

APPLICATION FOR
BILL PAYER

Name _____

Account # _____

Social Security # _____

Name _____

Account # _____

Social Security # _____

By signing below, I agree to abide by the terms of the Electronic Funds Transfer Agreement and Bill Pay Disclosures. I also acknowledge the review of any fees associated with using Central Maine FCU Bill Payer. By signing, I have read and understood the disclosure in its entirety and hereby agree to be legally bound by current and/or future terms and conditions of the EFT Agreement and the Bill Payer Disclosure. I understand that the credit union will obtain reports from credit bureaus and consumer reporting agencies.

Signature _____

Date _____

Mother's Maiden Name (Required) _____

Home Phone _____

Business Phone _____

Email Address _____

Joint Owner _____

Signature _____

Date _____

Mother's Maiden Name (required) _____

Home Phone _____

Business Phone _____

Email Address _____

Use of Bill Payer requires AnyTime Access and e-Statements. All owners on checking suffix must sign application.

Businesses are not eligible for Bill Pay.

BILL PAYER DISCLOSURE

The following are the terms and conditions of the Bill Payer Service. By enrolling in Bill Payer, you are directing Central Maine Federal Credit Union (“CMFCU” or “We” or “Us”) to make payments from your checking account to payees you have designated through Bill Payer. To use Bill Payer, you must accept and agree to be bound by the terms of this Bill Payer Disclosure and any future revisions thereto.

Qualified Payees:

Payments may be made only to payees with a U.S. payment address. You may select payments from the vendor list, which is provided through the Bill Payer or you may add additional qualified payees. You may establish a maximum of 45 payees. Payments may only be made in U.S. Dollar currency.

What You Cannot Pay:

You may not make a payment to a payee with an address outside the United States. You may not make a payment to a payee for any court ordered amounts due such as child support or alimony. You may not make a payment to any payee that is to pay any type of Federal, State, local or other taxes. We will not be responsible for late, redirected, missing, lost or not made payments to any of the above. We reserve the right to refuse to pay any Payee to whom you may direct a payment. We are obligated to notify you promptly if We decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a payment prohibited under this Agreement.

Information You Must Provide:

You are responsible for completing the “Payee Screen” completely so that our service provider can properly identify your payee(s) and the proper payee address(es) to insure that the payee can properly credit the payment when received. You must keep CMFCU updated with your email address, your current mailing address and work and home telephone numbers so that we can contact you if we have questions about your payee(s). If We learn that any of your contact information is incorrect or have any reason to doubt its accuracy, We reserve the right to terminate access to Bill Payer until such time as all information has been verified as accurate.

Setting Up Your Payees:

From Bill Payer, click “**Find Payee**” to search for a payee from the master list, or click “**Add Payee**” to add an additional payee. Payees that you will add will be verified by the service provider before they become available for you to initiate the first payment. This process will take approximately one (1) business day. Payees selected from the master list have already been verified and you may request a payment be made on the next CMFCU business day. Bill Payer retains history for up to 364 days. Bill Payer can only be used with a checking account.

Setting Up Payments:

From Bill Payer, click “**Add Payment**” then click “**Select a Payee**” and enter the payment amount. A single payment may not exceed \$5,000.00. There is no minimum payment amount. Once a payment has been established, the information will be displayed in your “Pending Payment List.” Payment information may be modified by you at any time prior to processing. Processing generally occurs Monday through Friday, except for banking holidays, between 8:00 A.M. and 5:00 P.M. EST. We are not responsible if processing occurs earlier than this estimated time and you did not have an opportunity to change or delete a payment. We make no assurances that a payment you set up will be processed on the current business day. Payment set up after the current day’s processing, will be processed the next business day, unless you have scheduled the payment for a different date in the future.

Payment Frequency:

- (a) **One-Time payment.** A “One-Time Payment” is one that does not recur on a regular basis because either the payment amount or the date the payment is made changes from payment to payment. A One-Time Payment must be scheduled by the time of the day’s processing to be withdrawn from your account and processed on the current CMFCU business day.

