

**PARTNERS!**

FEDERAL CREDIT UNION®

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PARTNERSFCU.ORG

**ELECTRONIC FUND  
TRANSFER AGREEMENT AND  
DISCLOSURE STATEMENT**

PLEASE KEEP THIS  
BROCHURE FOR  
YOUR RECORDS

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Effective: December 31, 2009



## **Electronic Fund Transfer Agreement and Disclosure Statement**

Effective: December 31, 2009

This Agreement and Disclosure ("Disclosure") as amended from time to time sets forth the terms and conditions for Electronic Fund Transfer services which are or may be made available by Partners Federal Credit Union® ("Credit Union").

It defines your rights and responsibilities and those of the Credit Union with respect to any Electronic Fund Transfers. Please read it carefully before using your Card. Please refer to our Schedule of Fees which is incorporated herein by reference for fee information related to your Electronic Funds Transfers.

**AGREEMENT TO BE BOUND:** Requesting, retaining, using or permitting another person to use electronic services and your Card constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and Agreement and binds you to all the rules and regulations governing the use of an authorized ATM or making an Electronic Fund Transfer.

**DISCLOSURE CONTROLS:** Both you and the Credit Union will be bound by this Disclosure. If there is a conflict between this Disclosure and something said by one of our employees, you agree that this Disclosure controls.

**SEVERABILITY:** If any part of this Disclosure should be held to be unenforceable, the remaining provisions of this Disclosure and Agreement shall remain in full force and affect.

**PRIOR OTHER AGREEMENTS:** All agreements applicable to your various accounts, certificates or loan relationships with the Credit Union shall be applicable to all transactions initiated by the Card or password, all signature requirements are hereby waived by you and any other parties may withdraw funds in connection with a transaction initiated by the use of the Card and password and each party agrees to be bound by the transaction.

**ELECTRONIC SERVICES - PURPOSE OF DISCLOSURE:** To the extent offered, you may have funds deposited, withdrawn or transferred from or to your designated accounts through the use of Electronic Fund Transfers ("EFT"). At the present time, the Credit Union offers several types of services that may be accomplished by Electronic Fund Transfers: automated teller machine ("ATM"), pre-authorized deposits of paychecks and Federal recurring payments, pre-authorized payments, payroll deductions, audio response ("PhonePartner®), online banking ("PartnersLink®), VISA® Debit/Check Card transactions at a Point-of-Sale (POS) terminal whether or not an access device is used; a check conversion to an EFT transaction such as when you provide a check to a merchant for the merchant to capture the routing, account and serial numbers to initiate a transfer, whether the check is blank, partially or fully completed and signed and regardless of where the check is presented to the merchant or whether you or the merchant or the Credit Union retains the check. Additional Electronic Fund Transfer services may be made available by the Credit Union in the future. You will be notified regarding these services.

**APPLICATION OF THIS AGREEMENT AND DISCLOSURE:** This Disclosure applies to all of the Credit Union's Electronic Fund Transfer services. In addition, certain disclosure information applicable to a specific Electronic Fund Transfer service is given below. You understand that the agreements and rules and regulations applicable to your Share/Savings Account, Checking Account, VISA Debit/Check Card and any other account you have with the Credit Union remain in effect and continue to be applicable except as specifically modified by this Disclosure.

**DEFINITIONS:** In this Disclosure the words "you", "your" and "yours" refer to the Member or anyone who applies for or uses any of the Credit Union's Electronic Fund Transfer services. The words "we", "us", "our" and "Credit Union" refer to PARTNERS FEDERAL CREDIT UNION.

The word "Card" means the ATM Card and / or VISA® Debit/Check Card (depending on the context) issued to you by the Credit

Union and any duplicates, renewals or substitutions the Credit Union issues to you. "Account" means the account(s) designated by the Credit Union on your membership application, PartnersLink log on, PhonePartner sign in, your Partners ATM or on your Partners Check Card. The word "ATM" means an Automated Teller Machine. The word "EFT" means any electronic transfer of funds other than by check or other paper instrument that is initiated through an electronic terminal, telephone, computer, magnetic tape or other communication device for the purpose of providing cash, debiting, crediting, transferring or inquiring on an account. The word "POS" means Point-of-Sale which represents transactions that directly debit (withdraw funds from) your designated account for the purchase of goods or services or obtaining cash from a merchant.

The word "PIN" means Personal Identification Numbers which enable you to effect transactions via an ATM, POS, PhonePartner or PartnersLink (Password or Access Code may be used In place of PIN).

Access Device means the Card or any PIN or Access Code.

"Username" means the a security feature that allows you to create a unique sign-on to Partners online banking, "PartnersLink."

The phrase "Multi-Factor Authentication" or "Authentication" in the Disclosure means the process of verifying your identity when signing on to online banking, PartnersLink, or using other electronic devices (an example of Authentication is a Partners Check Card used with a PIN number).

The word "Cookie" means an electronic marker that is stored directly on a computer. The term "Software Token" may be used in place of Cookie and is a security feature that communicates that the computer has been used previously to successfully sign on to online banking.

"Phishing" or "spoofing" is an action that copies one or more Web site pages with the intention of giving the impression it is a legitimate connection to that Web site. An attempt to obtain your personal information follows phishing or spoofing instances.

**BUSINESS DAYS:** Our business days are Monday through Friday, 9:00 a.m. to 6:00 p.m., and Saturday, 9:00 a.m. to 4:30 p.m., excluding federal holidays. For bill payment transactions the Business Day is defined as Monday through Friday excluding federal holidays.

**OVERDRAFT FEE:** According to applicable law and regulations, a check (includes bill payment service), ACH debit, ATM withdrawal or POS transaction that is presented to the Credit Union for payment on your account when the account has insufficient funds available to pay that item may, at our option, be returned for insufficient funds or we may pay the item and charge you a fee (refer to the Schedule of Fees).

### **DISCLOSURES APPLICABLE TO ATM AND VISA® DEBIT/CHECK CARD SERVICES**

**SERVICES AVAILABLE:** You may use your Card at ATMs to access your Primary Savings and Checking Account for cash withdrawals, transfers (between savings and checking), balance inquiries and deposits at PARTNERS FEDERAL CREDIT UNION ATMs. Future enhancements including but not limited to additional transactions and access to your other accounts may be added at any time and without notice. You can also use the Card for these services including to make deposits at many CO-OP Network ATMs. You may use the Card to make POS for goods or services to others or to obtain cash from others such as merchants. If your Card has a VISA® logo you may use it at merchants who honor the Card as a VISA® card including to order goods or services by mail or telephone without using your PIN or make purchases with or without using your PIN.

