

## DISCLOSURE REQUIRED BY FEDERAL LAW

## **READ AND SCROLL DOWN**

## ELECTRONIC RECORDS (E-SIGN) DISCLOSURE AND CONSENT

Please read this Electronic Records (E-Sign) Disclosure and Consent ("Disclosure") carefully and keep a copy for your records.

This Disclosure applies to all Communications for those products and services offered through the "pling™ App" (Hereafter "the App") that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "we," "us," and "our" mean Bangor Savings Bank, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "Account" means the account you have with us. "Communication" means any customer agreements or amendments thereto, disclosures, notices, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

- a. Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
  - All legal and regulatory agreements, disclosures and communications associated with the features or services available through the pling<sup>™</sup> App for your Account
  - Notices or disclosures about a change in the terms of your Account
  - Privacy policies and notices
- b. **Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, which may link you to Communications contained in an account statement, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.
- c. How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form by contacting us at 1.877.Bangor1 (1.877.226.4671). You may also write to Deposit Operations, P.O. Box 930, Bangor, ME 04402-0930. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.
- d. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Bangor Online Service or by contacting us at **1.877.Bangor1** (1.877.226.4671).



- e. Hardware and Software 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.
- f. Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by logging in to the Bangor Online Service and send a paper statement request using our secure message feature, or you may contact usat1.877.Bangor1 (1.877.226.4671). We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- g. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
- h. **Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (E-Sign Act), and that you and we both



intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

i. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**Consent.** By selecting "By checking this box you indicate that you agree to the terms of the E-Sign Agreement," you hereby give your affirmative consent to our providing electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.