

# Agreement and Disclosure Statements

Account, Electronic Funds  
Transfer Services and  
Funds Availability Policy

## THE PARTNERSHIP FCU MAILING ADDRESS

For ALL correspondence, deposits & loan payments  
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Member Services & Loans

**800-285-3286**

[www.ThePartnershipFCU.com](http://www.ThePartnershipFCU.com)

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# The Partnership Federal Credit Union Account Agreement

Please read this Account Agreement carefully and keep it for your records. (Revised April 2015)

## DEFINITIONS

In this agreement the words “you,” “your,” “yours” or “owner(s)” means any and all persons who signed the Application for Membership or any subsequent agreement.

The word “Member” means the, individual, corporation, unincorporated association, trust, partnership or other eligible entity designated as the primary applicant on the Application for Membership and any related documents. Only an individual or organization within the Credit Union’s field of membership may become a Member and is eligible for voting and borrowing privileges with the Credit Union.

The words “we,” “our,” “us,” “Credit Union” or “The Partnership FCU” means The Partnership Federal Credit Union.

The word “Account” means any one or more share or other Accounts you have with The Partnership Federal Credit Union.

The word “Agreement” means this Account Agreement, Electronic Funds Transfer Disclosure and Wire Transfer Rules, e-Statements Disclosure and Agreement, Truth-in-Savings Disclosure, Funds Availability Disclosure, Privacy Notice, Rate and Fee Schedules, and any other agreement or disclosure contained or referred to in this Agreement.

## ACCOUNT AGREEMENTS

The Partnership Federal Credit Union is chartered under the Federal Credit Union Act, and regulated by the National Credit Union Administration. We are managed by a volunteer Board of Directors, elected from within the membership, with authority under the Credit Union’s Charter and Bylaws to establish policies governing the Credit Union’s operations. Member Accounts are federally insured up to at least \$250,000 by the National Credit Union Share Insurance Fund, which is administered by the National Credit Union Administration.

Your Account type(s) and ownership features are designated on your Membership Application. By signing a Membership Application each of you agree to the terms and conditions in this Agreement and Membership Application, the Funds Availability Policy Disclosure, Truth-in-Savings Rate and Fee Schedule (Rate and Fee Schedules), and any Account Receipt accompanying this Agreement, and the Credit Union’s Bylaws and policies, and any amendments to these documents from time to time which collectively govern your Membership and Accounts.

To join the Credit Union you must meet the membership requirements as set forth in the Credit Union’s Charter and Bylaws or established from time to time by the Credit Union’s Board of Directors. You authorize us to check your Account, credit, employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the Accounts and services you request.

## USA PATRIOT ACT - NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

What this means for you: When you open an Account we will ask for your name, address, telephone number, date of birth, social security number, employer’s information, driver’s license number or photo I.D. We may also ask for the original document and make a copy of these identifying documents.

**NOTICE:** This information in this publication is effective April 2015. The Partnership Federal Credit Union reserves the right to change the terms and conditions on any account and will notify the membership 30 days before such change, where applicable. You can call us at 1-800-285-3286, email us at MemberServices@ThePartnershipFCU.com or visit our website at www.ThePartnershipFCU.com to inquire about current terms.

## PERSONAL ACCOUNTS (SINGLE AND JOINT OWNERSHIP)

A **Single Owner Account** is an Account owned by one individual qualified for Credit Union membership ("the Member").

A **Joint Account** is an Account owned by a Member (the primary applicant on the Membership Application) and one or more joint owners, who may or may not be eligible for membership in the Credit Union. Joint ownership on an Account does not convey membership with the Credit Union.

