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# Electronic Fund Transfer Agreement and Disclosure Statement

PLEASE KEEP THIS BROCHURE FOR YOUR RECORDS

Effective April 19, 2022



# Electronic Fund Transfer Agreement and Disclosure Statement Effective: April 19, 2022

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 or your Card constitutes an acceptance by you of all the terms and conditions set forth in this Disclosure and binds you to all the rules and regulations governing the use of an authorized ATM or making an Electronic Fund Transfer. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B – Requirements for remittance transfers, and consequently, terms of this Disclosure may vary for those types of transactions. A "remittance transfer is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

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 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 or 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, Partners Phone Banking, Partners Online Banking, Partners Mobile Deposit Service, Person to Person transfers, 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. 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" or "CU" 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, Partners Online Banking log on, Partners Phone Banking 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, Partners Phone Banking or Partners Online Banking (Password or Access Code may be used In place of PIN).

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

"Username" means a security feature that allows you to create a unique sign-on to Partners Online Banking.

The phrase "Multi-Factor Authentication" or "Authentication" in the Disclosure means the process of verifying your identity when signing on to Partners Online Banking, 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 website pages with the intention of giving the impression it is a legitimate connection to that website. 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 or ACH debit 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).

For each calendar year in which you are eligible for the Courtesy Pay service, we will pay up to 120 eligible overdrafts using the Courtesy Pay service. If you exceed the 120-overdraft transaction limit in any calendar year, you will no longer be eligible for the service until the next calendar year begins.

An ATM withdrawal or one-time debit card transaction that is presented to the Credit Union for authorization when the account has insufficient funds available to pay that item may be declined for insufficient funds or, if the Credit Union has on record a consent to overdraft service (an opt-in), we may, at our option, 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 unless required by law. 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 STARSM Network), CU 24, Pulse, the Co-op Network, Cirrus, VISA, and Plus System<sup>®</sup>. 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: Generally, 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;
- 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, as applicable by law, available funds in your designated overdraft service (defined as your savings designated to overdraft; the 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 plus available funds in your designated overdraft sources. 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.

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 or open a Partners Jamz account (Jamz Checking). Refer to the Truth in Savings Agreement for complete New Member and Partners Jamz Account (Jamz Checking) 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. You may request a balance inquiry using your card. 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.

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 10000, Lake Buena Vista, FL 32830.

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.

# INFORMATION UPDATING SERVICE AND AUTHORIZATIONS

If you have authorized a merchant to bill charges to your Card on a recurring basis, it is your responsibility to notify the merchant in the event your Card is replaced, your Account information (such as Card number or expiration date) changes, or your Account is closed. However, if your Card is replaced or your Account information changes, you authorize Us, without obligation on Our part, to provide the updated Account information to the merchant in order to permit the merchant to bill recurring charges to your Card. You authorize Us to apply such recurring charges to your Card until you notify Us that you have revoked authorization for the charges to your Card. Your Card is automatically enrolled in an information updating service. Through this service, your updated Account information (such as Card number or expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not quaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing Us to provide updated Account information to a merchant, please contact Us.

# 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:

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- 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 preauthorized 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 fail 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 so by logging on to Partners Online Banking, selecting the "Member Service" tab, and click on "Messages", email us by logging on to Partners Mobile Banking and selecting "Messages" from the menu, or write us at Partners Federal Credit Union, P.O. Box 10000, Lake Buena Vista, FL 32830, 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 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 Disclosure.

**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 from

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;
- Presented at POS or is mailed to a merchant and later converted to an EFT;
- 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 Checking 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.

PARTNERS ONLINE BANKING ACCESS: Your paper check converted to an Electronic Funds Transfer may be viewed using the Partners 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 accounts 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, 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 Disclosure 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 do not receive such payment made to you, or originated by you, we are entitled to a refund from you in the amount of the provisional credit applied to your account, and the originator will not be considered to have paid the amount of the credit given to you. 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. All other terms and disclosures for ACH Origination services are contained in the ACH Origination Agreement as applicable to Electronic Fund Transfer services and are by this reference incorporated into this Disclosure in its entirety.

Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. The Credit Union is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations. The Credit Union may or may not validate any External Account number provided in the enrollment process. An "External Account" is a checking or savings account at another financial institution. It is your responsibility to ensure you enter in a valid and correct External Account number. External Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect External Account number, the Credit Union will NOT be responsibile for returning funds due to an unrecoverable External Transfer.

Transfers to or from External Accounts may take between one and three business days to settle. This means immediate transfers may take up to three days before funds have actually transferred. This also means that scheduled transfers, both one-time and recurring, may also settle one to three days after the scheduled date.

You may have an option with your ACH originating financial institution to send same-day ACH transactions from External Accounts to us. If same day ACH transactions are offered by your ACH originating financial institution and you select to send same-day ACH transactions to us, we will receive same-day ACH payments (credits/debits) from your originating financial institution. We will make funds available from same day ACH credits to you and/or will withdraw same day ACH debits from your account by the end of our processing day unless it is received by us after the deadline for same-day submission, is for an amount greater than \$25,000, or is a foreign ACH transaction.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSACTIONS: Generally, you may make ACH Transactions only to the extent that you have available funds in your Account. For security purposes, the Credit Union establishes limits on the amount of funds transfers that can be made per transaction. External Transfers (incoming and outgoing) are limited to \$5,000 per transaction; within a single account and cross-account limits of \$10,000 per transaction and a 30-Day aggregate limit of \$15,000 for External Transfers (separate totals from incoming and outgoing) from your Eligible Accounts.

RIGHT TO STOP TRANSFERS/INCORPORATION OF PARTNERS MOBILE DEPOSIT AGREEMENT AND DISCLOSUBE: If you have authorized ACH debit entries, you can stop individual payments or revoke authorization for all future payments by notifying us by: Call us at 800.948.6677, e-mail us by logging on to Partners Online Banking, selecting the "Member Service" tab, and click on "Messages", or write us at Partners Federal Credit Union, P.O. Box 10000, Lake Buena Vista, FL 32830, in time for us to receive your stop request three (3) business days or more before the transfer is scheduled to be made. You may be required to put your request in writing.

#### ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE (Partners Phone Banking) MOBILE BANKING AND ONLINE BANKING (Partners Online Banking)

If you requested or have been approved for use of Partners Phone Banking and Partners Online Banking, the following provisions apply to you.

SERVICE: Partners Phone Banking and Partners Online Banking allow you to use a touch-tone phone (Partners Phone Banking), selected mobile devices or your computer equipped with a modem, communications software and an Internet Service Provider (Partners Online Banking) 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 Partners Online Banking or Partners Phone Banking to transfer funds between your accounts or pay a bill from one of your accounts (Partners Online Banking), 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. 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 Partners Phone Banking and online banking, and that you are responsible for any such transaction. You further understand that you Authentication information and password is not transferable.

PARTNERS ONLINE BANKING: The process to identify you when you sign on to Partners Online Banking is called Authentication. It contains several levels of security: a Password, a Username to protect your account number, and for certain actions a secure code will be sent to you. Measures have been put in place to protect against phishing or spoofing (unauthorized links from our website). If any portion of your Authentication information is compromised, lost or stolen, please report it to the Credit TRANSACTIONS AVAILABLE: You may use Partners Phone Banking and Partners Online Banking to perform:

Savings balance inquiry 

 Checking balance inquiry 
 Traditional Christmas Club balance inquiry 
 Crediticate inquiry 
 Check withdrawal from savings 
 Line of credit advance 
 Loan inquiry 

 Transfer from my other institution (deposit or payment) 
 Transfer from savings to checking 
 Transfer from my other institution (deposit or payment) 

 Transfer from checking to Transfer from for credit tadvance 
 Transfer from checking to Transfer from for credit tadvance 
 Transfer from checking to Transfer from for credit tadvance 

 Transfer from checking to Credit card 

 Transfer from checking to Credit card 

Transactions made through Partners Phone Banking or Partners 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 accounts. Bill payment service may be accessed via Partners Online Banking. Additional terms and conditions will be provided to you electronically via our website. The CU does not charge a monthly bill payment service fee however, special requests may trigger additional fees (refer to the Schedule of Fees).

