVER OF CLASS ACTION AND YOUR RIGHT TO A JURY TRIAL. PLEASE READ THE "DISPUTE RESOLUTION" SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY US. FOR CONSUMER CARDS, YOU MAY OPT OUT OF ARBITRATION BY NOTIFYING US WITHIN 60 DAYS OF ACCOUNT OPENING AS SET FORTH IN THE ARBITRATION

AGREEMENT BELOW. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Contact Us:

- You may contact us any time by emailing us at care@remodelhealth.com.
- You may call us at 844-748-3240 between the hours of 9 a.m. and 5 p.m. Eastern Time, Monday - Friday.
- You may write to us at 525 S. Meridian St 3B Indianapolis, IN 46225.

1. Agreement

This Bangor Savings Bank Debit Card Cardholder Agreement ("Agreement") is made between you ("you", "your") and Bangor Savings Bank ("Bank", "we", "us", "our") and governs the use of your Mastercard® debit card ("Card") issued by the Bank in connection with your Bank deposit account ("Account") issued under this program. Your Account remains subject to the terms of your Bangor Savings Bank Deposit Account Agreement ("Account Agreement"). This Agreement includes and incorporates by reference our Privacy Policy, the Account Disclosures, and all fee schedules disclosures ("Fee Schedule") and materials provided to you before and when you applied for and/or opened your Account, and any supplements or amendments to this Agreement. Your Card may be offered to you in partnership with a third-party partner ("Partner"), which may provide services to you and the Bank in connection with your Card. Your Card may access an individual deposit account established in your name or a beneficial interest in a pooled account established in the Bank's name, for the benefit of you and other customers. You understand and agree that your funds may be pooled into a single account with the funds of other customers, but we will keep track of the balances we hold in your name.

Use of your Card remains subject to Partner's Terms of Use as updated from time to time ("Partner's Terms of Use") and Partner's Privacy Policy as updated from time to time ("Partner's Privacy Policy"), and any other agreements between you and Partner that apply to your use of products and services provided by Partner, and any other features, technologies, and/or functionalities offered by Partner on its website, mobile app, or through any other means. This Agreement is provided to you in electronic format pursuant to the Bank's or Partner's E-Sign Agreement that you are required to accept and agree to at or before the time you open your Account. Partner may offer other services to you which are not governed by this Agreement. Those products and services are not provided by the Bank, except as otherwise stated in an agreement you have with us, and we disclaim responsibility for all such products and services to the fullest extent permitted by law.

Please read this Agreement carefully and retain it for future reference. By applying for, opening, using or continuing to use your Card, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with your Card or Account. Continued use of your Card means your ongoing agreement to this Agreement, as amended

from time to time. By continuing to use your Card, you further agree to pay any fees due and outstanding associated with the Card, including giving us the right to collect such fees directly from the Account balance. You are responsible for the accuracy and completeness of all information supplied to the Bank and Partner in connection with the Account, your Card, and the Bank's and Partner's services. This Agreement and the deposit relationship do not create a fiduciary relationship between you and the Bank. You will receive a separate set of Account Disclosures which will include schedule of transaction limits, and fees applicable to the Card, if they are not included in this Agreement, which are incorporated into this Agreement by reference.

If there is a conflict between this Agreement and any other document or statement made to you concerning your Card, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you by the Bank concerning any services or products other than the Card and related banking services provided by the Bank, the separate terms and conditions applicable to that service or product will govern.

2. Online Services

The Account and your related Card activity and services are accessed through the mobile application hosted by a third-party provider, Partner, ("Mobile App") and websites owned by Partner ("Sites"). The Mobile App and Sites together are defined as "Online Services." Online Services are provided by Partner and not by the Bank. To the extent permitted by law, Bank disclaims liability for all losses you may incur as a result of your use of the Online Services or any act or omission of Partner. Neither the Bank nor Partner is responsible for any costs you incur to maintain internet access, mobile device data and telecommunication services, or an email account. You may not access your Account or receive services related to your Card by visiting a Bank branch or location.

3. Amendments and Modifications

This Agreement may be amended or changed by the Bank in its sole discretion at any time by posting the amended documents (including this Agreement) on the Bank's website or the Online Services, or notifying you of the amendments using any of the contact information we have on file for you. And any such amendment will be effective upon such posting to the Online Services, upon sending you a notice of the change, or on the effective date specified in the notice of the change. The current Agreement is available at www.remodelhealth.com or in the Mobile App. For any adverse changes to this Agreement, we will provide you reasonable notice in writing or by any method permitted by law. However, if a change is made for security purposes, such change can be implemented without prior notice. Your continued maintenance or use of the Card after the change will be deemed acceptance of any change and you will be bound by it. To reject the change, you must stop using your Card and destroy your Card and any other access device we make available to you under this Agreement before the effective date of the change. Your termination of this Agreement does not affect any of our rights or your obligations arising under this Agreement prior to such termination.