Recurring Payments. A “Recurring Payment” is a payment that is always the same amount and is made at regular intervals. Recurring Payments are set up once and can be repeated for up to a three hundred sixty-five (365) day period. After 365 days, you must establish a new Recurring Payment. These payments may be weekly, biweekly, monthly, last day of the month, or quarterly. Weekly payment can be set up to occur on any CMFCU business day of the week. (Monday through Friday). Bi-weekly payments will occur every other week on the same business day as the initial payment. Monthly payments can be set up to occur on any day of the month. For dates that fall on a non business day, or if the process date is invalid (i.e., the 31st day in a month with only 28, 29, or 30 days), the request will be processed on the next CMFCU business day after the entered date. Recurring Payments will start on the first CMFCU business day after the entered date. Recurring Payments may not be processed on the current date if entered after the current date’s processing time. Changes to payees require that you delete the existing payee and establish a new payee. Changes must be made before the processing time on any CMFCU business day in order to be effective that day. If you delete a payee, all pending payments for the payee must first be deleted.

You will receive a confirmation number for any deletions.

Changing Payee Information:

Select “**Modify Payee**” to change payee information. Items that can be changed through the Modify Payee screen are the name, nickname and account number for the bill. These items can be changed without a new payee having to be established.

Cancel Bill Payer:

You may click the **CANCEL Bill Payer** button to cancel Bill Payer. You must delete all pending payments prior to cancellation or the payments will be made. Any payments already in process cannot be cancelled. We are not responsible for any payments made if you fail to do this. Cancellation is immediate. If you cancel in error, you may re-enroll at the discretion of the credit union.

Hardware and Software:

The credit union does not supply any operating hardware or software for use with Bill Payer. You are responsible for any errors or failures from the malfunction or failure of your hardware or software.

Termination of Service: CMFCU may terminate Bill Payer at any time without prior notice. Termination of services may be a result of the following: past due or delinquent loan, negative balance in any account, return of a deposited item, problems correctly using the service, abusive treatment of staff, cancellation of "AnyTime Access and e-Statements," closing of checking account, notification of incorrect address or email address, or any other reason that We believe in our sole discretion justifies termination of services.

Payment Remittance:

Payment requests may be made through Bill Payer 24 hours a day, 7 days a week. CMFCU only processes payments (withdraws and remits the funds) on a day that it is open for business (Monday through Friday, excluding bank holidays). The remittances will be sent to the Payee either electronically or by paper check. The following processing guidelines will apply:

ELECTRONIC REMITTANCE: Business Day 1: Payment successfully processed. Business Day 2: Payment submitted to Payee. Remember to allow for processing time once the payment reaches the vendor.

CHECK REMITTANCE: Business Day 1: Payment successfully processed. Business Day 5: Payment submitted to Payee. Remember to allow for mail delays and processing time once the payment reaches the vendor.

Sufficient time must be allowed for processing the bill payments so that the funds can be delivered to the payee prior to the due date. If sufficient time is not allowed, you assume full responsibility for all late fees, finance charges, or other actions taken by the payee. We are responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. We are not liable for damages incurred if there are not sufficient funds in your checking account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, your input error of a payee name and /or account number that causes a payment to be sent to or applied to an incorrect account, delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of CMFCU, such as equipment, phone lines, or computer systems not working properly or temporarily unavailable, circumstance beyond our control such as fire or flood, prevented payment or transfer, despite reasonable precautions taken, a court order or legal process prevents us from making a transfer or payment, or we have a reasonable basis for believing that unauthorized use of your password or designated account has occurred or will occur, or if you default under any agreement with Us or CMFCU terminates this agreement. CMFCU will notify you by mail if a bill payment is not processed because there are insufficient funds available in your checking account. You are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payer system. In no cases will CMFCU automatically re-submit a payment for you once the funds become available.

Stop Payments:

We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is in process and it is not possible to stop or cancel a payment that is completed. We do not guarantee that an attempted stop payment can be processed. There is a fee to attempt a stop payment. Please refer to CMFCU's current Fee Schedule.

