

MAINE FAMILY FEDERAL CREDIT UNION ONLINE BILL PAYMENT AGREEMENT AND DISCLOSURES

This Online Bill Payment Agreement and Disclosures supplements the Maine Family @ Home Agreement and Disclosures (“Maine Family @ Home Agreement”) between you and Maine Family Federal Credit Union (the “Credit Union”, “us” or “we”). You acknowledge and agree that all of the terms and conditions of the Maine Family @ Home Agreement also apply to this Agreement. This Agreement applies to the Online Bill Payment Services offered by the Credit Union and provided by a third party service provider (“Provider”). Use of the Online Bill Payment Services (The “Services”) constitutes your acceptance of this Agreement.

1. **The Services.** To use the Services, you must access the Online Bill Payment section of the Maine Family @ Home link on the Credit Union’s website and direct Provider to make payments from your Credit Union share draft account to third parties (“Payees”) that you have selected in advance to receive payments. Your application to the Bill Pay Service will not be approved if your account is in a negative balance state.
2. **User ID and Password.** Your User ID and Password for the Services are the same User ID and Password applicable to the Maine Family @ Home Agreement. Because your User ID and Password can be used to access your account(s) and to access information about these account(s), you should treat your User ID and Password with the same degree of care and secrecy that you use to protect your ATM security code and other sensitive financial data. We may ask you to change your User ID and Password from time to time for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene or threatening when defining your Password or any other personalization of your account(s).
3. **Sharing Your User ID and Password with Others.** You agree not to give or make available your User ID, Password, or account number(s) to any person who is not authorized to access any of your accounts. If someone to whom you have granted authority to use your User ID and Password exceeds that authority, you are fully liable for all payments and other withdrawals made by person until you have notified us that you have terminated the authority granted to that person and have given us a reasonable period of time to act upon the notice. We may require that you put that notice in writing. Upon receipt of the notice, we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded the authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained or used your User ID and Password without your authorization and/or in excess of your authority.
4. **Bill Payments.** You may make payments using the Services to any business, merchant, or professional with a valid address that generates a bill or invoice for products or services provided on your behalf. We reserve

- the right to refuse to allow you to designate any particular payee or class of payee. You may also make payments using the Services to individuals for non-business purposes. Payments may be made only to Payees with a U.S. payment address. Neither we, nor Provider are liable for any payment of alimony, child support, taxes, or other governmental fees or court-ordered payments using the Services.
5. Your Payee List. You must provide sufficient information about each Payee ("Payee Information") as we may request from time to time in order to ensure proper payment to each of your designated Payees. This information may include the name, address and phone number of the Payee and your Payee Account number. You agree that we, and Provider may obtain information regarding your Payee accounts in order to facilitate proper handling and crediting of your payments and you authorize your Payees to release this information to us and to Provider. You can enter your Payee Information, as well as additions, deletions, and modifications to Payee Information, via the Credit Union's Web Site.
 6. Scheduling Bill Payments. To electronically schedule a payment, follow the simple instructions in the Online Help file. Payments may range in amounts up to Ninety-nine Thousand Nine Hundred Ninety-nine Dollars (\$99,999.00). When you schedule a bill payment, you authorize Provider to withdraw the amount of your payment from your share draft account.
 7. Processing/Delivery of Your Bill Payments. You may schedule payments to be processed on the day that you schedule a bill payment, on a future date, on the same date each month, or by any of the available schedule methods, subject to the restrictions in this Agreement. Provider will deduct the amount of your payment from your account within 48 hours of the date that you scheduled the payment to be processed ("Account Debit Date"). Your account must have sufficient funds for each payment at least 48 hours before the Account Debit Date. Although you may schedule bill payments by using the Services twenty-four hours a day, seven days a week, payments can be processed only on Monday through Friday excluding federal holidays and any day on which the Credit Union is closed ("Business Days") subject to system availability. If the Account Debit Date falls on a weekend or holiday, your payment will be processed on the first Business Day following the designated process date or the last business day prior to the designated date depending on which of those dates you designate. Processing of your payment may be refused if sufficient funds, not to include funds available under any overdraft plan, are not available in your account on the Account Debit Date. When scheduling a new Payee, please schedule your first (1st) payment to such Payee at least ten (10) business days prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). After your initial payment to a Payee, you must instruct that subsequent payments be processed at least six (6) Business Days prior to the Due Date. Neither we, nor Provider are responsible for any loss you may incur as a result of your failure to schedule a payment to be processed in accordance with

