

Maine Highlands Federal Credit Union

Online Bill Payment Agreement And Disclosures

This Agreement between you and Maine Highlands Federal Credit Union governs your use of our Online Bill Payment Service.

You may use Maine Highlands Credit Union's bill paying service, BILL PAY, to direct Maine Highlands Federal Credit Union ("Credit Union") to make payments from your designated account at the Credit Union ("Bill Pay Account") to the "Payees" you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your Bill Pay Account and your use of our Digital Banking Services, including but not limited to your Account Agreement and Digital Banking Agreement.

"You" or "Your" means each person who is authorized to use Bill Pay. "Payee" means anyone, including the Credit Union, you designate and the Credit Union accepts as a "Payee". All payments you make using Bill Pay will be deducted from your Bill Pay Account. Any payments you wish to make through Bill Pay must be payable in U.S. dollars to a Payee located in the continental United States. We reserve the right to restrict types of Payees to whom payments may be made from time to time. You should not use Bill Pay to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments to these payees are your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Pay Account on the following business day (e.g., Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the Payee or by mailing the Payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (each a "Recurring Payment"). Recurring Payments will be made automatically each billing period. If a payment is not a Recurring Payment, it is a "one-time payment." One-time payments do not recur and are not made until you enter the Payee and payment amount and submit the payment request. You may change payments that are Recurring Payments; however, you must allow at least three (3) business days after we receive any change to information you have given us about a Payee to reflect the change in our records.

Payment to a new Payee must be scheduled at least ten (10) business days before any payment due date, to allow us time to set up and verify information about the Payee.

For all subsequent payments, you agree to allow at least ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the Payee. If you schedule your payment and follow all instructions provided, and the payment is not received by the Payee in a timely manner, a representative of the Credit Union will work with the Payee on your behalf to have any late fees or charges reversed.

The Credit Union's sole responsibility under this Agreement is to exercise ordinary care in processing and sending payments to your Payees. The Credit Union is not liable in any way for damages you incur if you do not have sufficient funds in your Bill Pay Account, for delays in mail delivery, for changes to a Payee's address or account number (unless you have advised us of the change sufficiently in advance), for failure of any Payee to account correctly for or credit a payment in a timely manner, or for any other circumstances beyond the control of the Credit Union.

If the session during which you schedule a payment or transfer ends by 1:30 p.m., the Credit Union considers it to have been received on that day. Otherwise, it will be considered received on the following business day. For all entries made using Bill Pay, the time recorded by Bill Pay controls.

If your Bill Pay Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be canceled and no further attempt will be made by the Credit Union to make the transfer or payment. The Credit Union has no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your Bill Pay Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay. In the case of Recurring Payments, only the payment currently scheduled will be canceled. Recurring Payments scheduled for future dates will not be affected.

Payments may be changed or canceled only by using Bill Pay prior to 5:00 p.m. on the business day prior to the date that the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders, whether oral, written, or electronic, will be in effect indefinitely. If we request, you will confirm any stop payment order in writing.

HOW TO SET UP PAYEES/PAYMENTS

If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a Credit Union representative.

You may add a new fixed payment to a "Payee" by accessing Bill Pay and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using Bill Pay.

The Credit Union reserves the right to refuse the designation of a "Payee" for any reason.

The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments - a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Credit Union, is currently 1:30 PM Eastern. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

RECURRING PAYMENTS

When a Recurring Payment is processed, it is automatically rescheduled by Bill Pay. Based upon your selected frequency settings 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:

1. 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 day prior to the calculated process date.
2. 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 day after the calculated process date.

Note: If your frequency settings for the Recurring Payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

SINGLE AND RECURRING PAYMENTS

Bill Pay calculates the Estimated Arrival Date of your payment; however, this calculation is only an estimate. Please allow ample time for you payments to reach your "Payees".

AVAILABLE FUNDS

You agree to have available and collected funds in your Bill Pay Account in amounts sufficient to make all payments requested, as well as any other payment obligations you have to the Credit Union.

The Credit Union reserves the right, in its sole discretion, without liability, to reject or reverse a payment if you fail to comply with the above requirement or any other term of this Agreement.

If you do not have sufficient funds in your Bill Pay Account and the Credit Union has not exercised its right to reverse or reject a payment, you agree to reimburse the Credit Union on demand. You further agree that the Credit Union, at its option, may charge any of your other accounts with the Credit Union to cover such payment obligations.

The Credit Union reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

You are solely responsible for controlling the safekeeping of and access to Bill Pay.

If you want to terminate another person's authority to authorize payments, you must notify the Credit Union and arrange to change Bill Pay.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another payment.

The Credit Union is not responsible for any payment that is not made if you did not properly follow the instructions for making the payment.

The Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any

transmission or communications facility, and no such party shall be deemed to be the Credit Union's agent.