LIMITATIONS ON DOLLAR AMOUNTS OF PERSON-TO-PERSON TRANSFERS: You may make Person to Person Transfers only to the extent that you have available funds in your Account. For security purposes, the Credit Union establishes limits on the amount of funds transfers that can be made per transaction. There are daily limits on the amount of money you can send through the Service. Your limits may be adjusted from time to-time at the Credit Union's sole discretion to protect the security of account and/or the transfer system. We many refuse to process any transaction that exceed limits. In this case, you are responsible for making alternative payment arrangement. For Person-to-Person Transfer limits refer to the Zelle Network® Service Terms and Conditions. All terms, conditions, provisions and agreements set forth in the Zelle Network® Service Terms and Conditions are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. Please refer to the Zelle Network® Service Terms and Conditions.

NO RIGHT TO STOP PERSON TO PERSON TRANSFERS – You understand that when you send a payment using the Zelle Network<sup>®</sup> you will have NO ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service.

#### INCORPORATION OF BILL PAYMENT SERVICE AGREEMENT AND DISCLOSURE AND PERSON TO PERSON TRANSFERS TERMS AND CONDITIONS

All other terms and disclosures for our Bill Payment Service and Person to Person (Zelle®) Transfers are contained in the Credit Union's Online Banking Bill Payment Agreement and Disclosure and Zelle® Terms and Conditions, which by this reference are incorporated into this Disclosure in their entirety. When you log on to Online Banking and/or Mobile Banking services, the Credit Union's Bill Payment Agreement and Disclosure and Zelle® Terms and Conditions will be available to you. Print copies and retain the Agreement and Disclosure and Terms and Conditions will the your records.

**OVERDRAFT PROTECTION FOR BILL PAYMENTS:** Funds are pulled from your account prior to the date the payment is made to the payee. If sufficient available funds are not present in the account, and funds are required from an overdraft savings or loan, the service will not transfer funds in order to process the payment. We may notify you that the bill was not paid as requested.

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 Partners Phone Banking 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 Partners Phone Banking or Online Banking activity during the month.

OUR LIABILITY FOR PARTNERS ONLINE BANKING SERVICES: Except as specifically provided in this Disclosure 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 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 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 Partners Online Banking 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 Partners Online Banking 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 Partners Online Banking 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 PARTNERS ONLINE BANKING SERVICE, SOFTWARE OR BROWSER, OR PARTNERS PHONE BANKING 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.

CHANGES TO PARTNERS ONLINE BANKING OR PARTNERS PHONE BANKING: We may limit services or transactions available on Partners Online Banking or Partners Phone Banking, from time to time, in our discretion and without prior notice. We may make any changes or modifications to Partners Online Banking or Partners Phone Banking including expanding services or transactions available, from time to time and if you maintain your Partners Online Banking or Partners Phone Banking 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 Partners Online Banking or Partners Phone Banking.

**GOVERNING DOCUMENTS:** Your use of Partners Online Banking or Partners Phone Banking is governed by this Disclosure. Any transactions you perform via Partners Online Banking or Partners Phone Banking 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 Partners Online Banking or Partners Phone Banking. For example, if you access your credit line via Partners Online Banking or Partners Phone Banking 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 Partners Online Banking or Partners Phone Banking service or the Credit Uhion's website for any illegal, fraudulent or improper activity including, but not limited to, gambling, or linking of the Credit Uhion's website to any other website. 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 Uhion's website, Partners Ohine Banking or Partners Phone Banking 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 Partners Online Banking, and periodic statements concerning your accounts with us and your electronic transfers, electronically via our website. 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 Partners Online Banking 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 10000, Lake Buena Vista, FL 32830 and give us a reasonable opportunity to act upon it.