Payment Guarantee:

Our service provider will pay for or have the merchant waive late fees associated with remittance service payments as long as the payments are submitted in accordance with our service provider guidelines and the information provided by the user is complete and correct and CMFCU determines that CMFCU or our service provider is at fault.

THE FOREGOING SHALL CONSTITUTE CMFCU'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL CMFCU OR ITS SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE AND/OR THE SERVICE.

Exclusions of Warranties:

THE BILL PAYER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Security Procedures:

A password will be issued to you for security reasons. The password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of the password. To help safeguard your password, you should change it frequently. You agree not to disclose or otherwise make the password available to anyone not authorized to sign on your accounts. You will notify us immediately if you believe that your password has become known to an unauthorized person. If an unauthorized transfer has occurred, you agree to sign an affidavit and assist us in the prosecution of any person performing unauthorized transactions.

In the event that you authorize the joint owner(s) of your account to access CMFCU AnyTime Access and Bill Payer by disclosing your password to them, you understand and agree that the password grants them access to all share and loan sub-accounts on your account and you agree to be responsible for all transactions initiated by the password. In addition to your liability for any indebtedness created through the use of AnyTime Access and Bill Payer privileges, CMFCU may at its sole option hold a user of the AnyTime Access and Bill Payer systems, if other than you, liable for any indebtedness charged to your account(s) through the use of

AnyTime Access and Bill Payer. The obligation of two or more parties will be joint and several. All signers on the account will be equally responsible for any such charges.

Disclosure of Account Information to Third Parties:

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- ?? Where it is necessary for completing transactions;
- ?? In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- ?? To a consumer reporting agency;
- ?? In order to comply with a governmental agency or court orders, or
- ?? If you give us your written permission.

Error Resolution:

If you believe that a payment failed to reach the payee in the prescribed amount of time, first be sure to identify that the error is not due to an incorrect payee, incorrect address, or other error on your part. Also determine that the payee has not received payment or has received it but has not yet credited it to your account. If you still need assistance with error resolution, please contact CMFCU by calling (207) 783-1475 and asking for a member of the Finance & Information Systems Department. You must supply us with the following information: Your name, account number, Social Security Number, account number with the merchant, merchant name and address, the payment processing date, the payment amount and the payment due date. There is a \$25.00 upfront charge to initiate the resolution process and if CMFCU determines that the fault lies with CMFCU or the Bill Payer system, then we will reimburse this fee. Please see our Reg E Disclosure and our Error Correction Notice for important information. We encourage you to allow sufficient time for the merchant to receive and post your payments before initiating the error resolution process.

Documentation and Verification of Payments and Transfers:

Confirmation Numbers. When you complete a transaction you should record the confirmation number, payee, scheduled payment date and amount in your checkbook register. No printed receipts will be issued.

Periodic Statements. Bill Payer transactions will be shown on your monthly account e-Statement.

Disputes:

In the event of a dispute regarding the service, you and CMFCU agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and CMFCU, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and CMFCU relating to the subject matter of this Agreement. If there is a conflict between what an employee of CMFCU says and the term of this Agreement, the terms of this Agreement will prevail. You also agree that if the parties cannot resolve their dispute, the dispute may only be settled by binding arbitration held in Lewiston, Maine. If the parties cannot agree on an arbitrator, then the rules of the American Arbitration Association shall govern.

No Waiver:

CMFCU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an officer of CMFCU. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions: The captions of sections hereof are for convenience only and shall not control the meaning or construction of any provisions of this Agreement.

Governing Law: This Agreement shall be governed by and construed in accordance with the rules and regulations of applicable Federal law and laws of the State of Maine.

Other Conditions:

All terms, conditions and agreements that govern your account(s) in any related rules and regulations also apply to Bill Payer except where these rules provide differently. Your Bill Payer privileges may be terminated without notice if you do not pay any fee required or if you do not comply with the Agreement. The regulations governing your deposit account are set forth in the Deposit Agreement and Disclosures.

Any fee associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

Amendments:

We may amend these rules at any time. You will be given 21 days notice before the change becomes effective if the change will result in increased fees or liability to you or stricter limitations on the transactions you make. If an immediate change is necessary for security reasons, no prior notice may be given.