In any event, the Credit Union will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or Bill Pay, even if the Credit Union has knowledge of the possibility of such damages.

The Credit Union is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Credit Union's reasonable control.

AMENDMENT AND TERMINATION

The Credit Union has the right to amend this Agreement at any time by notice mailed to you at the last address shown on the Credit Union's records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

The Credit Union has the right to terminate this Agreement at any time.

You may terminate this Agreement by written notice to the Credit Union.

The Credit Union is not responsible for any payment made before the Credit Union has a reasonable opportunity to act on your termination notice.

You remain obligated for any payments made by the Credit Union on your behalf.

OTHER TRANSFERS

When you add a Transfer Account to your current bill pay service, or when you select Transfer Type menu items "Single Transfer" or "Recurring Transfer", you are requesting that the Credit Union make an electronic transfer from your Bill Pay Account to an account at another financial institution.

Upon such request, the Credit Union will make the transfer via the Automated Clearing House (ACH) system from your Bill Pay Account in the amount you specify to the account that you selected. You agree that such requests constitute your authorization for these transfers.

You acknowledge that the origination of these ACH transactions must comply with the provisions of the U.S. law. This authority will remain in full force and effect until we receive written confirmation of its termination and we have a reasonable opportunity to act upon it.

ELECTRONIC FUND TRANSFERS/REG E DISCLOSURES—These Disclosures apply only to Bill Pay Accounts that are consumer accounts and not business accounts. They supplement and are in addition to the Reg E Disclosures provided to you when you opened your consumer account(s) with us.

Consumer Liability for Unauthorized Electronic Banking Transactions—Tell us at ONCE if you believe your access to Bill Pay has been compromised or if you believe a transfer has been made without your permission. Phoning 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 applicable. If you tell us within 2 business days, you can lose no more than \$50.00 if someone accessed your account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Bill Pay access information or other possible unauthorized access and we can prove that we could have stopped someone from using your username and password without your permission or other unauthorized access if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available 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 hospital stay) kept you from telling us, we may extend the time periods.

Contact in the Event of Unauthorized Access—If you believe that your access to Bill Pay has been compromised, or that someone has transferred or may transfer money from your Bill Pay Account without your permission, call us at 888-806-6920 or write to us at PO Box 233, Dexter ME 04930.

Our Liability—If we do not complete a transfer to or from your Bill Pay Account on time or in the correct amount according to this Agreement, we will 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 Bill Pay Account to make the transfer.
- If Bill Pay was not working properly and you knew it was not working properly when you started the transaction.
- If circumstances beyond our control, (such as telecommunication outages or interruptions, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this Agreement or any other agreements with us.

- If your Bill Pay access information has been reported lost or stolen, or we have canceled your access to Bill Pay.
- If we have reason to believe that you or someone else is using Bill Pay for fraudulent or illegal purposes.
- There may be other exceptions stated in our account agreement(s) with you.

Business Days—For purposes of these Disclosures, our business days are Monday through Friday. Holidays are not included.

Transfer Types and Limitations—By enrolling in Bill Pay you may make transfers from your designated Bill Pay Account at the Credit Union to recipients designated by you.

Fees—Fees for the use of Bill Pay are:

- Next Business Day Rush: \$34.95
- 2nd Day Fee: \$29.95 Standard or \$6.95 Economy
- Charitable Donations: \$1.99
- Gift Pay: \$2.99

In addition, transactions involving your Bill Pay Account are considered the same as any other transaction in regard to service charges, overdrafts, and other fees, terms and conditions as set forth in your account agreement(s). See our Fee Schedule for fee information.

Confidentiality—You agree that we may, and you hereby authorize us to, disclose information to third parties about your Bill Pay Account or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your Bill Pay Account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; (4) if you give us your permission; (5) on a closed Bill Pay Account, if we believe you have mishandled it.

Documentation—You will receive a monthly statement of your Bill Pay Account activity unless no electronic transfers were made to or from that Account during the month, in which case you will receive a statement at least quarterly.

Error Resolution—Call us at 888-806-6920 or write to us at PO Box 233, Dexter ME 04930 as soon as you can, if you think your statement is wrong, or if you need more information about a transaction listed on your statement. We must hear from you no later than 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. The date and dollar amount of the suspected error.
3. Describe the error or transaction you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that 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 10 business days, we reserve the right to not credit your account.

For errors involving transactions occurring within 30 days after the first deposit to a new Bill Pay Account, as defined by applicable law, the periods referred to above are 20 business days and 90 days instead of 10 business days and 45 days, respectively.

We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If there is no error, we will debit your account for the amount of the provisional credit and send you a notice notifying you that this was done. For five business days after this notification, we will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from your Bill Pay Account (without a charge to your account as a result of an overdraft). However, the Credit Union will honor such items only if they would have been paid if the provisionally credited funds had not been debited.