

Digital Wallet Terms of Use for Bath Savings Institution Customers

Please [print](#) or [save](#) a copy for your records.

These Terms of Use (these “Terms”) govern your use of any eligible debit card issued by Bath Savings Institution (Payment Card) when you add, attempt to add, or keep a Payment Card in a digital wallet or any other electronic payment system into which your Payment Card may be enrolled by you (“Wallet”) on any mobile tablet, watch or other device (“Device”) that supports the Wallet. As used in these Terms, “you” and “your” refer to the person(s) whose name is located on the Payment Card or any authorized user of a Payment Card; “we,” “us,” “our,” and “Bank” refer to Bath Savings Institution. By adding your Payment Card to the Wallet, you agree to these Terms.

1. Existing Agreements. The agreements between you and us that govern your accounts and Payment Card (collectively, your “Account Agreements”) do not change when you add your Payment Card to the Wallet. The Wallet simply provides another way for you to make purchases with your Payment Card. In the event of any conflict between these Terms and your Account Agreements, your Account Agreements will control. You understand that your use of the Wallet will also be subject to agreements or terms of use with the relevant Wallet provider or other third parties such as wireless companies or data service providers.
2. Using a Payment Card in the Wallet. If you want to add a Payment Card to the Wallet, you must follow the instructions adopted by the Wallet Provider and any further procedures we adopt. Only Payment Cards that we indicate are eligible can be added to the Wallet. We may refuse to add a Payment Card to the Wallet, block you from adding an otherwise eligible Payment Card to the Wallet, suspend your ability to use a Payment Card to make purchases using the Wallet, or cancel your ability to continue to use a Payment Card in the Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Payment Card. You may remove a Payment Card from the Wallet by following the Wallet Providers procedures for removal.
3. Applicable Fees. We do not charge you any fees for adding your Payment Card to the Wallet. Please refer to your Account Agreements or Service Fee Schedule for any applicable fees, interest, or other charges associated with your Payment Card. In addition, the Wallet Provider or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of your Mobile Device or the Wallet.
4. Bath Savings Institution is not Responsible for the Use or Function of the Wallet. Bath Savings Institution is not the provider of the Wallet, and is not responsible for its use and function. We are only responsible for the Payment Card. You should contact the Wallet Provider’s customer service if you have questions concerning how to use the Wallet or problems with the Wallet. We are not responsible for any failure of the Wallet, or the inability to use the Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet.
5. Your Responsibilities. You agree to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Payment Card using the Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your Payment Card or obtain your personal information. Your Account Agreements require you to contact us promptly if you believe there are errors or if you suspect fraud with your Payment Card. We will resolve any potential error or fraudulent purchase in accordance with the Account Agreements and applicable law. We will not be liable for any losses you incur except as specifically described in the

Account Agreement or as otherwise provided by law.

6. Security of the Wallet. In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Payment Card in the Wallet is sent in a secure manner. However, the Wallet Provider is responsible for the security of information provided to it or stored in the Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.
7. Electronic Communication. You consent to receive electronic communications and disclosures from us in connection with your Payment Card and the Wallet. You agree that we can contact you by e-mail at any e-mail address you provide to us in connection with any of your accounts with us. You agree to update your contact information with us when it changes. You may also contact us if you wish to withdraw your consent to receive these electronic communications, but doing so will result in your inability to continue to use your Payment Card in the Wallet.
8. Privacy. Your privacy and the security of your information are important to us. We will not share your information in a manner that is inconsistent with our Privacy Notice, which is available on our website. You agree that we may share your information with the payment network, and others in order to provide the services you have requested, to make information available to you about your Payment Card transactions, and to improve our ability to offer these services. This information helps us to add your Payment Card to the Wallet, or to assist the payment network in improving the Wallet. We do not control the privacy and security of your information that may be held by the payment network, which is governed by the privacy policy given to you by the payment provider.
9. Notice. We can provide notices to you concerning these Terms and your use of your Payment Card in the Wallet by posting the material on our website, through electronic notice given to any e-mail address we maintain for you or telephone number you provide to us, or by contacting you at the current address we have on file for you.
10. Amendments and Termination. We may terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You agree to any such changes by continuing to keep your Payment Card in the Wallet. If you do not accept a change to these Terms, you must remove all Payment Cards from all Wallets.
11. Governing Law. These Terms shall be governed by, interpreted under and construed in accordance with the laws of the State of Maine (without regard to its state conflict of law provisions) and applicable federal law.
12. Questions. If you have any questions, disputes, or complaints about the Wallet, you should contact the Wallet Provider. If you have any questions, disputes, or complaints about your Payment Card, you should contact us by referring to the contact information in your Account Agreements.