4. Our Privacy Policy

Your privacy is very important to us. All services offered by Partner in connection with your Card, including the Online

Services, and by Bank are subject to Partner's Privacy Policy and the Bank's Privacy Policy. Please carefully review Partner's Privacy Policy and the Bank's Privacy Policy for more information. The Bank's Privacy Policy is available at https://www.bangor.com/privacy-policy.

5. Purpose of Transactions

If your Account is a consumer deposit account, your Card may not be used for commercial purposes. A consumer deposit account is a deposit account that is held or maintained primarily personal, family, or household purposes within the scope of the Remodel Health member terms and to be used for health benefits payments. If your Account is a commercial deposit account, your Card may not be used for personal, family, or household purposes. A commercial deposit account is a deposit account that is held or maintained by an individual, legal entity, or unorganized business, such as a sole proprietor or unregistered general partnership, primarily for business and commercial purposes (including not-for-profit business activities), and not for consumer or personal use. We may refuse to process any transaction that we believe may violate the terms of this Agreement or Partner's Terms of Use, or for any other reason in our sole discretion.

6. Obtaining the Card

You must open and maintain an Account in accordance with the terms of your Deposit Account Agreement prior to activating your Card and as outlined by Remodel Health member terms. By submitting an application for a Card or Account, you authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Card application or any other purpose permitted by applicable law. For commercial accounts, we may require an officer, shareholder, principal, or other stakeholder acting on behalf of your business ("Company Signer") to provide information to us, and authorize us to obtain information about the Company Signer from time to time from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Card application or any other purpose permitted by law. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account or requests a Card. What this means for you: When you open an Account, we will 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 driver's license or other identifying documents.

We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time. If we are not able to validate your identity or authenticity to our satisfaction, we may not issue the Card.

For Cards accessing a commercial Account, we may also be required to request and verify information and identifying documents for your business, Authorized Users, Company Signer, and other account owners and beneficial owners of your business.

For Cards accessing a commercial Account, a qualified Company Signer must accept this Agreement on your behalf. By submitting an application, you represent and warrant that the Company Signer is authorized to act on your behalf and bind the company to this Agreement and make all transactions and perform all activities and obligations contemplated by this Agreement and any other agreement between you and us in connection with your Card.

7. Eligibility

The Bank will determine your eligibility for a Card in its sole discretion. We may require you to obtain an Account in order to qualify for a Card. If you do not qualify for or open an Account, we may not issue you a Card. You must also agree to go paperless. This means that

you must (1) provide us with and maintain a valid email address and (2) agree to accept electronic delivery of all communications by consenting to the Bank's and/or Partner's E-Sign Agreement in accordance with our instructions. We may decline to issue a Card to you for any lawful reason. We are not liable for any damages or liabilities resulting from refusal of a Card relationship.

8. Authorized Users and Company Signers

You may be given the ability to designate individuals ("Authorized Users") who you authorize to use your Card or obtain their own Card or access device that accesses your Account. When you have consented to adding an Authorized User, you understand that any transaction authorization, instruction or any other action concerning your Card that your Authorized User engages in will be deemed authorized by you and valid and we are under no obligation to investigate the authorization, instruction or activity. You also agree that you will not hold us liable for acting upon any such authorization, instruction or activity. We reserve the right to terminate your Authorized User's access to the Account or Card for any reason and without advance notice.

We will continue to treat all actions taken by your Authorized User as authorized by you until you revoke the Authorized User's access to your Account or Card by notifying us by email at address listed above or through the Online Services. You must also destroy the Card to which the Authorized User has access, and remove their access to any Virtual Card or electronic device through which the Authorized User has access to the Virtual Card. Until we have been properly notified in writing of any change in such authorization and we have had a reasonable period of time to act upon such notice, we may pay, apply, or otherwise honor and charge your Account and Card transactions, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof all orders for payment or transfer of money for whatever purpose. We may cancel all Cards that access your Account and issue replacement Cards to you and the Authorized Users who continue to have access to your Account. This may result in an interruption or delay in your ability to use the Card to access your Account. You must notify us immediately by email of any change in the status of any Authorized User. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change and have had a reasonable period of time to act upon such notice will be affected by any such notice.

For commercial Accounts, a Company Signer shall be deemed an Authorized User. Only a Company Signer may designate additional Authorized Users. By designating an Authorized User, you represent and warrant that such Authorized User is authorized to use the Account and Card and engage in all transactions on your behalf, as contemplated by this Agreement.

9. Activating Your Card

You must activate your Card before using it. You may activate your Card by following the instructions we send you with your physical Card. You may activate your Virtual Card by following the instructions available in the Online Services. We may require you to select a Personal Identification Number ("PIN"). Your PIN is the access code to your Account for all pinned point-of-sale terminal purchases and transactions at ATMs.

