



www.barharbor.bank • 888-853-7100

Member FDIC Equal Housing Lender

# Consumer Debit Card Agreement

Effective 1/1/21

**Introduction** - This Consumer Debit Card Agreement contains contract terms and other important information relating to your Debit Card. These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the term of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Applicable Law** - This Agreement will be governed by the laws of the State where you opened your account, as well as federal laws and regulations. Normal banking customs and practices also apply.

**Definitions** - Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to Bar Harbor Bank & Trust, which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The term "Designated Account(s)" means those checking and/or savings account(s) that you indicated on the Card Application should be accessible for the Card Transactions indicated in this Agreement. The term "Primary Account" means the checking account that you have indicated on the Card Application should be debited for POS Transactions.

**Personal Identification Number (PIN)** - When you receive your card there will be an activation sticker that includes the number for the Interactive Voice Response Unit (IVR) 1-800-992-3808. When calling the IVR you will be prompted to validate your identity and will then choose a PIN. You are responsible for maintaining the confidentiality of the PIN. The PIN should be memorized and not written in order to prevent unauthorized use. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and we suffer a loss, we may terminate your access to card services immediately. We employ security systems that may limit the use of your card in circumstances where possible fraud or other problems are detected.

**Consumer Debit Card Requests** - By requesting a card be issued to you and/or others authorized by your account agreement, you hereby agree to the rules and regulations affecting the issuance of the Bar Harbor Bank & Trust Debit Card that is provided for your convenience to enable access to funds available in your accounts.

**Joint Accounts** - Each party to a joint checking or savings account may request a Debit Card. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all EFT transactions to or from any checking, savings, or loan accounts, or other account designated or as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and we may accept orders and instructions regarding the EFT transaction on any account from any joint account owner.

**We Own the Card; Cancellation** - Each Card that we issue to you remains our property and we may require immediate surrender of it 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. You may terminate this Agreement by written notice to us. If you terminate this Agreement, you must immediately return to us all Cards that we have issued to you. The Card is not transferable. For your protection, machines are programmed to retain Cards in certain circumstances.

**Amendment** - You agree that the terms and conditions of this Agreement, including the dollar limitations on use of a card, may be amended by us at any time. We will notify you of amendments as required by applicable law. We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your card after receipt of notice of an amendment constitutes your acceptance of the change.

**Card Transaction Types** - You understand that the Card can be used to make the following Transactions (each, unless otherwise specified, a "Transaction"):

- ATM Transactions: The Card may be used to (a) withdraw funds from, (b) make deposits (at one of our ATMs) to, (c) transfer funds between, or (d) check balances of your Designated Account(s) at ATM's in participating networks.

- POS Transactions: The Card may be used to purchase goods or services from a third party merchant that accepts Mastercard® debit cards ("POS Transaction"). You may also get "cash back" from participating third party merchants. All such POS Transactions will debit the Primary Account indicated on your Card Application.
- Preauthorized Payments: You may arrange to have preauthorized payments made from your Designated Accounts to a third party.
- Person to Person and Money Transfer Transactions: The card may be used to complete electronic money transfers from one person to another through an intermediary such as a person to person (P2P) payment application.

**Dollar and Frequency Limits** - You agree that each card has the following daily Transaction limits:

Transaction Type	Daily Limits
<b>ATM, POS, and Preauthorized Transactions</b>	
ATM Withdrawal	Account Available Balance or \$505, whichever is less. 10 ATM transactions per 24-hour period.
POS Transaction and Preauthorized Transaction	Account Available Balance or \$2,500, whichever is less. 20 POS transactions per 24-hour period.
Combined ATM and POS Transaction Limits	Account Available Balance or \$3,005, whichever is less. 25 transactions per 24-hour period.
<b>Person to Person/Money Transfer Transactions</b>	
Amount per Transaction	\$2,500
Daily Limits	Account Available Balance or \$2,500, whichever is less. 3 transactions per day.
Weekly Limits	Account Available Balance or \$12,500, whichever is less. 15 transactions per week.

**Advisory Against Illegal Use** - You agree the Card will not be used for illegal gambling or any other illegal purpose. Display of the Mastercard or other payment card logo by an online merchant does not necessarily mean that Transactions are lawful in all jurisdictions in which the Cardholder may be located.

**Documentation of Transactions** - You can receive a copy of ATM and POS Transaction receipts at the time the Transaction is originated. You will also receive, on a monthly basis, a statement including the Transactions made on your Designated Accounts.

**Retain Copies for Your Records** - You should retain copies of all records including receipts and credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Stop Payment** - You do not have the right to place a stop payment on any ATM or POS Transaction resulting from the use of your Card; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Cardholders are provided a right to stop payment on any of a series of pre-authorized (recurring) transfers from the consumer's account. This right applies until the third business day before the settlement date of the transfer.

**Use of Your Card Outside of the United States** - We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country, please let us know in advance. Otherwise, it is possible that your Card Transaction initiated in a foreign country may be delayed or declined.

**Account Information Disclosure** - We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

**Charge for ATM Transactions made at Non-Bar Harbor Bank & Trust ATMs** - We will assess you an Automated Teller Machine (ATM) fee each time you conduct an ATM Transaction (including withdrawals, transfers, and balance inquiries) at non-Bar Harbor Bank & Trust ATM's. Please refer to our Fee Schedule for the current amount of this fee. The owner or operator of such an ATM may also assess you a fee for use of the ATM (including withdrawals, transfers, and balance inquiries).

**Currency Conversion** - If you effect a Transaction with your Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount using procedures established by Mastercard, based on the exchange rate in effect at the time the Transaction is processed. The exchange rate is a rate selected by Mastercard from the range of rates available in wholesale current markets for the applicable Central Processing Date (which rate may vary from the rate Mastercard itself receives) or the government-

mandated rate in effect for the applicable Central Processing Date. The rates in effect on the Central Processing Date may vary from the rate in effect on the date of your Transaction or the date on which it posts to your Designated Account.