1. All funds deposited in your Account(s), including any earnings thereon, are owned jointly and equally by all who sign the Application for Membership. However, only the individual designated as the primary member on the Application for Membership is considered a member of the Credit Union, with borrowing and voting privileges. Joint owners who are eligible in their own right may apply separately for membership and become eligible for such privileges.
2. Joint Accounts are established with the right of survivorship on the death of any owner of the Account, the deceased party's ownership in the Account passes to the surviving owner or owners. In such cases, the surviving Account owner(s) may be required to close the Account or apply to convert it to a new membership, if eligible.
3. Any Account owner is authorized and deemed to act for all owner(s) and the Credit Union may accept orders and instructions regarding funds in the Account, requests for future services, and any transaction from any Account owner. Each Account owner guarantees the signature of the other owners, and agrees to hold the Credit Union harmless for acting on a request from any owner. Any Account owner may withdraw all funds in the Account, stop payment on items drawn on an Account, transfer, or pledge to the Credit Union all or any part of the shares of any other Account owner(s). The Credit Union will permit any owner to withdraw all funds in the Account, effectively closing it, and to open a new Account if that owner is either a member or eligible for membership with the Credit Union.
4. If any item deposited in your Account is returned unpaid, an Account is overdrawn, or if we do not receive final payment on any transaction, each of the Account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount of any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. Each joint owner is jointly and severally liable to us for all fees and charges assessed against the Account in accordance with our Fee Schedule. If any Account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the Account or other Accounts that they own, regardless of who contributed the funds to the Account(s).

**Accounts for Minors.** For any Account established by a minor, we reserve the right to require the minor to have a joint owner who has reached the age of majority under state law, and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such Account(s). We may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an Account owner, the guardian or parent shall not have any right to access the Account. We have no duty to inquire of the use or purpose of any transaction by the minor or any Account owner. We will not change the Account status when the minor reaches the age of majority, unless authorized in writing by all Account holders.

**Uniform Transfers/Gifts to Minor Account.** A Uniform Transfers/Gifts to Minor Account (UTMA/UGMA) is an individual Account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the Account. The custodian has possession and control of the Account for the exclusive right and benefit of

the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the Account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the Account, until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawals.

**Payable on Death (POD) Beneficiaries.** Any non-retirement personal Account can be set up as a POD Account naming one or more beneficiaries to receive the proceeds of the Account upon the death of the owner(s). Only the Account owner(s) may withdraw funds from the Account during their lifetime. The POD beneficiary(ies) has no right or interest in the Account during the lifetime of the owner(s). Upon the death of all Account owners, the funds are passed to the POD beneficiary(ies), subject to any charges or other obligations that the deceased owner(s) may owe the Credit Union.

Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary of the existence of any Account or the vesting of the beneficiary's interest in any Account, except as otherwise provided by law.

## OTHER MEMBERSHIP ACCOUNT TYPES

1. **Trust Accounts.** The Credit Union may accept Accounts titled in the name of a member's established revocable or irrevocable Trust, under guidelines established by the Board of Directors. In addition to the trust Account membership application, we will review the trust certification and related documents to determine eligibility before opening the trust Account. We do not act as trustee, but only as custodian of the trust funds deposited with the Credit Union, and are under no obligation to inquire as to the powers or duties of the trustee(s).
2. **Other Fiduciary Accounts.** With respect to all fiduciary Accounts permitted by the Board of Directors, including but not limited to the Accounts described above, we may require such documents and authorizations as we deem necessary or appropriate to meet legal and regulatory requirements, and to satisfy the Credit Union that the person(s) requesting or directing transactions on the Account has the authority to do so. We may require such documents or authorizations at the time the Account is opened and at any time thereafter.

## ACCOUNT OWNERSHIP MODIFICATION

You understand that your right or authority under this Agreement shall not be changed or terminated by you, except by written notice to the Credit Union and such notice shall not affect transactions made before the notice is received and accepted by the Credit Union. We may require a new Membership Application and such other documents as we deem appropriate in order to add a joint owner or beneficiary to a personal Account, or to convert an existing Account to another form (such as a revocable trust), and we reserve the right to require every owner of any multiple party Account to agree in writing when a change of ownership is requested. You understand that any authorized party to a multiple party Account may withdraw all funds in the Account, effectively closing it. If eligible for membership in their own right, they may deposit the withdrawn funds in a new Account with us. We are not responsible for payment of any check (draft), withdrawal, or other item after your access to your Account is terminated; however, if we pay an item after termination, you agree to reimburse the Credit Union for such payment, as well as fees and expenses, including court costs and reasonable attorney's fees.