You may also use your Card at ATMs in the Star Systems, Inc. (also known as STAR<sup>SM</sup> Network), CU 24, Pulse, the CO-OP Network, Cirrus, VISA, and Plus System®. When using the Card at an ATM, all Electronic Fund Transfer services may not be available at all designated ATMs. The Card is the property of the Credit Union and you agree to surrender the Card to the Credit Union promptly upon demand or retrieval by an ATM.

**TRANSACTION AUTHORIZATION:** By using your VISA Debit/Check Card in conjunction with your PIN at an ATM, you authorize the Credit Union to provide account balance information or to make withdrawals and transfers to and from your accounts with the Credit Union, in accordance with the instructions you give the ATM.

If you authorize us to issue a VISA Debit/Check Card or PIN (or any other Access Device) to anyone else, or if you permit any person to use your Card, you authorize that person to withdraw funds from any account that can be accessed by the VISA

Debit/Check Card, regardless of whether that individual is authorized to withdraw funds from the account by means other than the use of the VISA Debit/Check Card.

Use of the VISA Debit/Check Card, the account number on the VISA Debit/Check Card, the PIN or a combination of these for payments, purchases or to obtain cash from merchants, financial institutions, ATMs or others who honor the VISA Card is an order by you for the withdrawal of the amount of the transaction from your account and is authorization to the Credit Union to provide account balance information, make the requested transfer or accept deposits to your account. Each transaction with the VISA Debit/Check Card will be charged to your account on the date the transaction is posted to your account.

**LIMITATIONS ON TRANSACTIONS:** You may make cash withdrawals and purchases only to the extent that you have available funds in your Checking Account. Cash withdrawal limitations are disclosed on page 3 "Limitations of Service."

**MAKING ELECTRONIC FUND TRANSFERS AT ATMs:** When using the Card at an ATM, you agree to follow the instructions posted, displayed or otherwise given for use of an authorized ATM.

**CONFIDENTIALITY OF PIN:** Your Card and your PIN will be mailed to you separately. You agree to hold your PIN in strict confidence, and you will notify the Credit Union immediately if the Card or PIN is lost or stolen. Your PIN should be memorized. After memorizing it, you should destroy it. As a precaution you should not write your PIN on your Card or any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN. Never let anyone watch you use your Card or PIN at any ATM.

**RECEIPTS:** You may receive a receipt at the time you make any transfer to or from your account using an ATM or Point-of-Sale terminal. Any new balance shown on the receipt:

1. Is your balance after the transaction has been completed;
2. May not include deposits still subject to verification or collection (funds placed on hold) by us;
3. May differ from your records because of deposits in progress, outstanding checks, or other withdrawals, payments or charges.

You may receive a receipt from the merchant or financial institution at the time you make a purchase or obtain cash. You should retain this receipt to compare with your statement from us.

At some terminals you will be given a choice to receive a receipt or not to receive a receipt. Transactions of \$15 or less including those conducted at ATMs, Point-of-Sale terminals, telephone bill-payer systems, automated clearinghouse, remote banking services and other electronic transactions are exempt from the electronic terminal receipt requirement. Check card transactions for signature or PIN based authorizations of \$25 or less may not provide a receipt. You will receive a statement monthly for the account(s) that you have accessed using your ATM Card or VISA Debit/Check Card. The statement will show the effective date that you initiated the transaction, the type of transaction, and the amount of the transaction.

### **ADDITIONAL DISCLOSURES APPLICABLE TO PARTNERS CHECK CARD (VISA®) WHEN USED AS A POS ACCESS DEVICE**

Your Card may be used by presenting your Card or providing your Card number to merchants or retailers who honor the Card as a VISA® for the purchase of goods or services; or to debit your Checking Account with the Credit Union through Point-of-Sale transactions for purchases and cash back (where permitted by the merchant) at certain merchant locations which honor the Card as a VISA®.

By using your Card with your PIN or sometimes just your Card or your Card number for the above transactions, you authorize us to make withdrawals from your Checking Account to pay for goods and services you purchase or cash advances. When you do so, you use your Card as a debit card and your Card works much like a check you write on your account. Your Card is not a credit card, which means you may not defer payments of your VISA® transactions. When you use your Card, you must follow the procedures established by the merchant or financial institution. You may be asked to sign a sales slip, withdrawal slip or other document or just provide your Card number. Some merchants impose a fee for a VISA® transaction. We are not liable if a merchant or financial institution does not accept your Card or Card number. We may debit or place a hold on your Checking Account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction, whichever is earlier. If a merchant or other financial institution requests an authorization for a transaction you want to

conduct, we may place a hold on your account. If the transaction posts to your account before the hold expires, the balance available to you in the account may be reduced by the amount of the hold and the amount of the transaction.

You may not stop payment on a VISA® transaction. If you have a dispute with a merchant, you may have to settle directly with the merchant. If a merchant misrepresents the quality, price, or warranty of goods or services you pay for using your Card, you indemnify us for all damages and liability which results from the misrepresentation. If you have a problem with the quality of property or services that you have purchased with your Card, you must settle it directly with the merchant.

If you breach or fail to fulfill any of the terms of this agreement, you also indemnify us for all resulting damages and liability.

You may make cash advances and purchases to the extent that you have available funds in your Checking account plus available funds in your designated overdraft sources (defined as your savings designated to overdraft and line of credit loan). For security reasons, there may be limits on the number of those transactions that may be authorized. You can receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance or at the time you make a transfer from your Checking Account. You should retain this receipt to compare with your statement from us.

**STATEMENTS:** You will receive a monthly statement (unless there are no transactions in a particular month) for the account(s) which you have accessed using the ATM or VISA® Debit/Credit Card which will show the effective date that you initiated the transaction, the type of transaction and the amount of the transaction occurring in that statement. You will receive a statement at least quarterly.

**ILLEGAL TRANSACTIONS:** You are prohibited from using your Card, Card number or PIN for illegal transactions. You agree to indemnify the Credit Union for your use of the Card, Card number or PIN for illegal transactions. Such illegal transactions include, but are not limited to, any quasi-cash or Internet gambling, any electronic commerce transaction conducted over an open network or any betting or wagering. However, in the event a charge resulting from an illegal transaction is approved and processed, you will still be responsible for such charge.

