

PARTNERS!

FEDERAL CREDIT UNION

PO Box 10000
Lake Buena Vista, FL 32830
800.948.6677
partnersfcu.org

Bill Payment Agreement and Disclosure

Effective Date: September 23, 2019

Your savings are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the U.S. Government. Your IRA savings are insured separately up to \$250,000 by the NCUA.



Bill Payment Agreement And Disclosure September 23, 2019

This agreement and disclosure as amended from time to time sets forth the terms and conditions for the Bill Payment Service (the "Service") which is or may be available by Partners Federal Credit Union ("Credit Union") through Partners Online Banking.

It defines your rights and responsibilities and those of the Credit Union with respect to Partners Online Banking Bill Payment Service. Please read it carefully before using the Service. Please refer to the Credit Union's Schedule of Fees and Electronic Fund Transfer Agreement and Disclosure which is incorporated herein by reference for fee and Electronic Fund Transfer information related to Partners Online Banking and the Service.

DEFINITIONS

In this Disclosure the words "you", "your" and "yours" mean each and all of those (whether one or more persons) who are subject to the terms of the Agreement as a result of signing an account signature card, shared certificate or other documents for each respective account. The words "we", "us", "our" and "Credit Union" refer to PARTNERS FEDERAL CREDIT UNION.

JOINT ACCOUNTS

We may pay out funds or transact business requested using Partners Online Banking and the Bill Payment Services upon the signature of any one of the account owners. You and all other joint account holders, jointly and severally, agree to use Partners Online Banking and the Service in a proper and authorized manner and only for those purposes designated and applicable, and/or only as authorized.

AGREEMENT TO BE BOUND

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.

ELECTRONIC COMMUNICATIONS

You understand that to access and retain this disclosure and to use the Partners Online Banking you must have the following: a PC with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection, an email address, and a printer or computer of sufficient electronic space to store this disclosure.

ONLINE EMAIL 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 statement 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 Partners Online Banking within that time frame. If you want to revoke your agreement to receive communications from us in the 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.

ELECTRONIC CONTACT INFORMATION

In order to keep you informed of changes to this disclosure, when required by regulation, we must distribute the new disclosure to you as documented in the Electronic Fund Transfer Agreement and Disclosure (refer to GENERAL PROVISIONS CHANGE IN TERMS). In order to ensure timely notification of any changes, please notify the Credit Union on a timely basis of a change in your electronic mail address or physical mail address.

AVAILABILITY

Partners Online Banking and Bill Payment Service is generally accessible 24 hours a day, seven days a week. The Service may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to Partners Online Banking and the Service for any reason without notice.

BUSINESS DAY

For the Bill Payment Service transactions the Business Day is defined as Monday through Friday excluding federal holidays.

SCHEDULED PAYMENT CUTOFF TIME

Payments scheduled before 12 Noon ET are eligible for next-day delivery. Payments received after 12 Noon ET are subject to one day delay and delivery is advanced one business day.

EXPEDITED PAYMENTS (SAME-DAY DELIVERY)

Expedited Payments, "last minute" payments to select merchants (the "payee"), may be available for same-day delivery at additional fees and criteria set by the payee.

PARTNERS ONLINE BANKING

The home banking service allows you to perform the following activities on eligible accounts:

- Review activity and recent transactions
- Transfer fund among eligible accounts

BILL PAYMENT SERVICE

The bill payment service allows you to pay bills out of a designated account on a one-time or periodic bases to payees that you designate subject to the limitations described below.

BILL PAYMENT LIMITS

Payments to a company, bank or credit union may not exceed \$25,000 on any single transaction. Payments to an individual person may not exceed \$3,500 on any single transaction and may not exceed the total daily limit of \$3,500. All payments require a minimum of \$1.00.

"PROCESS ON" DATE VS. "DELIVER BY" DATE

When scheduling a bill payment, note the difference between the "PROCESS ON" date and the "DELIVER BY" date. The "PROCESS ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough available funds in your primary account, we will send you an email indicating this situation. We will make up to four attempts to make the payment. If a subsequent attempted deduction is successful, the payment will be processed and remitted to the payee, however the "DELIVERY BY" date may be up to three business days later. If you receive an email because the first attempted deduction was not successful, you should access the Service to determine the date of the next deduction attempt as future attempts to make the payment can occur later on the same business day and/or over the next two business days. If the fourth attempted deduction is not successful, the transaction will be canceled and you will be responsible for rescheduling.

If you schedule a payment with the "PROCESS ON" date as the current date, you must have adequate available funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "PROCESS ON" date in the future, there must be adequate available funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm ET. The "DELIVERY BY" date is the date that you can expect the payee to receive your payment. The "DELIVERY BY" date for your payment should be no later than the due date the payee has indicated for the payment.

