

Central Maine Power Company

Online Bill Presentment and Payment Program Agreement

This Online Bill Presentment and Payment Program Agreement (“Agreement”) is by and between Central Maine Power Company, its successors and assigns (“CMP”), and each customer of CMP (“Customer”) electing to use the Online Bill Presentment and Payment Program (the “Service”). This Agreement governs Customer's use of the Service.

I. GENERAL.

- A. The Service consists of (i) the Online Electronic Billing Service, which provides monthly electric service bills in electronic form rather than paper, and (ii) the Electronic Bill Payment Service, which permits Customer to pay amounts due to CMP, either online through the use of a computer or by telephone.
- B. By enrolling in the Service online or by telephone, and by using the Service, Customer agrees to the terms and conditions of this Agreement.
- C. Customer's use of the Service is also governed by CMP’s Terms and Conditions found on CMP’s website (www.cmpco.com). Other than the method of payment set forth in the Terms and Conditions, the Terms and Conditions remain in full force and effect and do not change because of Customer's election to use the Service. Customer should review the Terms and Conditions for any applicable fees (including Late Payment Charges and Non-Sufficient Funds Charges).

II. DEFINITIONS.

The following terms shall have the following meanings as used in this Agreement:

- A. **“Business Day”** means Monday through Friday, excluding Federal Reserve holidays and CMP holidays.
- B. **“Cutoff Time”** means 2:00 p.m. Eastern Time on any Business Day.
- C. **“Due Date”** means the date payment is due at CMP in order to avoid a Late Payment Charge. This date is shown on Customer’s CMP bill.
- D. **“Late Payment Charge” or “LPC”** means a late charge that is applied each day to unpaid balances according to Section 6.5 of CMP’s Terms and Conditions found on CMP’s website.

- E** “**Non-Sufficient Funds Charge**” or “**NSF**” means a fee applied to Customer’s CMP account for any Returned Payments according to Section 6.6 of CMP’s Terms and Conditions found on CMP’s website.
- F.** “**Payment Account**” means Customer’s checking or savings account, Visa or MasterCard debit card, or Visa or MasterCard credit card account from which bill payments will be made.
- G.** “**Payment Amount**” means the authorized dollar amount selected by Customer to be paid from the Payment Account.
- H.** “**Payment Instruction**” means the payment information provided by Customer to the Service for a series of recurring payments to be made to CMP from the Payment Account.
- I.** “**Returned Payment**” means a payment that cannot be processed for any reason or that is not approved by Customer’s financial institution or card processor.
- J.** “**Scheduled Payment Date**” means the Business Day of Customer’s choice upon which Payment Instructions will be submitted for debit against the Payment Account. A Scheduled Payment Date that falls on a non-Business Day will be processed the next Business Day.
- K.** “**Service Provider**” means any third party providing the Service on behalf of CMP.

III. ONLINE ELECTRONIC BILLING SERVICE.

- A.** To use the Online Electronic Billing Service, Customer will need the following:
 - 1. A computer with internet access and a valid email account;
 - 2. Customer's CMP account number; and
 - 3. Customer's Online Electronic Billing Service password.
- B.** Upon an election by Customer to use the Online Electronic Billing Service, Customer authorizes CMP to provide an electronic version of Customer’s monthly electric service bill. CMP will send notice of the availability of the bill to the email address provided by Customer, and Customer will be able to access the bill on CMP’s website. Customer will no longer receive a paper billing statement from CMP, unless the Online Electronic Billing Service is terminated by CMP or Customer.
- C.** Customer agrees to regularly review Customer’s CMP account bills, whether or not Customer has received email notification of Customer's bill availability.

- D.** Customer agrees to maintain a valid email account and to notify CMP of any changes in such account. CMP will send notification of Customer's bill availability to the email address shown in CMP's records. The accuracy of that e-mail address is entirely Customer's responsibility and in particular, but without limitation, should that e-mail account ever become invalid or should Customer wish notification of bill availability to be sent to a different e-mail account, it shall be Customer's responsibility to notify CMP of such change. Customer shall remain fully liable for any bills of which notification has been sent to Customer's previous e-mail address.

