

Bill Pay Agreement / Disclosure

This is your bill paying agreement with FORUM Credit Union. You may use FORUM Credit Union bill paying service, Classic Bill Pay and Bill Pay Plus, to direct FORUM Credit Union to make payments from your designated checking or savings 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 Account Disclosures and Agreement Booklet).

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

How to Set Up Payees / Payments

Complete a bill paying enrollment form. IF YOU WANT TO ADD A NEW PAYEE, USE "SET UP ACCOUNTS/PAYEE" ON THE INTERNET OR SPEAK TO A SERVICE REPRESENTATIVE. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and 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 Financial Institution reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by FORUM Credit Union will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts). Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

FORUM Credit Union is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

The Bill Paying Process

Single Payments

A single payment will be processed (funds withdrawn from your account) on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided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 FORUM Credit Union, is currently 2:00 PM Eastern Time. A single payment submitted after the cut-off time of 2:00 PM Eastern Time on the designated process date will be processed (funds withdrawn from your account) on the following 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.

Postmarked Payments

Payments will be postmarked one day following the designated process date for items submitted prior to the cut-off time of 2:00 PM Eastern Time. Bill payment should not be utilized for payments, such as tax payments, in which an exact postmarked date is required, as FORUM Credit Union cannot guarantee the postmarked date of payments.

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:

* If the recurring payment's "Pay Backward" 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 Backward" option is not selected (or if the "Pay Backward" option is not available), 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.

For Single and Recurring Payments, YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, for each bill payment to reach the Payee. (For midwest subscribers, allow 7 days and for west coast subscribers, allow 8 days.) Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated. 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 FORUM Credit Union. FORUM Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and FORUM 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 Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. FORUM 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 Personal Identification Number (PIN). You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify FORUM Credit Union and arrange to change your PIN. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. FORUM 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. FORUM Credit Union is not liable for any failure to make a Bill Payment if you fail to promptly notify FORUM Credit Union after you learn that you have not received credit from a Payee for a Bill Payment. FORUM 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 FORUM Credit Union's agent. In any event, FORUM 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 FORUM Credit Union has knowledge of the possibility of them. FORUM 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 Financial Institution's reasonable control.

Amendment and Termination

FORUM 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 FORUM Credit Union's records, by posting notice in branches of FORUM Credit Union, or as otherwise permitted by law.

FORUM Credit Union has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to FORUM Credit Union. We are not responsible for any fixed payment made before FORUM Credit Union has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by FORUM Credit Union on your behalf.

Bill Pay is free of charge.

Additional Charges for Customer requested Services and Other Items

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error.

Written Correspondence to Payee:.....\$10.00
Per proof of Payment not necessitated by a dispute:.....\$10.00
Payments returned due to customer error:.....\$5.00
Overdraft or NSF fee:.....\$33.00

FORUM Credit Union reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.