**LIMITATIONS OF SERVICE:** You and all other joint account or Cardholders, jointly and severally, agree to use any access device(s) in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized. A transaction charge may be imposed by a participating network institution or the Credit Union (see Schedule of Fees) if such inquiries are initiated through a network terminal.

You may use your Card to obtain up to \$500.00 per designated account per day from authorized ATM terminals. For the purposes of this Disclosure, one "banking day" shall constitute one 24 hour period. Your daily limit may be less than \$500.00 per designated account if you are a New Member. Refer to the Truth in Savings Agreement for complete New Member disclosures. Various financial institutions which participate in the various networks to which the Credit Union is a member may have authorized withdrawal limits different than \$500.00 at their respective ATM's. In the event that a specific ATM is limited to withdrawals of less than \$500.00, you will not be able to withdraw more than the cash limit at that particular ATM. Should the withdrawal limit of a particular ATM be greater than \$500.00, you will still be limited to the \$500.00 maximum withdrawal limit of available funds per account per day as established by the Credit Union. Available funds in your account(s) as may be indicated at the time of a balance inquiry may not reflect (if applicable) any available authorized overdraft protection options on the account(s).

You MAY NOT MAKE DEPOSITS to your Account(s) at ATM terminals not authorized by the Credit Union. The Credit Union will NOT BE RESPONSIBLE for any direct or incurred losses or the failure to credit any attempted deposits into any account made at an ATM terminal not authorized by the Credit Union to accept deposits.

You understand and agree that the Credit Union accepts funds deposited at an ATM subject to verification and collection and receipts issued by an ATM are binding only after verification and collection. The Credit Union reserves the right to place a "hold" on funds deposited to your account(s) for a reasonable period of time. You may not withdraw funds in excess of the available funds from a deposit balance subject to such hold; however, the Credit Union will provisionally credit your account at the time of posting subject to the hold. A copy of the Credit Union's "Funds Availability Policy" is available at any of our offices upon request.

You may NOT be able to obtain all EFT services at all participating ATMs.

**ACCESS TO ACCOUNTS:** Any person who receives a duplicate Card (as requested by you), or who is permitted to use your Card will be able to withdraw ALL MONEY in your accounts. We refer to such person as an authorized user and you agree that an

authorized user may withdraw funds from your accounts using the Card regardless of whether that individual is authorized to withdraw funds from your accounts by means other than the use of the Card.

As a precaution, you should not write your PIN on your Card or any material carried near or with the Card. Never let anyone else use your Card. Never tell anyone your PIN. Never let anyone watch you use your Card or PIN at any ATM. As a security measure, if the wrong PIN is entered three (3) times in a 24 hour period, the ATM will retain your Card on the 4th attempt.

**LOST OR STOLEN CARD OR PIN:** If you believe your Card or Pin has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 800.948.6677 to report your lost or stolen Card or PIN, 24 hours per day. You may also write us at Partners Federal Credit Union, P.O. Box 25020, Anaheim, CA 92825-5020.

**RENEWAL OF CARD:** For your protection, your Card is issued with an expiration date. If your account is active and in good standing, upon expiration of your Card, we may issue you a renewal Card. We may not issue you a renewal Card if your account is not in good standing.

### **SAFETY TIPS FOR USING THE ATM**

The automatic teller machine provides you quick, convenient access to your money. By following these important safety tips, you can safely use the ATM whenever you need cash:

- Be aware of the surroundings, particularly at night.
- When using the ATM at night, be sure you are in a well-lighted area.
- If you notice anything suspicious, return later or select another ATM in a safer location.
- Have your transactions ready before going to the ATM. Fill out your deposit slip and place your checks or cash in an envelope and seal it before you arrive at the ATM location.
- Have your Card ready to insert into the machine before arriving at the ATM so you don't have to reach into your purse or wallet while standing in front of the ATM.
- Memorize your Personal Identification Number (PIN or password). Do not write your password on your Card or leave it in your wallet.
- If you notice anything suspicious while you are transacting business, immediately stop your transaction, put your access card away and leave.
- Consider having another person accompany you to the ATM.
- Immediately report all crimes to the ATM operator and to local law enforcement officials.
- Stand close to the ATM and away from others waiting to use the machine, so others can't see you enter your PIN and perform your transaction.
- Put your money and receipts away before leaving the ATM; count the cash later in the safety of your home.
- Keep your password a secret. It is for your protection. Someone you trust today may not be trustworthy tomorrow.
- If you suspect unauthorized use of your Card, notify your financial institution immediately.
- Keep your Card in a safe place. Protect it as you would cash or credit cards. If it is lost or stolen, notify your financial institution immediately.
- If anyone asks you to withdraw money for any reason, leave the area, at once. Notify your financial institution as soon as possible.
- Be aware of fraud or people who pose as Credit Union employees in person or on the telephone that try to get information from you. You should only discuss this information in person at the Credit Union.

### **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED DEPOSIT OF NET PAYCHECK, PAYROLL DEDUCTIONS, PENSION CHECKS, AND FEDERAL RECURRING PAYMENTS**

If you have arranged to have pre-authorized electronic deposits of your payroll deductions, pension checks, or other recurring payments, (for example, Social Security payments), the following provisions apply to you.

**ACCOUNT ACCESS:** Pre-authorized deposits may be made to your account(s).

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS:** If you have arranged with a third party (for example, the Social Security Administration) to make pre-authorized deposits to your account at least once every sixty (60) days, that third party making pre-authorized deposits may have agreed to notify you every time the party sends us money to deposit to your account. If you have not

made such an arrangement you may telephone us at 800.948.6677, and we will advise you whether or not the pre-authorized deposit has been made.

**DOCUMENTATION OF PRE-AUTHORIZED DEPOSITS:** You will receive a periodic statement at least quarterly, and will receive a monthly statement each month in which a pre-authorized deposit is made.

### **ADDITIONAL DISCLOSURES APPLICABLE TO PRE-AUTHORIZED PAYMENT SERVICES**

If you have requested a pre-authorized payment from your accounts such as payment of insurance premiums, mortgage payments, etc., the following provisions apply to you.

#### **RIGHT TO RECEIVE DOCUMENTATION OF PRE-AUTHORIZED PAYMENT**

**INITIAL AUTHORIZATION:** You can get copies of the pre-authorized payment documentation from the third party being paid at the time you give them the initial authorization.