## DEATH/INCOMPETENCE OF ACCOUNT OWNER

You agree to notify us promptly if any owner or authorized signer on your Account dies or is declared incompetent by a court. We may place a hold on your Account

and refuse to accept deposits or permit withdrawals when an owner dies or is declared incompetent. We may hold any funds in your Account until we know the identity of the successor.

If a deposit — including salary, pension, Social Security and Supplemental Security Income (SSI) — payable to a deceased owner is credited to the Account after the date the deceased owner died, we will debit the Account for the deposit and return it to the payer.

We may, for a period of ten (10) days after the learning of the death or incompetence of the owner, continue to pay items unless we receive instructions from a person claiming an interest in the Account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's Account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account owners.

## ACCOUNT INFORMATION

When you open an Account with us, you give us information about yourself and confirm that it is correct. We are required by law and regulation to verify your identity, and may do so using the assistance of an outside service such as a credit reporting agency, in compliance with our policies and procedures under the USA Patriot Act and Bank Secrecy Act. Once we open an Account for you and enter your information into our records, we may rely on that information until you notify us of a change and we have had a reasonable time to act on the new information.

If an Account is established and a credit report or other verification process thereafter demonstrates derogatory credit existed at the time of your Application for Membership, or that your Application contained false information, we may, at our option, close your Account(s).

We may report information about your loan, share, or deposit Accounts to credit bureaus. Late payments, missed payments, or other defaults on your Accounts may be reflected in your credit report.

We may also release information from our records regarding your Accounts in Accordance with our Privacy Policy, which is incorporated into this agreement by reference.

## GENERAL PROVISIONS

1. Your Account(s) is subject to the Account rates and fees, payment and balance requirements as set forth in this Agreement, the Truth-in-Savings Disclosure, Rate and Fee Schedules, or any other applicable Credit Union Account agreement and disclosure document. You agree that we may change the Rate and Fee Schedules at any time, and you will be notified of such changes as required by law.
2. **Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your Account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your Account, or, if applicable, you may request a non-dividend or non-interest bearing Account until a TIN is provided.
3. We reserve the right to require at least seven (7) days written notice before any withdrawal, transfer or Account closure can be made on dividend-bearing Accounts other than checking Accounts (certificate Accounts may be subject to longer notice requirements), in accordance with applicable law and regulations.
4. **Forms and Authorization.** You agree that only forms, methods and procedures approved by the Credit Union may be used to authorize and initiate debit and credit entries to your Accounts. Should any such entries

be made in error, you authorize us to correct such errors without prior approval by you, but you agree that we are under no obligation to do so. You agree that we may act upon any written authorization from you even though the signature or signatures appearing on any such authorization do not correspond exactly with the signatures on the Application for Membership. You agree, further, that we are not obligated to act upon any such authorization unless the signature or signatures do correspond exactly with the signatures on your Application for Membership. Any authorization which you make with us to initiate paperless debit or credit entries with regard to any of your Accounts shall remain in full force and effect until we have received written notification from you of the termination of such authorization in such time and in such manner as to provide us with a reasonable opportunity to act on it.