IV. ELECTRONIC BILL PAYMENT SERVICE.

- A.** By providing CMP with Payment Instructions, either online or by telephone, Customer authorizes CMP (or CMP's Service Provider) to debit Customer's Payment Account for the Payment Amount. All payments are processed in accordance with standard banking and card processing procedures. The following business rules apply to all payments made through the Service:
1. Payment Instructions received prior to the Cutoff Time on the Scheduled Payment Date will be processed during the evening of the Scheduled Payment Date. Payment Instructions received after the Cutoff Time on a Scheduled Payment Date will be processed the next Business Day.
 2. While it is anticipated that payment processing will be completed and payments will be debited from the Payment Account and posted to Customer's CMP account within one (1) Business Day following the Scheduled Payment Date, it is understood that delays in debits to the Payment Account and/or posting of payments to Customer's CMP account may occur, due to circumstances beyond the control of CMP (or CMP's Service Provider).
 3. In the event that Customer chooses a Scheduled Payment Date less than four (4) Business Days before the Due Date, Customer bears the risk of incurring and the responsibility for paying any and all Late Payment Charges.
 4. If CMP is unable to process Payment Instructions for any reason associated with the Payment Account (for example, there are not sufficient funds in the Payment Account to cover the transaction), the transaction will not be completed. In some instances, Customer will receive a return notice from CMP. In such cases, Customer agrees that:
 - (a) Customer will reimburse CMP immediately upon demand the transaction amount that has been returned to CMP;
 - (b) Customer shall be liable for Late Payment Charges, NSF Charges, or any other applicable charges as set forth in CMP's Terms and Conditions and applicable Maine Public Utilities Commission rules.

(c) CMP is authorized to report the facts concerning the return to a consumer reporting agency.

B. Customer may cancel or edit any Payment Instructions up to the Cutoff Time on the Scheduled Payment Date, by following the directions within the online application or by calling 1-800-750- 4000 (residential) or 1-800-566-3181 (commercial/industrial). To correct errors discovered after the Cutoff Time on the Scheduled Payment Date, see the “Errors and Questions” section of this Agreement. There is no charge for canceling or editing a scheduled payment.

C. CMP will use its commercially reasonable efforts to ensure all payments are made properly. However, CMP shall incur no liability if payments cannot be initiated through the Service because of the existence of any one or more of the following circumstances:

1. If the Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of the Payment Account;
2. The Service is not functioning properly and Customer knows or has been advised about the malfunction before Customer executes the transaction;
3. The Payment Instructions did not provided correct CMP account information or Payment Account information to process the payment; or
4. Circumstances beyond the control of CMP (or the Service Provider), such as, but not limited to, fire, flood, or interference from an outside force, prevent the proper execution of the transaction and CMP (and the Service Provider) have taken reasonable precautions to avoid those circumstances.

D. CMP agrees to make reasonable efforts to ensure full performance of the Service. CMP will be responsible for acting only on those Payment Instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages Customer sends. CMP is not responsible for any errors or failures caused by any malfunction of Customer’s computer, and CMP is not responsible for any computer virus or related problems that may be associated with the use of the Service. CMP is not responsible for any losses or delays in transmission of Payment Instructions arising out of the use of any Internet Service Provider providing connection to the internet or caused by any browser software. CMP’s sole obligation in the event the Service fails to perform is to reprocess any Payment Instructions received by CMP that CMP failed to process correctly.

- E.** IN NO EVENT SHALL CMP (OR THE SERVICE PROVIDER) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF USE OF THE SERVICE. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages with respect to consumer services, CMP's liability is limited to the maximum extent permitted by applicable law.
- F.** THE 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 OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY LAW AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION.