- this Agreement. Once you schedule a payment, the Account Debit Date will automatically be displayed on your computer screen.
8. How Bill Payments are Made. Your payment may be remitted, by mailing your Payee a paper check, by electronic funds transfer, or by other means. Provider sends all checks through the United States mail and UPS for any express Mail. Neither we, nor Provider are responsible for postal delays or processing delays by Payees. Occasionally, a Payee chooses not to participate in the Services, or may be unable to process payments in a timely manner. In such cases, future payments to these Payees may be declined, in which case you will receive a notice regarding the same.
 9. Same Day bill Payments. You may schedule a bill payment to be processed on the same day that you scheduled the payment if instructions are received before 2:00 p.m. Eastern Standard Time, USA, payments can be processed only on Monday through Friday excluding federal holidays and any day on which the Credit Union is closed ("Business Days") subject to system availability. Business Day ("Same Day Payment").
 10. Future Bill Payments. You may schedule a payment to be processed on any future Business Day within one (1) year from the date you scheduled the payment ("Future Payment").
 11. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency setting for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:
 - ***If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
 - ***If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.
 12. Stopping or Modifying Bill Payments. You may modify or cancel the payment amount and the Account Debit Date of any scheduled payments via the web site at least 48 hours prior to 2:00 p.m. Eastern Time, USA, on the Account Debit Date.
 13. Reviewing Payments. Records of past payments and payments scheduled for the future are stored for 18 months.
 14. Fees. All fees charged in connection with the Services are disclosed on the attached Fee Schedule. Any changes to such fees will be made in accordance with Credit Union policy and applicable law.
 15. Termination. You may terminate your use of the Service at any time by notifying the Credit Union in writing at least ten (10) days prior to the date on which you wish to have the Services terminated. If you have scheduled payments with an Account Debit Date within this ten-day period, you must separately cancel those payments pursuant to

paragraph 12 of this Agreement. If your termination request has not been processed and you have not otherwise cancelled a payment, you will be responsible for payments with Account Debit Dates during the ten (10) days following receipt of your written notice of termination. Subject to applicable law, your use of the Services may be terminated, in whole or in part, at any time without notice if we have not received the required fee when due, if you do not comply with the terms of the Maine Family @ Home Agreement, this Agreement, or any other agreement governing your accounts, or if your account is not in good standing. Use of Service will be terminated after three consecutive months of inactivity. Your use of the Services may be terminated for any other reason by giving you a thirty (30) day notice. Termination will not affect your liability or obligation under this Agreement for transactions that have been processed on your behalf.

16. **Business Days.** Our Business Days are Monday through Friday. Federal Reserve and Credit Union holidays are not included. You may use the Services twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods, for the scheduling, modification or review of payment orders; however, bill payments can be processed only on a Business Day.
17. **Confidentiality.** We will disclose information to third parties about your accounts:
 1. Where it is necessary for completing bill payments, or
 2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 3. in order to comply with government agency or court orders, or applicable law, or
 4. to protect the interests of the Credit Union or of the public, such as to prevent fraud or a crime, or
 5. to protect the interests of the Credit Union, such as in collection of a debt, or
 6. if we have your express or implied consent.
18. **Consumer Liability.** Tell us at once if you believe your User ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account. If you believe your User ID or Password has been lost or stolen, and you tell us within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your User ID or Password without your permission. If you do not tell us within two (2) Business Days after you learn of the loss or theft of your User ID or Password, and we can prove that we could have stopped someone from using your User ID or Password had we known of the theft, you could be liable for the loss up to \$500.00. Also if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost 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.

19. Contact in Event of Unauthorized Transactions. If you believe your User ID or Password has been lost or stolen, or that someone to whom you have granted authority to use your User ID and Password has exceeded such authority, call the Credit Union immediately at 207 783-2071 or out of the area 207 783-2072.
20. Limitation of Liability. Except as otherwise provided in this Agreement or by law, neither we nor Provider are responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Services or the use thereof or arising in any way out of the maintenance of the Web Site, even if we have been advised of the possibility of such damages or losses. We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone; the disconnecting of your telephone line by our local telephone company or from deficiencies in your line quality, the failure or unavailability of internet access; problems with internet service providers, any defect or malfunction of your PC, modem, or telephone line.
THE CREDIT UNION MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICES, WEB SITE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
21. Entire Agreement. This Agreement constitutes the complete and exclusive agreement related to the Services.
22. Waivers. No delay or omission by us in exercising any rights or remedies hereunder will impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude us from further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.
23. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to that state's conflict of law provisions.
25. Amendments. We may amend or change any of the terms and conditions of this Agreement at any time upon reasonable notice to you. If you do not agree to the change or amendment, you may cancel your access to the Services, as provided in Paragraph 15. Your continued use of the Services after the effective date of change will be deemed acceptance of

the change or amendment.

26. Severability. If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.
27. Documentation and Verification of Payments. You will receive a monthly statement of your account activity which includes withdrawals made from your account(s) during the month.
28. Error Resolution. Telephone or write us at 555 Sabattus Street, Lewiston, Maine 04240, 207 783-2071 or out of the area 207 783-2072 as soon as you can, if you think your statement is wrong or if you need more information about a payment or withdrawal listed on the statement. We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared.

Provide the following information:

1. Your name and account number.
2. Describe the error or the payment or withdrawal you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.
3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) days 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) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish your investigation. You may ask for copies of the documents that we used in your investigation.

29. Liability. If we do not complete a payment on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

if, through no fault of ours, you do not have enough money in your account to make the payment.

If the System was not working properly and you knew it was not working properly when you authorized a payment or when a payment was scheduled.

If circumstances beyond our control, (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken.

If we have reason to believe that any transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

Current fee Schedule as of 04/14/2008

Copy of Paid Draft - \$12.00

Merchant Return - \$8.00

Stop Payment - \$15.00

NSF (Non Sufficient Funds) - \$20.00

Express Mail Items - \$20.00