5. **Limitation on Use of Account.** Any financial service provided by the Credit Union may be used only as permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the Credit Union's discretion. You further agree to indemnify and hold the Credit Union harmless from any suits or other legal action or liability (including fees, expenses and reasonable attorney's fees), directly or indirectly, resulting from such illegal use or any activity directly or indirectly related to it.
6. You agree to pay our standard charges for research and copying of documents and other expenses we may incur in complying with court or administrative orders, subpoenas, summons, tax levies or other legal process, unless otherwise prohibited or limited by law. These may include, but are not limited to reasonable attorney's fees.
7. Should your Account(s) be closed at any time by withdrawal of the balance of the Account, and later re-opened by you and a new Account Agreement not issued, such re-opened Account shall be subject to all of the terms and conditions of this Agreement. We are not required to re-open Accounts that were closed for cause unless you have satisfied any requirements from that cause as stated in the policies of the Credit Union.
8. We are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in performing our obligations for a service, including acting on a payment order, processing a transaction or crediting your Account. Circumstances beyond our reasonable control include: a natural disaster, such as an earthquake or a flood; emergency conditions, such as a war, riot, fire, theft or labor dispute; legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power; the breakdown of any private or common carrier communication or transmission facilities; any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.
9. **Power of Attorney.** If you name a person to act as your attorney-in-fact or agent in any way with your Account, we are only obligated to deal with such person if we, in our sole judgement, approve the form of appointment and supporting documentation.
10. **Conflicting Claims About Your Account.** If another person or entity makes a claim against funds in your Account, or if we believe that a conflict exists between signers on the Account or that there is a dispute over matters such as the ownership of the Account or the authority to withdraw funds, we may take one or more of these actions without us being liable to you: continue to rely on current Application for Membership forms and other Account documents; honor the competing claim upon

receipt of evidence we deem satisfactory to justify such claim; freeze all or part of the funds until the dispute is resolved to our satisfaction; close the Account and send a check for the balance in the Account, payable to you or to you and each claimant; or pay the funds into an appropriate court for resolution. We may charge your Account for any expenses and fees, including attorney's fees that we incur.

- 11. Fraud On Your Account.** If there is fraud on your account, we may require you to close your account and open a new account. If you refuse to do this, we will not be liable for any subsequent fraud that may occur on your account.

## DEPOSITS

**Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your Accounts if they are made payable to or to the order of one or more Account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check within 1 1/2 inches from the top edge. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

**Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States, if accepted, are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we receive for credit or collection to your Account.

**Final Payment.** All deposit items, including Automated Clearing House (ACH) transfers, credited to your Account are provisional until we receive final payment. If final payment is not received, we may charge your Account for the amount of such items and impose a return item charge on your Account. Any collection fees we incur may also be charged to your Account. We reserve the right to refuse or return any item or funds transfer. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your Account, we may deduct the amount returned from any of your Accounts, unless prohibited by law.

**Crediting of Deposits.** Deposits made after branch closing time and deposits made on either holidays or days that are not our business days will be credited to your Account on the next business day. Refer to our Funds Availability Policy on Page 20 for additional details and information about when funds deposited to your Account become available to you.

**Returned Items.** If a check or other item you deposit or we cash is returned to us for any reason, at any time, we may debit your Account for the amount of the item, plus any interest you may have provisionally earned on the item and a fee for each returned item, in accordance with our Fee Schedule. We may debit your Account for a returned item at any time on or after the day it is returned to us by electronic or other means, or the day we receive notice that the item is being returned to us — whichever is earlier. If you have insufficient funds to cover a returned item, we may overdraw your Account. You agree to repay us immediately.

In some cases the financial institution on which the returned check or other item is drawn may send us an electronic notice of return instead of returning the item.

We may act on, and you agree to be bound by, the electronic notice of return just as if the original item had been returned.

**Redeposited Item/Third Party Check.** We are under no obligation to accept a check for deposit that has already been deposited at a financial institution and returned, or that is endorsed over to you by another party. If we do accept such an item for deposit, the funds may be subject to an exception hold (see our Funds Availability Policy), and you agree to hold us harmless for any loss or liability, including consequential damages, reasonable attorney's fees and expenses which may arise, whether or not the condition was caused by you.

## ACCOUNT ACCESS

**Authorized Signature.** Your signature on the Membership Application authorizes your Account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you give your member/Account and/or any personal identification number (PIN) to a third party, you authorize us to honor transactions initiated by them even if you did not specifically authorize a particular transaction. If you give your member/Account and/or personal identification number (PIN) to a check vendor or any third party other than the Credit Union's affiliated check vendor, you are responsible for all activities resulting from that transaction, including errors to your Account and other members' Accounts.