V. EMAIL ADDRESS; PASSWORD AND SECURITY.

- A.** Customer agrees that CMP may send notices and other communications, including password confirmations, to the email address shown in CMP's records. Customer agrees that CMP will not be responsible or liable in any manner if any information or correspondence informing Customer of its password is intercepted by an unauthorized person.
- B.** Customer agrees to protect security information associated with the Service (including login and password), and agrees not to give or make available the login, password or other means to access the Service to any unauthorized individuals. Customer is responsible for all Payment Instructions authorized using the Service. If Customer permits other persons to use the Service, Customer is responsible for any transactions they authorize.
- C.** If Customer believes that the login, password or other means to access the Service has been lost or stolen or that someone may attempt to use the Service without Customer's consent or has transferred money without Customer's permission, Customer must notify CMP at once by calling 1-800-750-4000 (residential) or 1-800-566-3181 (commercial/industrial) during normal business hours.
- D.** Customer acknowledges and agrees that CMP has instituted commercially reasonable security procedures for electronic payment pursuant to this Agreement. Customer agrees to be bound by any instructions implemented by CMP in compliance with such security procedures.

VI. ERRORS AND QUESTIONS.

In case of errors or questions, contact CMP in the following manner:

1. E-mail: customer.service@cmpco.com. For questions or concerns submitted during a Business Day, please allow up to 24 to 48 hours for a response. Questions or concerns submitted during non-business hours will be answered within two business days.
2. Telephone: 1-800-750-4000 (residential) or 1-800-566-3181 (commercial/industrial) during normal business hours; or
3. Write us at:

***Customer Relations Center
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336***

VII. ALTERATIONS AND AMENDMENTS.

CMP reserves the right to alter and/or amend this Agreement, applicable fees and service charges at any time. In such event, CMP shall post notice of changes via CMP's website (www.cmpco.com). Any use of the Service after CMP posts a notice of change will constitute Customer's agreement to such change(s).

VIII. TERMINATION.

- A. In the event Customer wishes to discontinue the Service, Customer may do so by de-enrolling through the online application, or by contacting CMP as provided in Section VI, above. All such notices of termination must be supplied ten (10) days prior to the actual termination date.
- B. CMP (or the Service Provider) may terminate service at any time and/or revoke Customer's right to use the Service upon prior notice to Customer. CMP reserves the right to terminate Customer's use of the Service if two (2) Non Sufficient Funds transactions are processed in any twelve (12) month period.
- C. Termination shall not affect Customer's liability or obligations under this Agreement.

IX. INFORMATION AUTHORIZATION.

Customer's enrollment in the Service may not be fulfilled if CMP cannot verify Customer's identity or other necessary information. Customer agrees that CMP reserves the right to obtain financial information regarding Customer's Payment Account from a financial institution to resolve payment-posting problems.

X. DISPUTES.

In the event of a dispute regarding the Service, you and CMP agree to resolve the dispute by **jointly** looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and CMP which supersedes any proposal or prior agreement, oral or written, and any other communications between you and CMP relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service Provider or CMP's Customer Relations Department says and the terms of this Agreement, the terms of this Agreement will prevail.

XI. GOVERNING LAW.

- A. This Agreement shall be governed by and construed and enforced in accordance with Maine law.
- B. In addition to the terms and conditions of this Agreement, Customer agrees to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the CMP Rate Schedule and Tariffs, the rules and regulations of any funds transfer system to which CMP uses such as the National Automated Clearing House Association (NACHA), and applicable state and federal laws and regulations.

PLEASE PRINT AND RETAIN THIS DOCUMENT FOR SAFEKEEPING AND REFERENCE AT ANY TIME DURING USAGE OF THE SERVICE.

CUSTOMER HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT AND AGREES TO BE BOUND BY ALL OF ITS TERMS, AND ANY FUTURE AMENDMENTS WHICH MAY BE MADE TO THIS AGREEMENT FROM TIME TO TIME.