**NOTICE OF VARYING AMOUNTS:** If your pre-authorized payment may vary in amount, the party who will receive the payment is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**PERIODIC STATEMENT:** You will receive a statement quarterly for each period if no transfers are made, you will receive a statement monthly if a transfer is made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENT:** If you want to stop any pre-authorized payment, here's how: Call us at 800.948.6677, e-mail us by logging on to PartnersLink and choosing "Messages", or write us at Partners Federal Credit Union, P.O. Box 25020, Anaheim, CA 92825-5020, in time for us to receive your stop request three (3) business days or more before the payment is scheduled to be made. You may be required to put your request in writing. The stop payment order will apply only to that particular payment; however, if the item is resubmitted by the payee, we will continue to honor the stop payment order and may suspend future payments to the payee until you authorize us to resume payments. To terminate the entire pre-authorized payment arrangement with the payee, you must contact the payee. You can also notify us that the pre-authorized payment arrangement has been terminated. We may ask for a copy of the termination notice which you must provide to us within 14 days of our request.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT:** If you order us to stop your pre-authorized payments three (3) business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages, to the extent provided by law.

**LIABILITY FOR UNAUTHORIZED ELECTRONIC PAYMENTS:** You will be liable for unauthorized transfers made from your account by a third party. If you believe such a transfer has occurred, follow the procedures outlined in "In Case of Statement Errors or Questions about your Electronic Fund Transfers."

### **ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS**

When presented to us for payment, a paper check converted to an Electronic Funds Transfer is processed in accordance with the provisions in this Agreement.

**DEFINITION:** If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person or by telephone to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction") the following applies to you.

**ACCOUNT ACCESS:** A paper check conversion to an Electronic Funds Transfer may be made to your Checking Account only.

**TYPES OF AVAILABLE TRANSACTIONS:** You may authorize a merchant or payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for purchases or (2) pay bills.

You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture

the routing, account and serial numbers to initiate the transfer whether the check is:

1. Blank, partially, or fully completed and signed;
2. Presented to a merchant or lockbox and later converted to an Electronic Funds Transfer;
3. Retained by you, the merchant, or the merchant's financial institution;
4. Presented at POS or is mailed to a merchant and later converted to an EFT;
5. Or, you have provided the merchant or payee with the routing, account and serial numbers by telephone to make a purchase or a payment.

**NOTIFICATION OF CHECK CONVERSION:** Prior to converting your paper check, a merchant must notify you of this procedure. This may be done by a sign or notice displayed at the point of purchase or a statement insert or other mailing (may be included with an account statement). By presenting your paper check or check information to a merchant who has notified you of this procedure, you are granting the merchant permission to process your check electronically.

**LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS:** You may make Electronic Check Transactions only to the extent that you have available funds in your check account plus available funds in your designated overdraft sources.

**DOCUMENTATION OF ELECTRONIC CHECKS:** You will receive a monthly statement each month in which a check conversion to an Electronic Funds Transfer is made.

**PartnersLink ACCESS:** Your paper check converted to an Electronic Funds Transfer may be viewed using the PartnersLink online banking service. However, the online banking option to view and print a copy of your paid checks is not available (refer to the section that follows).

**COPIES OF CONVERTED CHECKS:** Copies of paper checks converted to Electronic Funds Transfer are available from the originator of the electronic debit (the merchant or the merchant's check conversion vendor) for a period of two years from the Settlement Date of the transaction. You may obtain a copy by contacting the originator directly. We may charge a fee for copies obtained on your behalf, we will disclose that fee on our Schedule of Fees accompanying this disclosure. You understand that there are fees and charges for special services that you may request, that may be charged to you in accordance with our current Schedule of Fees.

**OVERDRAFT TO LINE OF CREDIT:** You understand that if you have a line of credit account in conjunction with your checking account, then you may use that line of credit to fund any overdraft on your checking account including overdrafts caused by any Electronic Check Transactions. You understand that you may not otherwise initiate an Electronic Transaction to overdraw your checking account or your line of credit, if applicable. However, if you do overdraw, you authorize the CU to cover the overdraft on your checking account by making a cash advance from your line of credit, if any, or withdraw funds from your Savings account(s) or make a withdrawal from other account on which you are a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of your account(s).

## **REMOTELY-CREATED CHECKS**

For purposes of this Disclosure and Agreement, the term "remotely-created check" (or RCC) means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

If the Electronic Check transaction involves a remotely-created check the CU reserves the right to accept or reject the item for deposit into any of your accounts. If you deposit a remotely-created check into any of your accounts, you represent and warrant to the CU that you have instituted procedures to ensure that these drafts are authorized by the person on whose account the remotely-created check is drawn in the amount stated on the check and to the payee stated on the check. If a remotely-created check which you have deposited into your account is returned by the drawee-payor bank for any reason, you agree that the CU may debit (withdraw from) your account for the amount of the item, plus any applicable fees. If the withdrawal causes your account to be overdrawn, you agree to pay the overdrawn amount on our demand.

**CHECK TRANSACTIONS EXEMPT FROM REGULATION E:** The rules in this Disclosures and Agreement apply unless the agreement you make with the merchant expressly states that all payments will be made by check, draft, or a similar paper instrument, or specifically identifies payments that will be made by check, draft, or similar paper instruments.

## ACH AND WIRE TRANSFERS

ACH and wire transfers you instruct us to make on your behalf are subject to state, federal and other applicable laws including but not limited to Uniform Commercial Code (California and Florida) - Funds Transfers and Regulation J. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, and intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House Rules. The Rules provide, among other things that payment made to you, or originated by you, are provisional until final settlement is made through the Federal Reserve Bank or payment is otherwise as provided in the Uniform Commercial Code (California and Florida). If we receive a credit to an account you have with us by Fedwire or ACH, we are not required to give you any notice of the payment order or credit.

### **ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE (PhonePartner) AND ONLINE BANKING (PartnersLink)**

If you requested or have been approved for use of Partners Federal Credit Union Audio Response (PhonePartner) and online banking (PartnersLink), the following provisions apply to you.

**SERVICE:** PhonePartner and PartnersLink allow you to use a touch-tone phone (PhonePartner), selected mobile devices or your computer equipped with a modem, communications software and an Internet Service Provider (PartnersLink) with a Password to access your account(s) 24 hours a day, 7 days a week, with minor interruptions for end of day data processing.

