

KENNEBEC SAVINGS BANK
PLATINUM MASTERCARD AGREEMENT

In this Agreement, the words *you* and *your* mean each and all of those who apply for a Card, sign an application for a Card, or use the Card. *Card* means a MasterCard credit card and any duplicates and renewals that we issue under this Agreement to provide access to your Account. *Account* means the Credit Line with us which is governed by this Agreement. *We, us, and ours* mean Kennebec Savings Bank.

- 1. Responsibility.** If we issue you a Card, you agree to pay all debts and the Finance Charge arising from the use of the Card and the Account. You are also responsible for charges made by anyone else to whom you give a Card, and this responsibility continues until the Card is recovered. You cannot disclaim responsibility by notifying us, but we will close the Account for new transactions if you so request and return all Cards. Your obligation to pay the Account balance continues even though an agreement, divorce decree, or other court judgment to which we are not a party may direct you or one of the other persons responsible to pay the Account. If more than one person has applied for a Card or signed the application, paragraph 16 below also applies to your Account. You agree that you will not use or allow anyone else to use your Card or Personal Identification Number ("PIN") or the Account for any transaction that is illegal under applicable federal, state, or local law.

PROHIBITION AGAINST ENGAGING IN UNLAWFUL INTERNET GAMBLING — UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT NOTICE: Restricted transactions as defined in Federal Reserve Board Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

- 2. Lost Card Notification.** If you believe your Card has been lost or stolen, you will immediately call us at: (207) 622-5801 during business hours or (855) 441-7706 after hours.
- 3. Liability for Unauthorized Use.** Unless you are a business entity or your Card is used for business purposes, you will not be liable to us for the unauthorized use of your Card if your Account is in good standing; you have used reasonable care in protecting your Card from loss or theft; you have promptly reported to us when you know your Card is lost or stolen; and you have not reported two or more unauthorized events in the preceding 12 months. In any case, your liability to us will not exceed \$50.00 for other unauthorized use of your Card that occurs prior to the time when you give notice of possible unauthorized use to us at (207) 622-5801 or (855) 441-7706 or in writing at P.O. Box 50, Augusta, Maine 04432; and you will not be liable for unauthorized use that occurs after you notify us. If you give the Card to your employee or agent, or allow your employee or agent to use a Card, or if we issue a Card for your Account to your employee or agent, their use of the Card is not "unauthorized use." The use of the Card by such persons is authorized and you are responsible for all use by such persons, even if they are no longer employed by you, until we receive actual notice from you that use by any such person is no longer authorized.
- 4. Credit Line.** If we approve your application, we will establish a self-replenishing line of credit ("Credit Line") for you and notify you of its amount when we issue the Card. You agree not to let the Account balance exceed this approved amount of your Credit Line. Each payment you make on the Account will replenish your Credit Line by the amount of the payment which is applied to principal. You may request an increase in your Credit Line only by written application to us, which must be approved by a loan officer. By giving you written notice, a loan officer may reduce your Credit Line from time to time, or with cause, revoke your Card and terminate this Agreement. Cause includes but is not limited to your failure to comply with this Agreement, or our adverse reevaluation of your creditworthiness. You may also terminate this Agreement at any time, but termination by either of us does not affect your obligation to pay the Account balance. The Cards remain our property and you must recover and surrender to us all Cards upon our request and upon termination of this Agreement.
- 5. Credit Information.** You authorize us to investigate your credit standing when opening, renewing, or reviewing your Account, and you authorize us to disclose information regarding your Account to credit bureaus and other creditors who inquire of us about your credit standing.
- 6. Details About Your Monthly Payment.**
 - (a) **Monthly Statement.** We will mail you a statement every month showing your previous balance of purchases, cash advances and balance transfers (if any), the current transactions on your Account, the remaining credit available under your Credit Line, the new balance of purchases, balance transfers (if any), and cash advances, the total new balance, the Finance Charge due to date, and the required minimum payment. If provided electronically, statements will be available via online/internet banking where you may access, review, print and otherwise copy/download your periodic statements using procedures that we authorize.
 - (b) **Minimum Payment.** Every month you must pay at least the minimum payment within 25 days of your statement closing date. You may, of course, pay more frequently, pay more than the minimum payment, or pay the total new balance in full, and you will reduce the Finance Charge by doing so. The minimum payment will be any unpaid portion of the minimum payments shown on prior statements plus either (a) 2% of your total new balance, or \$10, whichever is greater, or (b) your total new balance if it is less than \$10. Sections 7(c), (d) and (e) below explain how we calculate your total new balance.

