

ONLINE BILL PAY AGREEMENT AND DISCLOSURES

This is your bill paying agreement with FIVE COUNTY CREDIT UNION.

You may use FIVE COUNTY CREDIT UNION'S bill paying service, ONLINE BILL PAY, to direct FIVE COUNTY CREDIT UNION to make payments from your designated checking 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 account (the Deposit Account Contract, the Business Deposit Account Contract, and the ONLINE BILL PAY ACH Disclosure).

"You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including the Credit Union, you designate and the Credit Union accepts as a "Payee".

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 service representative.
- You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- The Credit Union reserves the right to refuse the designation of a "Payee" for any reason.
- You may pay any "Payee" within the United States (including U.S. territories and APO's / AEO's).
- The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.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 2:00 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 the system. 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 date 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 date 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

The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees".

CANCELLING A PAYMENT

A bill payment can be changed or cancelled, anytime prior to the cutoff time on the scheduled process date. Please consult the Bill Pay help files for assistance with cancelling payments.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Credit Union.

- The Credit Union reserves the right, without liability, to reject or reverse a bill 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 the account and the Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree the Credit Union, at its option, may charge any of your 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 your Online Bill Pay access code.
- If you want to terminate another person's authority, you must notify the Credit Union and arrange to change your Online Bill Pay access code.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a "Payee" for a bill 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 the service, even if the Credit Union has knowledge of the possibility of them.
- 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 change this agreement at any time by notice mailed to you at the last address shown for the account 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 fixed 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.

SERVICE FEES

The fee for the Bill Paying Service is: \$5.95 per month for 0 -10 payments and 50 cents for each additional payment. If you are a Bill Pay users who is Member Select, you will not be charged the monthly service fee if you use the service each month for 1-20 payments. Any additional payments over 20 will incur a fee of \$1.00 each. For each month the Bill Pay service is not used, you will incur the \$5.95 service fee.

MISCELLANEOUS PRODUCT FEES

- Overnight Fee: \$14.95
- 2nd Day Fee: \$9.95 Standard or \$4.95 Economy
- Charitable Donations: \$1.99
- Gift Pay: \$2.99
- Outgoing Transfers: \$3.00
- Incoming Transfers: \$0.00
- Stop Payment: \$20.00
- Returned Payments: \$20.00

TRANSFER DISCLOSURES

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 an electronic transfer from your bank account.

Upon such request, your financial institution associated with this bill pay service will make electronic transfers via the Automated Clearing House (ACH) system from your U.S. bank account in the amount you specify to the accounts outside the ONLINE BILL PAY account that you selected. You agree that such requests constitute your authorization for these transfers.

You acknowledge that the origination of these ACH transactions to / from your accounts 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 until there is reasonable opportunity to act upon it.

ADDITIONAL DISCLOSURES

Consumer Liability

Tell AT ONCE if you believe your Online Bill Pay access code has been lost or stolen, or if you believe that an Online Bill Pay payment has been made without your permission using information from your Online Bill Pay service. Telephoning 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 you tell us within 2 business days after you learn of the loss or theft of your Online Bill Pay access code, you can lose no more than \$50 if someone used your Online Bill Pay access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Online Bill Pay access code, and we can prove we could have stopped someone from using your Online Bill Pay access code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows an Online Bill Pay payment that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days 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.

Contact in event of unauthorized transfer

If you believe your Online Bill Pay access code has been lost or stolen, call: 1-800-750-0959 or write:

Electronic Services
Five County Credit Union
PO Box 598
Bath, ME 04530

You should also call the number or write to the address listed above if you believe an Online Bill Pay payment has been made using the information from your check without your permission.

Business days

For purposes of these disclosures, our business days are Monday thru Friday. State and Federal Holidays are not included.

Transfer types and limitations

Account access

You may use your Online Bill Pay access code to:

- (i) Make deposits to your checking account;
- (ii) Transfer funds between your checking account and accounts at other financial institutions;
- (iii) Pay bills directly from your checking account in the amounts and on the days you request;

Limitations on frequency of transfers

You can use your Online Bill Pay service to pay an unlimited number of bills each month.

Limitations on dollar amounts of transfers

You may authorize up to \$2,500.00 per day for Online Bill Payment transfers and e-mail transfers. You may authorize up to \$5,000.00 per payment using the Online Bill Pay service.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

Preauthorized payments

- (1) Right to stop payment and procedure for doing so:
 - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 1-800-750-0959, or write us at PO Box 598, Bath ME 04530, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (You will be charged \$20.00 for each stop-payment order you give.
- (2) Liability for failure to stop payment of preauthorized transfer:
 - If you order us to stop one of these payments 3 business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial institution's liability

If we do not complete a payment to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the payment.
- (2) If the payment would go over the credit limit on your overdraft line.
- (3) If the Online Bill Pay service was not working properly and you knew about the breakdown when you started the payment.
- (4) If circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken.
- (5) There may be other exceptions stated in our Bill Paying Agreement with you.

ERROR RESOLUTION NOTICE

In case of errors or questions about your Online Bill Pay activity, telephone us at 1-800-750- 0959, or write us at PO BOX 598, Bath ME 04530, or e-mail us at admin@fivecounty.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a payment listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred 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. If we decide to do this, we will 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 may not credit your account.

For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.