10. Using Your Card

You may use you Card to (a) purchase goods and services at a merchant point-of-sale; (b) obtain cash from an ATM or merchant point-of-sale; (c) receive payments from a business by providing your Card number to third-party payment services; and (d) access information about your account, such as a balance inquiry, at an ATM. All transactions are to be used for health benefits payments as outlined by partner, Remodel Health, member terms.

a. Authorizations and Holds

Most merchants will ask us to authorize your use of the Card to make a transaction. When we give authorization, we may place a hold on your available balance for the amount of the authorization. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your account after the authorization hold has lifted. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is different than the amount of the purchase (e.g., restaurants, hotel, car rental agencies, and gas stations). The authorization may not lift immediately after your transaction is presented for payment. When we give authorization to a merchant for your purchase, your available balance may decrease, but the authorization may not prevent other transactions, such as ACH transactions, from posting to your account, which can leave your account without enough funds to pay for all transactions you make. For more information about overdrafts and non-sufficient funds in your Account, see your Deposit Account Agreement.

b. Delays in Posting Transactions

Due the nature of the remote banking system, there may be delays between the time of any banking transaction at a remote banking facility and at the time it is shown on our records of your Account.

c. Documentation and Receipts

You can get a receipt at the time you use your Card to make any transfer to or from your Account using an ATM machines or a point of sale terminal. You will receive a monthly periodic statement of your Card activity. We may rely on the coding sent to us by a merchant or other third party to determine where a transaction has occurred, and the nature of the transaction or merchant, which may affect whether or not we authorize the transaction, whether a fee is assessed for the transaction, and whether the transaction is eligible to earn rewards and other benefits. **d. Overdrafts**

If any withdrawal(s) with your Card creates a negative balance in your Account(s), you shall pay to us the amount of such overdraft, including any applicable overdraft charges set forth in your Fee Schedule, in the same manner as any other overdraft on your Account.

e. International and Foreign Currency Transactions.

We may permit you to use your Card in certain foreign countries or to make transactions in currencies other than United States Dollars (“International Transactions”) subject to our approval. We may block transactions in certain foreign countries. Some merchant and ATMs are considered International Transactions even if they are physically located in the United States. You agree to pay all International Transaction fees shown on your Fee Schedule

The exchange rate applied to Card transactions that occur in a foreign currency will be selected by the network that processes the transaction. The network will select from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date it processes the transaction. The processing date on which the exchange rate is applied may differ from the date you used your Card. The exchange rate we use may include a spread, commissions or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type

of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

11. Virtual Card

We may issue a virtual debit card or similar access device ("Virtual Card") which enables you to make Card transactions under this Agreement without a physical plastic debit card. Any Virtual Card transactions are governed by partner, Remodel Health, member terms. A Virtual Card is a "Card" for the purposes of this Agreement. You may be permitted to add your Virtual Card to a digital wallet, such as one provided by Partner through the Online Services, or by a third-party, such as Apple Pay or Google Pay (each, a "Digital Wallet"). Your use of a Digital Wallet is subject to all supplemental terms and conditions provided by the Bank governing the use of a Digital Wallet, as well as the terms and conditions required by the Digital Wallet provider. You understand and agree that we may share information about your Card and Account with the Digital Wallet provider. Use of a Digital Wallet is not available at all points of sale and transaction terminals. You are required for obtaining and maintaining a mobile device and any other equipment, internet connection, applications, software, and other items necessary to use a Digital Wallet. If your Virtual Card, Digital Wallet, or any mobile device, username, or password you use to access a Virtual Card or Digital wallet is stolen, compromised, or used without your permission, you must notify us immediately, using the procedure notifying us for lost and stolen Cards.

A Digital Wallet is provided by a third party without warranty from Bank. You acknowledge and agree that from time to time, your use of your 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, or our affiliates, agents, or service providers, will be liable for any claim arising from or related to use of your Card through a Digital Wallet due to such delay, interruption, disruption or similar failure. You acknowledge that we are not a 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 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 your use of 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. **12. Mastercard ® Zero Liability**

As a Mastercard® cardholder, Zero Liability applies to your purchases made in the store, over the phone, online or via a mobile device and ATM transactions. As a cardholder, you will not be held responsible for unauthorized transactions if: 1. You have used reasonable care in protecting your card from loss or theft; and 2. You have promptly reported to your financial institution when you knew that your Mastercard® was lost or stolen. Zero Liability does not apply to the following (or certain) Mastercard® payment cards: Commercial cards, unregistered prepaid cards or gift cards. If you have questions regarding Zero Liability coverage or you suspect unauthorized use of your card, please contact us.

13. Protecting Yourself At ATMs

ATMs are a great convenience, in part because they are available at night or in remote locations. Because of that, we offer you the following helpful suggestions to exercise good judgment and care when using our (or anyone's) ATM.