**MEMBER ACCESS AND RESPONSIBILITY:** When you instruct us through PartnersLink or PhonePartner to transfer funds between your accounts or pay a bill from one of your accounts (PartnersLink only), you authorize us to transfer or withdraw the necessary funds from the account you designate. You agree not to instruct us to transfer funds or pay a bill from an account which has insufficient funds to complete the transaction and we may not complete the transaction. When using the bill payment service, it is your responsibility to guarantee funds are available to process your scheduled bill payment(s). We are entitled to act on any instructions received under the Password we have on file for you.

**CONFIDENTIALITY OF AUTHENTICATION INFORMATION AND PASSWORD:** You agree to hold your Authentication information including your Password in strict confidence, and you will notify the Credit Union immediately if the Authentication information or Password is lost or stolen. If you disclose your Authentication information or Password to anyone, you understand that you have given them access to your accounts via Audio Response and online banking, and that you are responsible for any such transaction. You further understand that your Authentication information and password is not transferable.

**PARTNERSLINK AUTHENTICATION:** The process to identify you when you sign on to PartnersLink is called Authentication. It contains several levels of security: a Password, security question and establishing a Username to protect your account number. Measures have been put in place to protect against phishing or spoofing (unauthorized links from our Web site). If any portion of your authentication information is compromised, lost or stolen, please report it to the Credit Union immediately.

**TRANSACTIONS AVAILABLE:** You may use Audio Response and online banking to perform:

- Savings balance inquiry
- Checking balance inquiry
- Christmas Club balance inquiry
- Certificate inquiry
- Check withdrawal from savings
- Line of credit advance
- Loan inquiry
- Transfer from savings to savings
- Transfer from savings to checking
- Transfer from savings to Christmas Club
- Transfer from checking to savings
- Transfer from checking to Christmas Club
- Transfer from savings to loan
- Transfer from checking to loan
- Transfer from line of credit to savings
- Transfer from line of credit to checking
- Savings history
- Checking history
- Loan history
- Certificate history
- See if a specific check has cleared
- Stop payments (we may request written authorization within 14 days of request)
- Copy of checks cleared (not available for paper checks converted to an Electronic Funds Transfer)
- Check orders
- Obtain tax information (including dividends earned, IRA contribution information and total interest paid)
- Access bill payment service through online banking only
- Electronic statement delivery (eStatements)
- Send secure messages through PartnersLink only
- Transactions and inquiries through selected mobile devices
- Other transactions may become available from time to time.

Transactions made through Audio Response or online banking are binding only after verification by the Credit Union.

**BILL PAYMENT:** Bill payment service allows you to arrange, at your option, for the payment of your bills from your Partners Checking Account(s). Bill payment service may be accessed via PartnersLink. Additional terms and conditions will be provided

to you electronically via our Web site. The CU does not charge a monthly bill payment service fee however, special requests may trigger additional fees (refer to the Schedule of Fees).

## **INCORPORATION OF BILL PAYMENT SERVICE AGREEMENT AND DISCLOSURES**

All other terms and disclosures for our Bill Payment Service are contained in the Credit Union's TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE, which by this reference is incorporated into this disclosure in its entirety. When you log on to online banking and select Bill Payment, the Credit Union's Agreement and Disclosure Statement will be available to you. Print the copy and retain this Disclosure with your records.

**OVERDRAFT PROTECTION FOR BILL PAYMENTS:** If funds are required from an overdraft savings or loan, and are available for transfer, the service will transfer funds in order to process the payment. If you do not have funds available to process your scheduled bill payment(s), at our option, we may pay the bill requested (refer to **OVERDRAFT FEE** in this Disclosure) and charge you a fee (refer to Schedule of Fees).

**ACCESS TO ACCOUNTS:** You understand that you are responsible for the safe keeping of your Password provided by the Credit Union and for all transactions by use of Audio Response and online banking. If you have authorized someone else to use your Password you are responsible for all transactions which that person or persons initiates at any time, even if the amount of transactions exceed what you may have authorized.

**PERIODIC STATEMENT:** You will receive a periodic statement at least quarterly, and will receive a monthly statement for any account which has Audio Response or online banking activity during the month.

**OUR LIABILITY FOR PARTNERSLINK SERVICES:** Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any Internet or commercial online access or browser provider (such as America Online, or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Credit Union, OR by Service Provider Or by an agent or subcontractor of any of the foregoing. Nor shall we or the Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the PartnersLink services, or Internet browser or access software. Neither we nor the Service Providers are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through PartnersLink which are actually received by us. Except as otherwise stated in this Agreement or as required by law, our entire liability and the liability of any Service Provider and your exclusive remedy with respect to PartnersLink services is the replacement of any browser or software, if any, provided by us to you. In those states that do not allow for the exclusion or limitation of liability for consequential or incidental damages, our liability is limited to the extent permitted by law.

**NO WARRANTIES: NEITHER WE NOR ANY SERVICE PROVIDER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE PARTNERSLINK SERVICE, SOFTWARE OR BROWSER, OR PHONEPARTNER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

**INDEMNIFICATION:** To the extent permitted by law, you agree to indemnify, defend and hold us and our directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind which we may incur including, without limitation, our reasonable attorneys fees and court costs that result directly or indirectly, in whole or in part, from your access of the services and performance of transactions via PartnersLink or PhonePartner.

**CHANGES TO PartnersLink OR PhonePartner:** We may limit services or transactions available on PartnersLink or PhonePartner, from time to time, in our discretion and without prior notice. We may make any changes or modifications to PartnersLink or PhonePartner including expanding services or transactions available, from time to time and if you maintain your PartnersLink or PhonePartner service after the effective date of the change, you confirm your agreement to the change and the expansion of services or transactions. We may, without notice, modify or discontinue access to PartnersLink or PhonePartner.

**GOVERNING DOCUMENTS:** Your use of PartnersLink or PhonePartner is governed by this Agreement. Any transactions you perform via PartnersLink or PhonePartner will also be governed by any other agreements you have with us such as credit card and loan account agreements. These other agreements are not changed by you using PartnersLink or PhonePartner. For example, if you access your credit line via PartnersLink or PhonePartner you do so under the terms of your line of credit agreement with us.