**Access Options.** You may withdraw or transfer funds from your Account(s) in any manner we permit. We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We reserve the right to restrict Account withdrawals or transfers from your Account, provided that we shall not be liable for any damages arising from any action we take regarding either (I) withdrawals or transfers; or (II) payments or nonpayments of a share draft, except for those damages which may arise solely as a result of the Credit Union's negligence.

**ACH & Wire Transfers.** You may initiate or receive credits or debits to your Account through wire or ACH transfer. Such transfer transactions will be shown on your periodic statement. Please refer to page 12 for our Electronic Funds Transfer Services Agreement & Disclosure and Wire Transfer rules for full details.

**Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

**Online Banking.** It is your responsibility to keep your password(s) and any other access codes secret, to exit the browser when leaving the computer, and to keep the computer clean and free from viruses that could be used to capture password key strokes. You agree that we have no liability for losses resulting from unauthorized discovery or use of your password to access your Account.

Please refer to our Electronic Funds Transfer Disclosure and online information for complete details about our Online Banking service.

**Nationwide Shared Branching Network.** Shared branches are facilities where members of many different credit unions are able to perform transactions to their own credit union Account. Access through the Credit Union's participation in the national shared branching network is subject to the rules of the network, which may be different than the rules applicable to transactions at the Credit Union. For example, new Accounts may not be opened at a shared branch and the amount of cash available from deposits may be more limited. See our "Funds Availability Policy" for additional details.

## PAYMENT AUTHORIZATION

You authorize us to pay drafts (as used herein, draft means check or share draft or other approved payment instrument) by you and charge the payments against your

transaction Account, and only share drafts, checks or other methods approved by us may be used to withdraw funds from your Accounts. We are not required to pay an item presented if there are insufficient funds available in the Account to make such payment (see Overdrafts and Overdraft Protections section, page 8).

The Credit Union may at its discretion elect not to pay a draft that is more than six (6) months old, and it may pay drafts that have been post dated when they are presented, regardless of any date or other limitation the drawer may have placed in the notation line of the check or elsewhere on the document.

**Preauthorized Payments and Transfers (EFT and Non-EFT).** You will be responsible for stopping any pre-authorized debits (whether initiated by check, draft, or electronic order, instruction or similar payment instrument) by written communication to the person or entity to whom you have furnished your member/Account and/or PIN. You may ask us to stop a payment, and if applicable law requires us to do so, we may comply with your instruction; but you agree to hold us harmless and indemnify us against all fees, costs and expenses, including reasonable attorney's fees, in the event that we are unable to comply with your request, or the payee initiates or threatens to initiate an action against us. We have the right to require that you sign our form certifying under penalty of perjury that you have instructed the party initiating the transfer to stop the pre-authorized debit to your Account.

## OVERDRAFTS AND OVERDRAFT PROTECTION

**Overdraft Liability.** If on any day the available funds in your share Account are not sufficient to cover drafts, fees or other items posted to your Account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient Account balance may be made at any time between presentation and the Credit Union's payment of items presented, with only one review of the Account require. We do not have to notify you if your Account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your Account may be subject to a charge as set forth in the Fee Schedule. Except as otherwise agreed in writing, by covering one or any overdraft, we do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an item in excess of your available balance or impose a fee that would otherwise overdraw your Account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any deadline limits.

**Overdraft Protection Plan.** If you have established an overdraft protection plan for your Account with us, we will honor drafts drawn on insufficient funds by transferring available funds from another deposit Account or loan Account, as you have specified in such plan, or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers, if any, is set forth in the Fee Schedule.