**Foreign Transaction Fee** - We may assess you a Foreign Transaction fee for each Transaction made outside of the United States. The amount of this fee will be an amount less than or equal to 2.00% of the amount of your Transaction in US Dollars.

**Other Fees** - Please refer to our Fee Schedule for additional information on fees.

**Overdrafts** - An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways. We offer overdraft protection plans, such as a link to another deposit account, or a line of credit, which may be less expensive than Overdraft Protection. We also offer Overdraft Protection.

**Overdraft Protection**

Overdraft Protection is a discretionary overdraft service requiring no action on your part that provides you a safety net up to an automatically assigned overdraft limit. Your Overdraft Protection limit may be available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit.

As long as you maintain your account in “good standing,” we may approve your overdraft items within your current available Overdraft Protection limit as a non-contractual courtesy.

For Overdraft Protection consideration, your account is in “good standing” if you (1) deposit enough money to bring your account to a positive end-of-day balance at least every 30 calendar days (including the payment of all bank fees and charges), (2) avoid excessive overdrafts, suggesting the use of Overdraft Protection as a continuing line of credit, and (3) there are no legal orders, levies, or liens against your account.

For more information on Overdraft Protection please refer to the Deposit Account Agreement.

**What are the standard overdraft plans that come with my account? The following transactions types may be authorized by the Bank to pay overdrafts:**

- Checks and other transactions made using your checking account number
- Automatic bill payments
- Electronic transactions originating from your use of Debit Card

**We will not authorize and pay overdrafts for the following types of transactions unless you ask us to do so by signing an Overdraft Opt-In agreement with us:**

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transactions. If we do not authorize to pay an overdraft, your transaction will be declined.

**Error Resolution Notice** - In case of errors or questions about your electronic transfers, contact Debit Card Dispute services at the numbers listed at the bottom of this agreement 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 sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than sixty (60) calendar days after the problem or error was FIRST reflected in your statement.

- Tell us your name and account number
- 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
- 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days (and twenty (20) business days if the transfer involved a new account) after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days (ninety (90) calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount you think is in error so 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 ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) calendar days after the first deposit is made.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation, and will debit the provisionally credited amount from your account. You may ask for copies of the documents we used in our investigation.

**Point of Sale (POS) Services** - If your card is a Mastercard debit card, you can use your card and signature to pay for purchases from merchants displaying the Mastercard symbol. Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy on refunds and returns that governs these transactions.

**Our Liability for Failing to Complete a Transfer** - We will not be liable if:

- You do not have enough money in your account to make the transfer
- You have an overdraft line and the transfer would cause you to exceed your credit limit
- An ATM does not have sufficient cash
- A terminal or system is not working properly and you knew about the breakdown when you started the transfer
- Circumstances beyond our control (such as fire or flood) prevent the transfer
- A merchant refuses to accept your Card
- An ATM rejects your Card
- If the funds are subject to legal process or other encumbrance restricting such transfer.

There may be other limitations on our liability.

**Consequential Damages** - We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

**Disclaimer of Liability** - We expressly disclaim all warranties that the ATM's in participating networks shall function properly or be available for use.

**Consumer Liability for Unauthorized Card Transactions** - Tell us AT ONCE if you believe your Card or PIN has been LOST or STOLEN, or if you believe that an electronic funds transfer has been made without your permission using information from your check. 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 you tell us within TWO (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than FIFTY DOLLARS (\$50) if someone uses your Card at an ATM without your permission. If you tell us within two (2) business days, you can lose no more than ZERO DOLLARS (\$0) if someone uses your card for a Mastercard® purchase without your permission.

If you do not tell us within TWO (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your card at an ATM without your permission if you had told US, you could lose as much as FIVE HUNDRED DOLLARS (\$500). If you do NOT tell us with TWO (2) business days after you learn of the loss or theft of your card or PIN, and we can prove that we could have stopped someone from using your Card for a Mastercard purchase without your permission if you had told us, you could lose as much as FIFTY DOLLARS (\$50).

Also, if your statement shows transfers you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within SIXTY (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the SIXTY (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods specified above to a reasonable time.

**Additional Limits on Liability** - Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Mastercard or Plus networks, or to transactions using your Personal Identification Number which are not processed by Mastercard. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**Evidence** - If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy or digital reproduction will have the same validity as the original.

**Bar Harbor CashBack Rewards** – Cash rewards are applicable to e-Choice Checking, Preferred Checking, and Rewards Checking. You'll earn \$0.05 back on purchases of any amount including PIN and signature transactions. Purchases must be from a third party merchant that accepts debit cards. Your rewards will be credited on your monthly statement, for example, if you use your debit card 30 times to make purchases during the month you will receive a \$1.50 credit on your monthly statement. We may change any term of the Bar Harbor CashBack Rewards program. We will give you reasonable notice in writing or by any other method permitted by law.

**If you believe your card or PIN has been lost or stolen:  
Call and/or write us at:**

Bar Harbor Bank & Trust  
Customer Service Center  
9 Main Street  
Newport, NH 03773

**Call Us at:**

888-853-7100 during business hours  
833-337-6075 after hours  
614-564-5105 after hours (if calling from outside the US)

For the purpose of this agreement our business days are Monday through Friday, 8:00 am to 5:00 pm, excluding recognized state and federal holidays.

**Disputes** - To dispute any unauthorized card-initiated transaction, please contact us at 888-853-7100, or mail your correspondence to:

Bar Harbor Bank & Trust  
Risk Management Department  
1 Main Rd North Suite 101  
Hampden, ME 04444

\*Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.