**ILLEGAL, FRAUDULENT OR IMPROPER ACTIVITY:** You agree not to use the PartnersLink or PhonePartner service or the Credit Union's Web site for any illegal, fraudulent or improper activity including, but not limited to, gambling, or linking of the Credit Union's Web site to any other Web site. If we or any Service Provider suspects that you may be engaged in or have engaged in a fraudulent, illegal or improper activity, your access to the Credit Union's Web site, PartnersLink or PhonePartner may be suspended or terminated, without advance notice. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

### **ONLINE E-MAIL COMMUNICATIONS**

If you use our online banking service, unless you instruct us otherwise, and to the extent permitted by law, you agree to receive communications from us in electronic form and that you will print a paper copy of all communications you receive from us and retain it for your records. This means that we can send you, and that you will accept and read, information including, without limitation, legally required disclosures about your accounts with us, agreements concerning PartnersLink, and periodic statements concerning your accounts with us and your electronic transfers, electronically via our Web site. Any electronic message sent to you by us shall be considered as if it sent by U.S. Mail, postage prepaid, and shall be considered received by you within three (3) days of the date sent by us, even if you have not signed on to the PartnersLink service within that time frame. If you want to revoke your agreement to receive communications from us in electronic form, you must mail us your revocation in writing to the following address: P.O. Box 25020, Anaheim, CA 92825-5020 and give us a reasonable opportunity to act upon it.

**SECURED MESSAGING (PartnersLink):** You can communicate with us via "Messages". You may request a stop payment or report an unauthorized transaction. To request a stop payment, you must use the specific link on our Web site. You agree that we may take a reasonable time to act on any e-mail we actually receive from you. Any information you receive from us in response to your e-mail questions is provided on a best-effort basis and is believed to be reliable but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, or other decision you make using this information. See the "Errors Resolution" and "Disclosure of Liability" portion of this Disclosure.

**VERIFICATION:** Any and all transactions are subject to verification. The Credit Union will acknowledge transactions only after such verification is made. You will hold the Credit Union harmless for any and all transactions from the time of loss until such notification.

**INFORMATION DISCLOSURE TO THIRD PARTIES:** The Credit Union will disclose information to third parties about your account(s) or the transaction you engage in:

1. Where it is necessary for completing transactions, or
2. In order to verify the existence and conditions of your account(s) for a third party such as a credit bureau or merchant, or
3. In order to comply with a governmental agency or court order, subpoena or other legal process, or
4. If you give us your written permission.
5. As explained in the separate Privacy Policy Disclosure.

**PERIODIC STATEMENTS:** At least quarterly, you will receive a statement for each account which may be accessed by an Electronic Fund Transfer. If you are currently receiving statements of account more frequently than quarterly because you have a checking account, they will continue at the same frequency unless the checking account is closed. You will get a statement of account for any month in which you made an Electronic Fund Transfer.

**DELIVERY OF PERIODIC STATEMENTS:** Your periodic statements may be delivered as a paper statement by U.S. Mail, or electronically using the eStatements service available on PartnersLink. Electronic delivery is a paper statement replacement and requires:

1. Your affirmative consent,
2. That the Credit Union provide you with certain disclosures required by the Electronic Signatures in Global and National Commerce Act of 2000; and
3. That the credit union has provided the access and equipment requirements to you for electronic delivery.

The Electronic Statement Delivery Notice will be provided to you at account opening and includes the requirements for accessing and retaining copies of electronic communications and statements. Before giving your consent to obtain your statements electronically carefully review this notice.

Give your affirmative consent to receive eStatements by:

1. Selecting PartnersLink on our Web site, successfully log on to PartnersLink and requesting eStatements;
2. Or, when you establish your account by indicating to the Member Service Representative you want electronic statement delivery.

No consent or notification is required to receive paper statements delivered by U.S. Mail. You may sign up for eStatements at any time by logging on to PartnersLink. To revoke eStatements service and reinstate deliveries by U.S. Mail send a message through Messages option on PartnersLink or writing us at: P.O. Box 25020, Anaheim, CA 92825-5020

**IN CASE OF STATEMENT ERRORS OR QUESTIONS ABOUT ELECTRONIC FUND TRANSFERS:** Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You must tell us no later than sixty (60) days after the FIRST statement is sent to you on which the problem or error appeared (time period for checks: thirty (30) days).

Telephone us at 800.948.6677, e-mail us by logging on to online banking, PartnersLink, and choosing "Messages" or write us at P.O. Box 25020, Anaheim, CA 92825-5020.

1. Tell us the name and account number.
2. Describe the error or transaction 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 ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you (or within twenty (20) business days, in the case of a claim made within 30 calendar days after an account is opened ("New Account") and will correct any error promptly. If we need more time, however, we may take forty-five (45) days to investigate your complaint or question (or ninety (90) days in the case of a point of sale transaction, claim made within 30 calendar days after an account is opened or a transaction initiated outside of the United States).

If we decide to do this, we will re-credit your Account within ten (10) business days (twenty (20) business days for New Accounts) for the amount you think is in error, so that you will have 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 your complaint or question within ten (10) business days, we may not re-credit your Account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**DISCLOSURE OF YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** Tell us AT ONCE if you believe your checks, ATM or Debit/Check Card or PIN (collectively "check(s), Card(s) and/or PIN(s)") has been lost, stolen or discovered by an unauthorized person, if you believe that someone may have used your Card or PIN without your permission or if you believe that an electronic fund transfer has been made without your permission using information from your check.

Telephoning is the best way of keeping your possible losses down. A written notification from you should follow your telephone call. You could lose all of the money in your designated account(s), plus funds in your other accounts and your maximum overdraft line of credit, if applicable.

However, if you believe your check(s) (in an Electronic Check Transaction) and/or, Card(s) or PIN(s) has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your check(s) (in an Electronic Check Transaction), and/or your Card(s) and/or PIN(s) without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your check(s) (in an Electronic Check Transaction) and/or Card(s) or PIN(s) and we can prove that we could have stopped someone from using your check(s) (in an Electronic Check Transaction) and/or Card(s) or PIN(s) without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60), 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 will extend the time periods. If you authorize someone else to use your Card and PIN, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction(s) exceeds what you authorize.

Please refer to the "Important Notice" included with this Disclosure for your liability for unauthorized use of your Card when it is used as a VISA®.

### **TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF AN UNAUTHORIZED TRANSACTION**

Telephone us at 800.948.6677, e-mail us by logging on to online banking, PartnersLink, and choosing "Messages" or write us at P. O. Box 25020, Anaheim, CA 92825-5020. You should also contact us using this information if you believe a transfer has been made using the information from your check without your permission. Please refer to the section below, IMPORTANT NOTICE REGARDING YOUR PARTNERS CHECK CARD (VISA®) for your liability for unauthorized use of your Card when it is used as a VISA.