SECURED MESSAGING (PARTNERS ONLINE BANKING): You can communicate with us via Partners Online Banking by selecting the "Member Service" tab then clicking on "Messages" or via the Partners Mobile App by selecting "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 website. 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 "In Case of Statement Errors or Questions About Electronic Fund Transfers" 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
- In order to verify the existence and conditions of your account(s) for a third party such as a credit bureau or merchant, or
- In order to comply with a governmental agency or court order, subpoena or other legal process, or
   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 Partners Online Banking. Electronic delivery is a paper statement replacement and requires:

1. Your affirmative consent,

- That the Credit Union provide you with certain disclosures required by the Electronic Signatures in Global and National Commerce Act of 2000; and
- 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:

- Selecting Partners Online Banking on our website, successfully log on to Partners Online Banking and requesting eStatements;
- 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 Partners Online Banking. To revoke eStatements service and reinstate deliveries by U.S. Mail send a message through the Messages option on Partners Online Banking, Partners Mobile Banking or writing us at: P.O. Box 10000, Lake Buena Vista, FL 32830.

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 Partners Online Banking by selecting the "Member Service" tab then clicking on "Messages", email us by logging on to Partners Mobile Banking and selecting "Messages" from the menu, or write us at P.O. Box 10000, Lake Buena Vista, FL 32830. 1. Tell us the name and account number.

- 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
- 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 delivered 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" below for your liability for unauthorized use of your Card when it is used as a VISA  $^{\!\otimes}.$ 

#### 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 Partners Online Banking and selecting the "Member Service" tab then clicking on "Messages" or write us at P. O. Box 10000, Lake Buena Vista, FL 32830. 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 \$1000.00 per day of which \$500 is from an ATM (daily limit may be lower for Partners Jamz accounts).

**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, as allowable by law, you have overdraft privileges (for ATM and one-time debit card transactions, current law requires your consent to overdraft services and an opt-in on record). 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:

- If through no fault of ours, your account(s) does not contain enough available money (or sufficient collected funds) to complete the transaction.
- 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.
- 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).
- If circumstances beyond our control prevent the transaction, despite reasonable precautions we have taken.
- 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.
- If your Card is retrieved or retained by an ATM.
   If the follows to complete the transfer is done to protect the integril
- 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.
- If you fail to properly follow Partners Phone Banking or Online Banking applicable software instructions on how to make a transfer or payment.
- 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.
- 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. 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:

- 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
- 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 (refer to INFORMATION DISCLOSURES TO THIRD PARTIES on page 9).

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 website, 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 Partners Online Banking and selecting the "Member Service" tab then clicking on "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 website, 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 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 website. You cannot request a stop payment or report an unauthorized transaction via e-mail. Since Internet e-mail (e-mail sent outside of our website) 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, and selecting the "Member Service" tab then clicking on "Messages" or write us at P.O. Box 10000, Lake Buena Vista, FL 32830.

TRANSACTIONS LIMITATIONS AND REGULATION D: During any calendar month, statement cycle or similar periods of at least 4 weeks, you may not make more than six withdrawals or transfers from a savings deposit account which includes your regular share account, Primary Savings, Iraditional Christmas Club, Special Savings or a Money Market deposit account to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer, telephone or fax, home or internet banking or check, draft, debit card, or similar order payable to third parties.

A transfer via Partners Online Banking or Partners Phone Banking 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 each time an item is presented for payment and returned unpaid due to an insufficient available balance. The total dollar amount of each transaction via Partners Phone Banking 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 website are offered only to residents of the United States and its territories.

STOP PAYMENT ORDERS: Unless otherwise expressly provided herein, you cannot place a stop payment order on or amend or cancel a transfer/payment order initiated through Partners Online Banking 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 Partners Online Banking or Partners Phone Banking 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 owners 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 services 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 (What does Partners Federal Credit Union do with your Personal Information) regarding information shared with third parties for additional information. We may also monitor your telephone calls to our service representatives to assure quality service.

**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 ourt costs that result directly or indirectly, in whole or in part, from your access of the services and performance of transactions via Partners Online Banking or Partners Phone Banking.

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 services to conduct transactions, not 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 and the Schedule of Fees.

APPLICABLE LAW: This Disclosure and your use of the Credit Union's services and 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 10000, lake buena vista, FL 32830 and do not use the partners Online Banking or partners phone banking service.