**Discretionary Overdraft "Courtesy Pay" Protection for Share Draft Checking Accounts.** The Credit Union provides, as a courtesy to members, discretionary Overdraft "Courtesy Pay" Protection on share draft checking Accounts. Courtesy Pay is not a line of credit or loan product. It does not become active unless all other funding sources designated by you for overdraft protection (transfers from other deposit Accounts and/or advances against a line of credit) have been exhausted and a check or other item (which may include ACH debits, ATM, or one time debit transactions or other preauthorized or electronic items presented for payment) is presented for payment that would overdraw your Account. In such cases, the Credit Union may pay the item or items presented, allowing the Account to be overdrawn, and assess a fee for each item paid, as published in its Schedule of Fees. Items will not be paid if the resulting overdrawn amount, including fees, would exceed the discretionary Courtesy Pay limit established for the Account.

You may be extended Courtesy Pay privileges on your share draft checking Account as long as your Account is maintained in good standing, which includes at least:

- a) You are not delinquent or in default on any loan or other obligation to the Credit Union or overdrawn on any other accounts with us, and have not caused a previous loss to the Credit Union.
- b) You are not subject to any legal or administrative order or levy.
- c) You have repaid any previous advances, including fees, under Courtesy Pay promptly, bringing your Account out of the negative within 30 days of any such advance or other overdraft situation.

Any amounts advanced under Courtesy Pay must be repaid by depositing an amount at least equal to the amount of Discretionary Courtesy Pay extended to you plus fees in your Account within thirty (30) days of the advance, and bringing your Account balance to a positive balance within every thirty (30) day period. The total of any Discretionary Courtesy Pay (negative) balance, including any fees or charges owed to us, is due and payable upon demand, and all Account owners will continue to be liable, jointly and severally, for all such amounts, until they have been paid in full.

Each individual or joint share draft checking Account in good standing may be assigned a Courtesy Pay limit as determined by the Credit Union. Opt in is required for ATM or one time debit transactions. This Discretionary Courtesy Pay limit is not transferable to other Accounts that you may have with the Credit Union.

Courtesy Pay is more expensive than other overdraft protection options available with the Credit Union, and is only intended to serve as additional protection against returned items due to unexpected circumstances. Members may choose to "opt out" of this service at any time by notifying the Credit Union.

The Credit Union, in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

## STOP PAYMENT ORDERS

For Stop Payment Rights on **Electronic Fund Transfers**, see the **Electronic Funds Transfer Services Agreement and Disclosures** on page 12.

Any request that any Account owner might make to stop payment on an item initiated by check, draft, or similar payment instrument will depend upon our ability to identify that particular item from the information provided. You agree to hold the Credit Union harmless from any and all loss, liability or expense incurred by you or any Account owner due to the payment by the Credit Union, for any reason, of an item, the form of which is not provided by a vendor specifically approved by us.

A stop payment order is binding upon the Credit Union only if we receive the order in reasonable time to act upon it, and it describes the item with certainty. You must provide the Account number, date, exact amount, number of the item and name of the payee. If you do not provide this information and we are unable to stop the payment as requested, we will not be liable for failing to stop the payment. If you ask us to stop payment on an item orally, a written confirmation of the stop payment order, dated, signed, and describing the item with certainty as detailed above, must be received within fourteen (14) calendar days, or the oral stop payment order will no longer be valid. Our acceptance of a stop payment order does not constitute a representation that the item has not already been presented and paid, or that there is reasonable time to process the order before the item is presented.

A written stop payment order may take up to twenty-four (24) hours to process and will be effective for six (6) months. A written stop payment order may be renewed in writing if the renewal is delivered and accepted by the Credit Union before it expires. The Credit Union is not obligated to notify you when a stop payment order expires.

The Credit Union may charge a fee for each item or series of items for which a stop payment order is requested, including renewals, as set forth in the Fee Schedule.

If a Credit Union Official Check or other payment instrument issued by and guaranteed by the Credit Union is lost, stolen or destroyed, and has not yet been paid, you may request that payment be stopped, in which case you must file an "Affidavit" with the Credit Union explaining the conditions under which the instrument was lost, stolen or destroyed. If you wait ninety (90) days from the date of check issuance, the Credit Union may issue a replacement check, as permitted by law. If the Credit Union, in its sole discretion, does agree to place a stop payment order on a payment guaranteed by the Credit Union, or if you want a replacement instrument more quickly, you agree to hold the Credit Union harmless, indemnify and defend the Credit Union against all fees, charges, expenses (including reasonable attorney's fees) as well as the full amount of the instrument.