### **IMPORTANT NOTICE REGARDING YOUR PARTNERS CHECK CARD (VISA®)**

You are responsible for all transactions you make with the Card or that you authorize another person to make with the Card. You understand that if you disclose your Debit/Check Card PIN to anyone, they will have access to all accounts identified by your account number. If the account is a joint account, all transactions involving the Account are binding on all accountholders.

### **VISA® CHECK CARD LIABILITY RULES FOR VISA® TRANSACTIONS**

- a. If your Card is lost or stolen your possible loss will not exceed \$0.00.
- b. This limitation on liability may be exceeded, to the extent allowed under applicable law, if we determine that you have handled the account in a fraudulent or grossly negligent manner.
- c. Provision "a." does not apply to transactions on VISA Commercial Cards, VISA or PLUS ATM or other ATM transactions, or to cards issued outside the United States.
- d. Any hold on available funds as a result of a Check Card authorization request will be released when a matching settlement transaction is received or no later than three business days from the authorization request.
- e. New Check Cards require activation by the card owner.

"Unauthorized use" means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. Remember to report your Card lost or stolen or any unauthorized transactions immediately. This will help prevent unauthorized access to your account and minimize any inconvenience. For more information or if you have any questions, stop by any branch or call us at 800.948.6677.

**THIS LIMITATION OF LIABILITY FOR UNAUTHORIZED USE ONLY APPLIES WHEN YOUR CARD IS USED FOR VISA® TRANSACTIONS. IT DOES NOT APPLY WHEN YOUR CARD IS USED FOR OTHER TYPES OF TRANSACTIONS, SUCH AS TO OBTAIN CASH FROM AN ATM (EXCEPT VISA® CASH ADVANCES). PLEASE REFER TO THE SPECIFIC DISCLOSURE: "DISCLOSURE OF YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS" FOR YOUR LIABILITY FOR OTHER TYPES OF UNAUTHORIZED TRANSACTIONS.**

**LIMITATIONS ON USE:** You are prohibited from using your Partners Debit/Check Card, PIN or Card number for any illegal transactions which may include, without limitation, Internet gambling activities. You agree to indemnify the Credit Union for your use of the Card, PIN or Card number for illegal transactions. Transactions using your Check Card and completed with your signature are limited to the available funds in your Checking Account with the Credit Union. Transactions completed using a PIN (at Point-of-Sale terminals) are limited to a total of \$1000.00 per day of which \$500 is from an ATM.

**OVERDRAFTS:** You consent and promise to pay the Credit Union immediately upon demand for any negative (overdraft) balance to your account and applicable fees unless you have overdraft privileges. If you do not have overdraft privileges, the Credit Union may deduct the amount of any overdraft on your account from any other accounts you have with the Credit Union, except an IRA.

**CREDIT UNION LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS:** If we do not properly complete a transfer to or from your account(s) on time or in the correct amount according to our agreement, we will be liable for your losses and damages.

However, there are some exceptions.

We will not be liable, for instance:

1. If through no fault of ours, your account(s) does not contain enough money (or sufficient collected funds) to complete the transaction.
2. If the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or Agreement restricting a transaction.
3. If the authorized ATM or other electronic fund transfer system does not have enough cash.
4. If the authorized ATM or other electronic fund transfer system was not working properly and you knew about the breakdown when you started the transfer.
5. If your Card or PIN has been reported lost or stolen and we have blocked the account(s).
6. If circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.
7. If your Card has expired, is damaged so that the machine cannot read the encoding strip, is inactive due to non-use or because your PIN has been repeatedly entered incorrectly.
8. If your Card is retrieved or retained by an ATM.
9. If the failure to complete the transfer is done to protect the integrity of the system and / or to protect the security of your accounts.
10. If we receive incorrect or incomplete information from a government agency, an automatic clearing house, or any other parties or entity.
11. If you are in default on an account and you are attempting a transfer.
12. If you fail to properly follow Audio Response or online banking applicable software instructions on how to make a transfer or payment.
13. If you fail to authorize a payment soon enough for the payment to be made, transmitted, received or credited by the payee.
14. If there is a malfunction in your personal computer, browser and/or software.
15. If the transfer could not be completed due to system unavailability or a telecommunication or Service Provider failure.
16. If the Credit Union has established additional exceptions (with appropriate notice to you).

**CHARGES FOR ELECTRONIC FUND TRANSACTION SERVICES:** All charges associated with our Electronic Fund Transactions are disclosed in our Schedule of Fees, which is provided with this Disclosure and Agreement. Additional copies can be obtained from any of our offices. You understand that there are fees for special services that you may request, that may be charged to you in accordance with our Schedule of Fees.

**FEES CHARGED BY OTHER INSTITUTIONS:** A fee may be imposed by an automated teller machine operator or any national, regional or local network used in the transaction, if you initiate a transfer from an automated teller machine that is not operated by us. If a fee is charged, you will be informed before your transaction is accepted. At that point, you may cancel the transaction. If you decide to proceed, the fee will be automatically deducted from your accounts.

You may make an unlimited number of balance inquiries on your designated account(s) each day. A transaction charge may be imposed by a participating network institution if such inquiries are initiated through a network terminal.

## **TRANSACTIONS OUTSIDE THE UNITED STATES**

Transactions that are initiated in foreign currencies will be charged to your account in U.S. Dollars. The conversion rate to dollars will be:

1. A rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives; or
2. The government-mandated rate in effect for the applicable central processing time plus a 1% (percent) International Service Assessment (ISA) fee.

The ISA fee is charged to all cross-boarder transactions, including transactions where a currency conversion was not performed.

**DISCLOSURES TO THIRD PARTIES:** The Credit Union will not disclose to any third party, excluding affiliates, information about your account or provide e-mail information to third parties for their independent use. We may disclose all of the information we collect, as described above, as permitted by law and in accordance with our Privacy Policy.

**E-MAIL ADDRESS:** We will only respond to e-mail from the e-mail address we have on file for you. If you change your e-mail address, you must notify us in writing or by e-mail before your address changes. You can communicate with us via electronic mail ("e-mail") in two ways: by logging on to our Web, click "Contact Us", select Email Addresses and select the appropriate type of inquiry (general inquiries only; no account numbers or transaction requests / inquiries) or by logging on to PartnersLink and choosing "Messages" (transaction inquiries / requests, stop payments and other account specific questions).

**UNDELIVERABLE ELECTRONIC COMMUNICATIONS:** All reasonable attempts will be made to complete the electronic delivery of periodic statements and other e-mail communications. In the event an electronic communication is returned three (3) times, the Credit Union will deliver a paper copy via U.S. Mail.