PAYMENT GUARANTEE

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
2. The payment was not made to a prohibited payee (see below) or the following type of payee.
 - Payment to payees located in the Armed Forces Postal Codes, such as AE & AP
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
3. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
4. You had sufficient available funds in your account during our first deduction attempt on the "PROCESS ON" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

PROHIBITED PAYEES

We will not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)

If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

CANCELING BILL PAYMENT

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

You may cancel an outstanding bill payment at any time through Partners Online Banking. Bill payments are considered outstanding until the "PROCESS ON" date.

You can also cancel a bill payment transaction by verbal or written communication by contacting Partners Federal Credit Union at 800.948.6677 or by writing us at P.O. Box 10000, Lake Buena Vista, FL 32830. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one transaction, or all transactions in the recurring stream if applicable. We must receive the cancellation request no later than 3 business days before the "PROCESS ON" date of the transaction.

INTERNET EMAIL NOTIFICATIONS

It is important to keep a current Internal email address on file with us, as we use this to communicate important security events about your account, including but not limited to:

- User ID changes
- Internet email address changes (sent to old and new addresses)
- Adding new payees

SERVICE TERMINATION

We may terminate your application in Partners Online Banking and Bill Payment service for any reason, at any time. We will attempt to notify you in advance, but we are not obliged to do so.

You may not terminate your participation in the Service if you have outstanding bill payments scheduled.

If you have no outstanding bill payments you can terminate service participation at any time through Partners Online Banking. You can also terminate service participation by verbal or written request by contacting Partners Federal Credit Union at 800.948.6677 or by writing us at P.O. Box 10000, Lake Buena Vista, FL 32830 and give us a reasonable opportunity to act upon it.

FEES

Refer to the Schedule of Fees as incorporated into this agreement for any applicable fees associated with the Bill Payment Service.

MEMBER ACCESS AND RESPONSIBILITY

When you instruct us through Partners Online Banking and/or Bill Payment service to transfer funds between your accounts or pay a bill from one of your accounts, you authorize us to transfer or withdraw the necessary funds from the account you designate.

When using the bill payment service, it is your responsibility to guarantee funds are available to process your scheduled bill payments(s). We are entitled to act on any instructions received under the Password we have on file for you.

PRIVACY POLICY

You can see a full description of our privacy policy by clicking on the "Privacy Policy" link located on Partners Federal Credit Union's Web site. As discussed in more detail in the Privacy Policy, we will only disclose information to third parties about your account or the bill payments you make:

- Where it is necessary for completing bill payments, or
- In order to comply with government agency or court orders, or
- If you give us your written permission

PARTNERS ONLINE BANKING SECURITY AND AUTHENTICATION

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 User Name to protect your account number, and for certain actions a secure code will be sent to you. If any portion of your authentication information is compromised, lost or stolen, please report it to the Credit Union immediately (refer to Unauthorized Access/Transfers that follows in this agreements).

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 Online Banking, and that you are responsible for any such transaction. You further understand that your Authentication information and password is not transferable.

PERIODIC STATEMENT

You will receive a periodic statement at least quarterly, and will receive a month statement for any account which has Online Banking activity during the month.

OUR LIABILITY FOR PARTNERS ONLINE BANKING

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 (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 Online Banking and bill payment 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 Online Banking or Bill Payment services 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 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, 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 attorney's 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 Partners Online Banking or Bill Payment Service.

CHANGES TO PARTNERS ONLINE BANKING OR BILL PAYMENT SERVICE

We may limit services or transactions available on Partners Online Banking or the Bill Payment service, from time to time, in our discretion and without prior notice. We may make any changes or modifications to Partners Online Banking or Bill Payment service including expanding services or transactions available, from time to time and if you maintain your Partners Online Banking service after the effective date of the change, you confirm your agreement to the change and the expansion of services or transactions.

GOVERNING DOCUMENTS

Your use of Partners Online Banking is governed by this Agreement. Any transactions you perform via Partners Online Banking and its associated services 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 and the Service. For example, if you access your credit line via Partners Online 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 and the 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, Partners Online Banking and the Service may be suspended or terminated, without advance notice. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

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 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.

UNAUTHORIZED ACCESS/TRANSFERS

Tell us AT ONCE if you believe your password has been lost, stolen or if you believe someone has scheduled payments or may schedule payments or otherwise use your account without your permission. Telephoning is the best way of keeping your possible losses down. Telephone us at 800.948.6677, email us by using Partners Online Banking or write us at P.O. Box 10000, Lake Buena Vista, FL 32830. A written notification from you should follow your telephone call. If you believe your password 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 if someone has used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

CASE OF STATEMENT ERRORS OR QUESTIONS ABOUT PARTNERS ONLINE BANKING OR BILL PAY SERVICE

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction 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.

Telephone us at 800.948.6677, email us by logging on to Partners Online Banking or write us at P.O. Box 10000, Lake Buena Vista, FL 32830.

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 thirty (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.

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 decided 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.

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