- Your ATM Card and Personal Identification Number (PIN) **o** Protect your Card by keeping it in a safe place. If your Card is lost or stolen, you should notify us immediately.
    - Protect your PIN. Never give your PIN to anyone, and don't write your number anywhere (never on your ATM or debit card) and you should never write your number anywhere, especially on your Card. Do not choose a PIN that is obvious

(such as telephone numbers, addresses, or birth dates).

- Never give information about your Card or PIN over the telephone. We will never ask you for this information. You should refuse any requests for this information and immediately notify us.

- Using ATMs
  - Prepare your transactions before going to the ATM. If you are making a deposit, have your cash and/or checks and your deposit slip placed inside a deposit envelope in advance (not required with

"intelligent"/smart ATMs).

-
  - Park in well-lit areas close to ATMs.
  - To avoid instances of "shoulder surfing," shield the keypad with your hand or body while entering your PIN.
  - Take all transaction receipts and records with you when leaving the ATM. Keep these documents in a safe place with your other account records so that you can compare it against your account statement.
  - Do not open locked ATM vestibule doors for others.
  - If you use a drive-up ATM, be sure passenger windows are rolled up and your doors are locked.
  - Be aware of your surroundings, especially after dark. If you must use an ATM at night, consider taking someone with you.
  - Put cash away promptly and count it later in the safety of your car or home. **o** Report all crimes immediately to law enforcement officials.

14. Compliance with Laws and Regulations

You agree to comply with all applicable laws, which term shall include, but is not limited to, all statutes, regulations, interpretations, directions and guidance of any regulatory authority, the rules of any payment network you use to make transactions using your Card, and the rules of any relevant industry self-regulatory authority, which are applicable to the Bank or your use of the Card and related services offered under this Agreement.

15. Contact Information; Notifying Us of Changes

You agree to provide and maintain a valid telephone number, mailing address, and email address (collectively, "Contact Information") on file with us at all times. By providing your Contact Information, you represent and warrant that you own and are authorized to send and receive communications using that Contact Information. You must notify us immediately if there is a change to your name, telephone number, mailing address, email address, or any other information you have provided us. Unless we agree otherwise, change of Contact Information or name must be made via the Online Services or email sent to care@remodelhealth.com, and you must submit any proof of address and identification requested by us. We may change your mailing address in our files if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your current address.

Neither the Bank nor Partner will be liable for any adverse effects to the Card as a result of undelivered mail or email or your inability to access Card information through the Online Services due to a failure to promptly notify the Bank or Partner of a change to your email or postal mailing address or if your email settings block or filter out messages from the Bank or Partner.

16. Contacting You

To the extent permitted by applicable law, you authorize us and each of our affiliates, agents, service providers, contractors, and successors, to contact you to service or maintain your Card using any Contact Information we have on file for you. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, service providers, contractors, and successors may: (1) contact you in any way, including through the Online Services, mail, email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number from which you call us, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any of our affiliates, agents, service providers, contractors, successors, or any other person or company that provides any services in connection with this Agreement. We may monitor, tape, or electronically record our telephone calls with you, including any calls with our customer service department, collections department, and any of our agents or service providers. For the avoidance of doubt, you agree you will accept calls from us regarding your Card. You understand these calls could be automatically dialed and a recorded message may be played. We may send communications electronically, rather than through U.S. mail or other means, unless the law says otherwise. We are not required to act upon instructions you give us unless you follow our instructions for notifying us and we have a reasonable opportunity to act on your instruction.

You may opt out of receiving autodialed or prerecorded calls or texts, to the extent required by law. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or you may change your communications preferences by contacting Partner at care@remodelhealth.com. We may require up to 10 days prior notice of your request to change your Contact Information or communications preferences. We may not be able to accommodate your communications preferences.

Should you provide a phone number for which you are not the subscriber, you understand and agree that you will indemnify us for any and all costs and expenses incurred as a result of us trying to contact at that number. Costs and expenses include reasonable attorney's fees, if permitted by law. We may monitor and record calls for training and quality assurance purposes.

You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. By indicating your consent on the Online Services or on your mobile device, you also agree to receive alerts about your Card activity, balances, payments, suspicious activities, and other matters involving your use of the Card through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification or Online Services content; or your use or reliance on the content of any push notification or the Online Services for any purposes, to the fullest extent permitted by law. Each push notification may not be encrypted and may include your name and information pertaining to your Card or use of the Online Services. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

17. Liability for Transactions On Your Account

You are liable and must pay for all transactions you make using your Card. Unless otherwise permitted under this Agreement, you may not permit any other person to use your Card. You are liable for all transactions made with your Card by you or any person to whom you provide access to your Card or any Credentials (as defined below) or device that can be used to access your Card, even if that person has exceeded their authority, until you notify us that such person is no longer authorized to use your Account, and we have a reasonable opportunity to act on your notification.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Card. This also includes any action that you or a third party takes regarding the Card that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your Account when they are incurred, without notice to you.