**"CONTACT US" OPTION E-MAIL COMMUNICATIONS:** You can communicate with us via electronic mail ("e-mail") by logging on to our Web site, click "Contact Us", select Email Addresses and selecting the type of inquiry. However, you may only e-mail us general questions and not account information questions. We will not respond to account information related questions sent to us via e-mail. Also, you should not send any confidential account information to us via e-mail. We will only respond to general questions sent to us electronically if sent via the "Contact Us" option on our Web site. You cannot request a stop payment or report an unauthorized transaction via e-mail. Since Internet e-mail (e-mail sent outside of our Web site) may not be secure, you should not send us e-mail via Internet e-mail and we will not respond to Internet e-mail we receive. You cannot perform transactions on your account via e-mail. Since these types of requests require expeditious handling, you must report unauthorized transactions, errors and the like by calling us at 800.948.6677, e-mail us by logging on to PartnersLink and choosing "Messages" or write us at P.O. Box 25020, Anaheim, CA 92825-5030.

**TRANSACTIONS LIMITATIONS AND REGULATION D:** Pursuant Federal Regulation D, during any calendar month, you may not make more than six withdrawals or transfers from a regular share account to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. No more than three of the six transfers may be by check, draft, Check Card, Point-of-Sale transactions from Savings, or similar order to third party. A transfer via PartnersLink or PhonePartner is considered a telephonic order. Any excess withdrawals will be returned unpaid and assessed the non-sufficient funds item fee shown on the Schedule of Fees. The total dollar amount of each transaction via Audio Response or online banking (including the bill payment service) is limited to the available funds in the account from which you are attempting the transfer or transaction.

**AVAILABLE TO U.S. RESIDENTS ONLY:** Our financial services through the Credit Union's Web site are offered only to residents of the United States and its territories.

**STOP PAYMENT ORDERS:** You cannot place a stop payment order on or amend or cancel a transfer/payment order initiated through PartnersLink once you instruct us to pay a bill from one of your accounts and / or the funds have been debited from your account.

**YOUR OBLIGATION TO REVIEW RECORDS AND REPORT DISCREPANCIES:** We do not provide you with a separate written confirmation for individual transfers conducted through PartnersLink or PhonePartner or for bills paid through the bill payment service. Confirmation is available through online information available from the particular service and through your periodic account statements which are available via U.S. Mail or eStatements.

## **GENERAL PROVISIONS**

**CHANGE IN TERMS:** We may change any terms and conditions of this Disclosure at any time and we will give you twenty-one (21) days written notice of any change that would result in a greater cost or liability to you. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of ATM/Check Cards or designated accounts.

**TERMINATION AND AMENDMENT:** Unless the law requires advance notice to you, the Credit Union may terminate your rights to use authorized ATMs or to make Electronic Fund Transfers at any time or amend the terms of this Disclosure, or cancel this Disclosure or the Electronic Fund Transfer services. You may, by written notice to us and by actually discontinuing use of the electronic service, terminate any or all electronic services provided by the Credit Union. Termination by any one account owner will be binding on all account owners and we are not required to notify other account owners of the termination. We may suspend or terminate any or all of your electronic services if there are insufficient funds in any one of your accounts or if any of your

accounts are not in good standing. Termination of electronic services does not terminate your accounts or agreements with us and will not affect your authorization for transfers and payments made prior to termination.

**OWNERSHIP OF THE CARD:** The Card(s) is non-transferable and remains the property of PARTNERS FEDERAL CREDIT UNION. The Credit Union may cancel, modify and restrict the use of any ATM/Check Card without notice if your account is overdrawn, your loan is delinquent or where necessary to maintain or restore the security of accounts on the ATM system. You agree to surrender the Card to us upon demand or through retrieval by any authorized ATM or any third party authorized by the Credit Union to retrieve the Card.

**FOREIGN TRANSACTIONS:** Transactions in foreign currencies will be converted into U.S. dollar equivalent as of the date the transaction is processed. The currency conversion rate may differ from the rate in effect when the transaction occurred or when it posted to your Partners account.

**DATA RECORDING:** When you use the service the information you enter to conduct the transactions, account inquiries or other information will be recorded. By using the service you consent to such recording. Generally data recording is for internal use. Please refer to our Privacy Policy regarding information shared with third parties for additional information. We may also monitor your telephone calls to our service representatives to assure quality service.

**NO SIGNATURE REQUIRED:**

All transactions affected by use of the ATMs, POS terminals, electronic check transaction, audio response system, personal computer or other electronic transaction contemplated hereunder which would otherwise require your "wet" signature, or other authorizations, shall be valid and effective as if "wet" signed by you when accomplished by use of an Electronic Check Transaction, Card(s) and/or PIN(s) or as otherwise authorized under this Agreement and Disclosure. Deposits at an ATM are subject to verification by the Credit Union and may only be credited or withdrawn in accordance with our Funds Availability Policy.

Transactions accomplished after the close of normal business each day shall be deemed to have occurred on our next business day. You are responsible for delays in a deposit due to improper identification on the deposit envelope or improper keying of your transaction. Information accompanying a deposit should include your name, account number and where you want your deposit to go. If you make a deposit to your checking account with us, the checking account deposit slip should be included. When using the service to conduct transactions or to pay bills you agree that the Credit Union may debit your account to complete the transactions, pay bills or honor debits that you have not signed.

**COLLECTION COSTS:** The Credit Union may collect amounts owed to us by you under this Disclosure and you agree to pay the Credit Union our reasonable expenses, including court costs and attorney fees, for enforcing our rights under this Disclosure.

**NOTICES:** Any notice we send you will be effective when mailed to your last known street address as shown on the Credit Union's records or if you have agreed to receive communications electronically, your last known e-mail address as shown on the Credit Union's records.

**COPY RECEIVED:** You acknowledge receipt of a copy of this Disclosure.

**APPLICABLE LAW:** This Disclosure and your use of the Credit Union's services your accounts are governed by California state laws and regulations except where Federal law applies.

**NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS DISCLOSURE, DESTROY YOUR CARDS IMMEDIATELY BY CUTTING THEM IN HALF AND RETURN TO PARTNERS FEDERAL CREDIT UNION AT P.O. BOX 25020, ANAHEIM, CALIFORNIA 92825-5020 AND DO NOT USE THE PARTNERSLINK OR PHONEPARTNERS SERVICE.**