- 7. Finance Charges.** The Bank, in its sole discretion, may change the monthly Periodic Rate and Annual Percentage Rate from time to time in compliance with any specifically applicable laws and/or regulations. Any change in the Finance Charge will apply only to any new purchases, cash advances and balance transfers.
- (a) When Finance Charge Begins. A Finance Charge will be imposed on cash advances and balance transfers from the date made or from the first day of the billing cycle in which the cash advance or balance transfer is posted to your Account, whichever is later, and will continue to accrue until the date of payment. A Finance Charge will be imposed on purchases only if you elect not to pay the entire new balance of purchases shown on your monthly statement within 25 days from the closing date of that statement. If you elect not to pay the entire new balance of purchases shown on your monthly statement within that 25 day period, a Finance Charge will be imposed on the unpaid amount of those purchases beginning on the statement closing date and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire new balance of purchases is paid in full or until the date of payment if more than 25 days from the closing date.
 - (b) Figuring the Finance Charge. The **FINANCE CHARGE** is calculated at the monthly periodic rate of 0.958%, which is an **ANNUAL PERCENTAGE RATE** of 11.5%.
 - (c) Cash Advances. The Finance Charge on cash advances for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of cash advances of your Account, which is determined by dividing the sum of the daily balances of cash advances made during the billing cycle by the number of days in the cycle. Each daily balance is determined by subtracting from the beginning balance of cash advances of your Account each day any payments received or credits posted to your Account.
 - (d) Purchases. The Finance Charge on purchases for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of purchases, which is determined by dividing the sum of the daily balances of purchases during the billing cycle by the number of days in the cycle. Each daily balance of purchases is determined by subtracting from the beginning balance of purchases of your Account each day any payments received and credits posted to your Account.
 - (e) Balance Transfers. The Finance Charge on balance transfers for a billing cycle is computed by applying the monthly periodic rate to the average daily balance of balance transfers of your Account, which is determined by dividing the sum of the daily balances of balance transfers during the billing cycle by the number of days in the cycle. Each daily balance is determined by subtracting from the beginning balance of balance transfers of your Account each day any payments received or credits posted to your Account.

We add the average daily balances of cash advances, balance transfers and purchases to calculate your total new balance.

- 8. Charges and Fees.** The following other charges and fees will be added to your Account, as applicable:
- (a) Late charge equal to the minimum payment up to \$25.00 (over 15 days from the due date)
 - (b) Returned payment fee \$5.00
 - (c) Statement copy fee \$5.00
 - (d) Card replacement fee \$5.00
- 9. Default.** You will be in default if you fail to make any minimum payment within 25 days after your monthly statement closing date. You will also be in default if your ability to repay is materially reduced by a change in your employment, an increase in your obligations, bankruptcy or insolvency proceedings involving you, you die, or you fail to abide by this Agreement. We have the right to demand immediate payment of your full Account balance if you default, subject to our giving you any notice required by law.
- 10. Using the Card.** To make a purchase or cash advance, there are two alternative procedures to be followed. One is for you to present the Card to a participating MasterCard plan merchant, to us or to another financial institution and follow the instructions provided. The other is to complete the transaction by using your PIN in conjunction with the Card in an Automated Teller Machine or other type of electronic terminal that provides access to the MasterCard system. Cash advances are limited to a total of \$2,500 per day. There are no daily limits on the amount of purchases. Your monthly statement will identify the merchant, electronic terminal or financial institution at which transactions were made, but sales, cash advance, credit, or other receipts cannot be returned with the statement. You must retain the copy of such receipts furnished at the time of the transaction in order to verify the monthly statement.
- 11. Returns and Adjustments.** Merchants and others who honor the Card may give credit for returns or adjustments, and they will do so by sending us a credit which we will post to your Account. If your credits and payments exceed what you owe us, we will hold and apply this credit balance against future purchases and cash advances, or if it is \$1 or more, refund it upon receipt of your written request or automatically after 6 months.
- 12. Foreign Transactions.** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. Dollars. The exchange rate for transactions in a foreign currency will be a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date.
- 13. Plan Merchant Disputes.** We are not responsible for the refusal of any merchant or financial institution to honor your Card. We are subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card only

if you have made a good faith attempt but have been unable to obtain satisfaction from the merchant, and (a) your purchase was made in response to an advertisement we sent or participated in sending to you; or (b) your purchase cost more than \$50.00 and was made from a merchant in your state or within 100 miles of your home. Any other disputes must be resolved directly with the merchant.

- 14. Security Interest.** You may be giving a security interest in a specific amount of your Deposit Account(s) with us by signing a separate pledge agreement. If you give us a security interest, you must maintain the amount of the security given in your Deposit Account(s) at all times during which you have the right to use your Card(s). Other than this security interest, we will not assert any right we may have if you are in default to prevent withdrawal of funds in your Deposit Account(s) above the amount of the security you give. We also waive any other security interest we may have for advances or purchases made under this Agreement.
- 15. Effect of Agreement.** This Agreement is the contract which applies to all transactions on your Account even though the sales, cash advances, credit, or other documents you sign or receive may contain different terms. We may amend this Agreement from time to time by sending you advance written notice as required by applicable law. Your use of the Card thereafter will indicate your agreement to the amendments. To the extent the law permits, and we indicate in our notice, amendments will apply to your existing Account balance as well as to future transactions.
- 16. Joint Liability.** Each person who signed the application will be individually and jointly responsible for paying all amounts owed under this Agreement. This means that we can require any one of you, individually, to repay the entire amount owed under this Agreement. Each of you authorizes the other(s) to make purchases or cash advances individually. Any one of you may terminate the Account and the termination will be effective as to all of you.
- 17. Statements.** We are required to send you a periodic statement at least 21 days before the payment due date. If you do not receive your statement by the last day of the month, please call (207) 622-5801 for a copy of your most recent statement.
- 18. Due Date.** Your payment due date will always be on the same date each month.
- 19. Copy Received.** You acknowledge receipt of a copy of this Agreement.

YOUR BILLING RIGHTS: KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Kennebec Savings Bank
P.O. Box 50
Augusta, Maine 04432

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe by the date we told you the payment was due.

If you receive our explanation but still believe your statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your statement is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Kennebec Savings Bank
P.O. Box 50
Augusta, Maine 04332

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.