18. Transaction Limits

There are limits on the amount, type, and frequency of transactions you can make using your Account, which are described in this Agreement, your Deposit Account Agreement or in your Account Disclosures. There are other limits on your Account and your Card that we do not disclose to you in order to maintain the security of your Account, your Card and your systems, and we may change these limits without notice to you, unless required by applicable law.

19. Prohibited Transactions

We cannot schedule bill payments (1) to bill payment recipients or billers located outside the United States or any of its territories; (2) for any single payment greater than $99,999.99; or (3) that are otherwise prohibited by law. We have the right but not the obligation to monitor for, block, cancel and/or reverse the following types of payments, each of which is prohibited under this Agreement: (i) Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); (ii) Payments that violate any law, statute, ordinance or regulation; (iii) Payments related to: (1) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (2) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (3) goods or services that are sexually oriented; (4) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (5) goods or services that defame, abuse, harass or threaten others; (iv) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and (v) Payments relating to transactions that (1) constitute money-laundering or terrorist financing; or (2) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing. You must not use your Card for any illegal purposes. We have no obligation to monitor, review or evaluate the legality of any transaction, however, Card transactions are subject to review and can be delayed, rejected or frozen if the Bank determines in its sole discretion that the transaction violates applicable law, this Agreement, the policies of the Bank, or the network rules governing your Card. Such delay or freezing of your Card may impact your available Account balance. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity or online gambling or for any other reason at our discretion. In addition, such funds may potentially be subject to investigation by one or more federal law enforcement agencies.

We reserve the right to temporarily suspend, block or reject the processing of any transaction for any reason in our sole discretion.

20. Additional information about Electronic Fund Transfers

a. Your Rights and Responsibilities

Your Account allows you to make electronic fund transfers ("EFTs") to and from your Account. EFTs are transactions that are processed by electronic means and include, among others, Card transactions. This section provides you with information and important disclosures and terms about the EFTs that are permitted with your Card. You may also receive additional services from Partner, such as the ability to request EFTs to and from your Account through the Online Services. Please refer to Partner's Terms of Use for additional terms and disclosures applicable to those services. b. Types of EFTs Supported

You may use your Card to complete point-of-sale purchases of goods and services and to withdraw funds at an ATM or merchant point-of-sale that permits cash back withdrawals.

1. Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate EFTs between your Account and the third party's account using your Card number. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. If you authorize recurring payments that may vary in amount, the third-party initiating the payment may be required to tell you, 10 days before each payment, when it will be made and how much it will be. You should only provide your Card information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these EFTs.

1. Limits on EFTs

Transaction limits apply to your use of EFTs to transfer funds to or from your Account. Please see the "Transaction Limits" section above and your Account Disclosures.

1. Your Right to Stop Payment

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us at 844-748-3240, or write us at care@remodelhealth.com in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop-payment order you give, if set forth in our Fee Schedule. For consumer accounts, if you order us to stop an EFT payment 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. f. Confidentiality

We will disclose information to third parties about your Account or the transfers you make: (i) Where it is necessary for completing transfers, or (ii) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or (iii) In order to comply with government agency or court orders, or (iv) If you give us your written permission.

g. Our Liability for Failure to Complete Transfers – Consumer Accounts Only

For consumer Accounts, if we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your Account to make the transfer; (2) If the transfer would go over the credit limit on any overdraft line you have for your Account; (3) If the ATM where you are making the transfer does not have enough cash; (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer; (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and (6) There may be other exceptions stated in our Agreement with you. For commercial accounts, if we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable to you as required by applicable law. However, we will not be liable for our failure to do so due to reasons (1) through (6). h. Documentation of EFTs

You can get a receipt at the time you use your Card at an ATM or point-of-sale terminal. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us at 844-748-3240 to find out whether or not the deposit has been made. You will get a Statement as set forth in this Agreement.

i. Unauthorized Electronic Fund Transfers – Consumer Accounts Only

If you believe that your Card or any Credential (as defined below) you use to access your Account has been lost or stolen, call: 844-748-3240 or write care@remodelhealth.com .

Tell us AT ONCE if you believe your Card or any Credential you use to access your Account has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). If you tell us within 2 Business Days after you learn of the loss or theft of your Card or Credentials, you can lose no more than $50 if someone used your Card or Credentials without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card or Credentials, and we can prove we could have stopped someone from using your Card or Credentials without your permission if you had told us, you could lose as much as $500.

Also, if your Statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 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.

ERROR RESOLUTION NOTICE – PROCEDURES FOR NOTIFYING US IN CASE OF ERRORS AND UNAUTHORIZED EFTS

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 844-748-3240: Write to us at care@remodelhealth.com as soon as you can, if you think your Statement or receipt is wrong or if you need more information about a transfer listed on the Statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.

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

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

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 investigate the report.

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 credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 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 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

j. Unauthorized Electronic Fund Transfers – Commercial Accounts Only

If you believe that your Card or any Credential (as defined below) you use to access your Account has been lost or stolen, call: 844-748-3240 or write care@remodelhealth.com

Tell us AT ONCE if you believe your Card or any Credential you use to access your Account has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if any). Also, if your Statement shows transfers that you did not make, including those made by card, code or other means, tell us at once.

PROCEDURES FOR NOTIFYING US IN CASE OF ERRORS AND UNAUTHORIZED EFTS

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 844-748-3240: Write to us at care@remodelhealth.com as soon as you can, if you think your Statement or receipt is wrong or if you need more information about a transfer listed on the Statement or receipt. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. 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 investigate the report unless required by law. We will conduct an investigation to determine whether an error or unauthorized transfer occurred. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, the investigation may take longer. We will tell you the results after completing our investigation. If we determine that an error or unauthorized transaction occurred, we will attempt to correct the error. If we do not do so, we will be liable to you for the amount of the error or transaction to the extent required by applicable law or this Agreement.

- 1. Our Liability for a Failure to Complete a Transaction; Unauthorized Transactions and Failure to Stop Payment – Commercial Accounts

We will respond to notices of errors or unauthorized EFTs as set forth in Section 20(j) or otherwise in a commercially reasonable amount of time. We will respond to requests to stop payments in a commercially reasonable manner and time. You agree that in no event will be liable in an amount exceeding the lesser of five thousand U.S. dollars ($5,000) or the actual amount of your loss, unless the loss is caused by our gross negligence, or unless otherwise required by applicable law. You also agree that we will not be liable for any amount of loss that you may incur if you (i) do not tell us about an error or unauthorized transaction within thirty (30) days after the first Statement showing the error or unauthorized EFT is made available to you; or (ii) you do not provide us with the information necessary to place a stop payment on a transaction in a timely manner. In addition, we are not liable for any losses you may incur (iii) if your funds are not available due to a hold or your funds are subject to legal process; (iv) if we do not complete a transaction because we or Partner has a reasonable to believe the transaction is unauthorized or may violate applicable law or this Agreement; (v) your Account is closed or inactive; or (vi) for any of the reasons listed in Section 20(g)(1)-(6). There are additional limitations on our liability in this Agreement.

- 1. Interruption of Card Services

If you request to cancel a Card, request a replacement Card, or you report that your Card or any Credentials have been lost, stolen, or used without your permission, we may cancel your Card and any other access device associated with your Card. We may also close your Account and reopen it with a new Account number. Once the security of your Account has been established, we will send you a replacement Card and issue you a new Card number. You may be unable to use your Card or Card number to make transactions on your Card until you receive and activate your replacement Card.

Please see your Deposit Account Agreement for information about other ways to access the funds in your Account.

21. Security

It is your responsibility to protect your Card, Virtual Card, Card number, the Account number we provide you for your Account, and all passwords, access devices, and other credentials you can use to access your Card, Virtual Card, Virtual Wallet, or Account ("Credentials"). You agree to follow all of the security procedures in this Agreement. Do not discuss, compare, or share your Card or Credentials or any other information about your Account information with anyone. You could lose all of the money in your Account. Keep your Credentials, and Statements secure at all times. Make sure to also keep your mobile device secure at all times and avoid accessing the Online Services or a Virtual Wallet when others can see your screen. Your Account information can be used by thieves to issue an electronic debit or to encode your number on a false demand draft that looks like and functions like an authorized check. If you furnish your Card and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. The Bank and Partner are entitled to rely and act upon instructions received using your Credentials or your Card. You are further responsible for ensuring that you sign out of the Online Services and any Virtual Wallet when a session is complete to prevent unauthorized persons from accessing your Account. If the Online Services give you the ability to "lock" your Card, you must do so when your Card is not in use. For commercial Accounts, you represent and warrant that the Company Signer and any other person who is provided or otherwise gains access to Credentials and Cards is authorized to make transactions on your behalf.

For commercial Accounts, if the employment or authority of any Company Signer or other person with access to your Credentials, you agree to notify Partner immediately and destroy all access devices to which such person has access.

22. Business Days

Our Business Days are Monday through Friday, excluding federal holidays, even if we are open (each, a "Business Day").

23. Closing Your Card

You agree to immediately notify Partner if you want to close your Card. You may request to close the Card through the

Online Services or by sending an email to care@remodelhealth.com. You will no longer be able to access funds in your Account with your Card once your Card is closed. If you close your Card, we may close your Account. Your Card remains our property and immediate surrender of it may be required by us at any time. We may cancel the Card at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us.

24. Account Transfer and Assignment

Your Card and your obligations under this Agreement may not be transferred or assigned without our prior written consent. We may transfer our rights under this Agreement and may transfer your Card to a successor financial institution.

For commercial Accounts, an “assignment” includes any Change of Control of your business, including any merger, sale of more than 50% of the assets, or the acquisition by any party of more than 25% of the equity or any class of voting or non-voting securities. You must have a Company Signer authorized to use the Card and make transactions on your behalf at all times. You may change the Company Signer with our prior written consent and subject to our approval.

25. Acknowledgement

You acknowledge the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite security procedures established by the Bank and/or Partner such as firewalls, passwords, and data encryption. You also understand that access to the Online Services will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium, and further agrees the Bank and/or Partner are not responsible for any such delays, malfunctions, or inconveniences. You acknowledge that you are responsible for maintaining all equipment required for your access to and use of your Card. You authorize the Bank, Partner, or any third party acting on behalf of the Bank or Partner, to serve as an agent in processing transaction instructions received from you via the internet, and to post such transactions to the Account. You will be solely responsible for the timeliness, accuracy and adequacy of the data entered as well as the completeness of any instruction entered.

26. Disclaimer of Warranties

To the fullest extent permitted by law, the Bank and Partner do not make any warranties of any kind related to the Online Services or Card, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. Furthermore, the Bank and Partner do not warrant that the Online Services or access to or use of the Card will be uninterrupted or error free, that defects will be corrected, or that the Online Services are free of viruses or other harmful components. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE CARD, THE ONLINE SERVICES AND THE ACCOUNT IS AT YOUR SOLE RISK, AND THAT THE CARD AND ONLINE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

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

27. Data and Information Supplied by You

You have the sole responsibility of ensuring the accuracy and correctness of the data you supply. You acknowledge and agree that we will not examine the data for correctness and that we will not have any responsibility for detecting errors in the data transmitted by you. The data you transmit must be correct and complete. We will not be liable to you for failure to process incorrect or incomplete data. You agree that you are solely liable for, and we will not have any liability whatsoever for, any data or other information that is not received by us or for any data or other information that is intercepted or altered by an unauthorized third party, to the fullest extent permitted by law. You agree that we have no obligation to accept any data or other information and, therefore, may reject any data or other information that you transmit or deliver in connection with this Agreement.

28. Limitations of the Bank’s Liability and Obligations to You

You agree that we, our service providers, agents, officers, directors, and employees (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the “Indemnified Parties”) will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party doesn't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Card. For commercial Accounts, in no event shall the aggregate liability of the Indemnified Parties exceed the amount of fees paid by you during the preceding six (6) months. This Limitation of Liability section will survive termination of your Account.

In the performance of the services required by this Agreement, the Bank and Partner are each entitled to rely solely on the information, representations and warranties you provide pursuant to this Agreement. Except as otherwise specifically provided by law, the Bank is only responsible for performing the services expressly provided for in this Agreement and is liable only in the event of loss due to its gross negligence or willful misconduct in performing those services, except as otherwise expressly set forth by this Agreement or required by applicable law. The Bank is not liable for any damages you may incur due to a delay in Partner providing the Bank with any notices or information Partner receives from you. Bank and Partner will have no liability and will be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, act of terror, emergency conditions, or other conditions (such as fire or flood) beyond the Bank’s control. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Card-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs, except to the extent that applicable law requires a longer timeframe. You agree to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Card.

29. Indemnity and Release

To the fullest extent permitted by law, you agree to release, indemnify and hold the Bank, Partner, and our respective officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement and applicable law; (3) any action or omission by you in violation of this Agreement or applicable law; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you. These indemnities will apply, without limitation, to any losses arising from the dishonor of any check or other debit item. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

30. Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided, if any. If no delivery instruction is provided, notice must be given by emailing Partner at care@remodelhealth.com. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file or emailed to you at the email address we have on file for you.

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by Federal Regulation CC or other law.

31. Periodic Statements

We will make available a periodic statement for your Account monthly ("Statement"). The Statement will include Card transactions made during the Statement period. We will make your Statement available through email or the Online Services, or by mail if a paperless Statement is not made available. We have made the Statement available to you on the day we notify you that the paperless Statement is available or we mail your paper Statement. You may also view your recent transaction history at any time through the Online Services. You agree to notify us promptly if you do not receive your Statement by the date that you normally would expect to receive it. You agree that the Statements have been delivered or made available to you in a reasonable manner. If we send any Statements after you have filed for bankruptcy, you acknowledge that such Statements are for informational purposes only and are not an attempt to collect a debt.

2. No Waiver

If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

3. Governing Law

Your Card is governed by federal law and the laws of the State of Maine. We enter into this Agreement with you in Maine. Except as otherwise provided in the Arbitration Agreement, this Agreement and your Card are subject to applicable federal laws and laws of the State of Maine, without regard to internal principles of conflicts of law. Except as otherwise provided in the Arbitration Agreement, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Transactions using your Card are also subject to the operating rules of the payment card network on which your Card is issued, e.g., Mastercard or Visa. Changes in these laws may change the terms and conditions of your Card. We will notify you of any changes as required by law.

ARBITRATION AGREEMENT

We have put this section ("Arbitration Agreement") in question and answer form to make it easier to follow. However, this Arbitration Agreement is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Bangor Savings Bank, 24 Hamlin Way, Bangor, Maine 04401. By completing an application for a Card, and unless you are a "covered borrower" protected by the Military Lending Act or unless you promptly opt out of the Arbitration Agreement, you agree to the Arbitration Agreement even if you do not use the Card.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS SECTION SETS FORTH THE CIRCUMSTANCES AND PROCEDURES UNDER WHICH DISPUTES (AS DEFINED BELOW) SHALL BE ARBITRATED UPON THE ELECTION OF EITHER PARTY INSTEAD OF LITIGATED IN COURT. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE

ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

1. **Background and Scope.**

Question	Answer	Further Detail
What is arbitration?	**An alternative to court.**	In arbitration, a third party arbitrator ("Arbitrator") solves Disputes in an informal hearing.
Is it different from court and jury trials?	**Yes.**	The hearing is private. There is no jury. In most (but not all) circumstances, it is less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt out of this Arbitration Agreement?	**Consumer Accounts: Yes, within 60 days.** **Commercial Accounts: No**	If you do not want this Arbitration Agreement to apply, you must send us a signed notice within 60 calendar days after you obtain the Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address, and Account number. State that you "opt out" of the Arbitration Agreement. Commercial accountholders may not opt out of this Arbitration Agreement.

What is this Arbitration Agreement about?	**The parties' agreement to arbitrate Disputes.**	Unless prohibited by applicable law, and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.
Who does the Arbitration Agreement cover?	**You, us, and certain "Related Parties".**	This Arbitration Agreement governs you and us. It also covers certain "Related Parties": (1) your and our respective parents, subsidiaries, and affiliates; (2) your and our employees, directors, officers, shareholders, members, and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

What Disputes does the Arbitration Agreement cover?	**All Disputes (except certain Disputes about this Arbitration Agreement).**	This Arbitration Agreement governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Agreement, the word "Disputes" has the broadest reasonable meaning. It includes all claims between you and us, including direct and even indirect claims related to your Account or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity of this Arbitration Agreement. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. All issues relating to the scope and arbitrability of this Arbitration Agreement are for the Arbitrator to decide, and not for a court to decide.
Who handles the arbitration?	**An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.**	Arbitrations are conducted under this Arbitration Agreement and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator will be either: (1) The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.iamsadr.com; or (3) Any other company picked by agreement of the parties. If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Agreement. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least 10 years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	**Sometimes.**	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand,

				and reserve the right to demand, arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	**Yes, both you and we are giving up rights.**			For Disputes subject to this Arbitration Agreement, you give up your right to: (1) Have juries decide Disputes; (2) Have courts, other than small-claims courts, decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Combine or join a Dispute you have with a dispute brought by other customers; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another customer start a class arbitration?	**No.**			The Arbitrator is not allowed to handle any Dispute on a class or representative basis unless we have given our prior consent to a class arbitration. All Disputes subject to this Arbitration Agreement must be decided in an individual arbitration or an individual small-claims action. This Arbitration Agreement will be void if a court rules that the Arbitrator can decide a Dispute on a class basis without our prior consent and the court's ruling is not reversed on appeal.
What law applies to this **Arbitration Agreement?**	**The Federal** **("FAA").**	**Arbitration**	**Act**	This Agreement and the Account involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Arbitrator must apply substantive law consistent with the FAA.
Will anything I do make this Arbitration Agreement ineffective?	**No.**			If you choose to not opt-out, this Arbitration Agreement stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
If a court or Arbitrator determines certain terms of this Arbitration Agreement are ineffective, does that invalidate the entire **Arbitration Agreement?**	**No.**			If a court or the Arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. The Arbitration Agreement will then be enforceable as so modified.

1. **Process.**

Question	Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	**Send a written Dispute notice and work to resolve the Dispute.**	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	**By following the agreed-upon arbitration administrator's rules for commencing an arbitration.**	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Agreement, by following the rules of the administrator whom the parties agreed upon. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in
		court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	**Yes.**	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
Can I appeal the Arbitrator's decision?	**The ability for you or us to appeal an Arbitrator's decision is very limited.**	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Will the Arbitrator's decision be made public?	**No, neither you nor us will have the right to make the Arbitrator's decision public.**	All aspects of the arbitration proceeding, and any ruling, decision, or award by the Arbitrator, will be strictly confidential for the benefit of you and us.
Can you change this	**Yes.**	Notwithstanding any provision of this Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 calendar days of the change to the Notice Address provided above. By

Arbitration Agreement?		rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the language of this Arbitration Agreement as of the date you first accepted this Agreement. We may close your Card if you reject any future change.

1. **Arbitration Fees and Awards.**

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