You may cancel a stop payment order by mail, email or telephone. Your request to cancel the order is not effective until we have a reasonable opportunity to act on it. We may require that a verbal cancellation be confirmed in writing.

Our liability for paying an item subject to a proper and timely stop payment order is limited to the actual loss suffered, up to the amount of item. You must prove the loss to our satisfaction. We are not liable to you for any special or consequential loss or damages of any kind.

## ACCOUNT STATEMENTS

If we provide you with a periodic Statement of Account, you will receive a statement of all transactions and Account activity on your Account during the statement period, as required by applicable law and regulation. You agree that only one statement is necessary for a multiple party Account. You are responsible for examining each Statement of Account promptly and immediately reporting any irregularities to the Credit Union. We will not be responsible for any forged, altered or unauthorized items drawn on your Account if:

- 1) you fail to notify the Credit Union within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or
- 2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your Account unless you notify us in writing within the above time limit of any errors. See the Electronic Funds Transfer Services Agreement & Disclosure on page 12 for other liability restrictions.

**e-Statements:** You will be automatically enrolled in e-Statements to receive your Statement of Account electronically when you use our Online Banking Service and provide us with your email address to send statement notifications to you. If you prefer to receive your statements through regular mail, you may opt out of e-Statements from within Online Banking. Please refer to the online e-Statements Disclosure and Agreement for full details. You may be assessed a fee for mailed paper statements.

## INACTIVE-DORMANT ACCOUNTS

If your Account falls below any applicable minimum balance, or you have not made any transactions over a period specified in the Fee Schedule, your Account may be considered as inactive or dormant, and we may charge fees as set forth on the Fee Schedule for processing your inactive Account. If we impose a fee, it will be clearly identified on your Statement of Account for the period in which it is charged. You authorize us to transfer funds from another Account of yours to cover any fees, if applicable.

Inactive or Dormant Accounts are restricted from remote access services, including Online Banking, ATMs, Shared Branches and Audio Response Advantage telephone services.

To the extent allowed by law, we reserve the right to suspend any further Account statements and payment of dividends on any Account classified as dormant. If a deposit or withdrawal has not been made on the Account and we have had no other sufficient contact with you within the period specified by state law, the Account will be presumed to be abandoned. Funds in abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**Inactive Share Draft Checking Accounts.** Any share draft checking Account with a zero balance or no activity for 12 months may be closed by the Credit Union without notice, and any available funds transferred to the member's regular share savings Account, regardless of the status of any other Accounts that the member may have with the Credit Union. If a share draft checking Account is closed by the Credit Union due to inactivity, any access methods for that Account (Visa debit cards, online bill payment service) will be closed, and any incoming items for that Account (checks, ACH items, etc.) may be returned as "Account Closed."

## NOTICES

It is your responsibility to notify us promptly of any change of name, address or other contact information related to your Account. We require any such notice by you to be in writing, whether delivered in person, by mail or electronically, in a form acceptable to us. We are only required to attempt to communicate with you using the most recent address or contact information that you have provided to us. We may impose a fee for mail returned due to your failure to notify us of a change of address.

Any written notice that you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address; or, if you receive your Account statements electronically, when we transmit such notice to your email address shown in our records. Notice to any one Account owner is considered notice to all owners of the Account.

## TERMINATION OF ACCOUNT

The Credit Union may terminate your Account, or the use of any product or service, at any time without advance notice to you (unless required by law), or may require you to close your Account if:

- 1) there are excessive returned unpaid items not covered by an overdraft protection plan;
- 2) you have caused a loss to the Credit Union;
- 3) there has been any misrepresentation or any other abuse of any of your Account(s); or
- 4) we reasonably deem it necessary to prevent a loss to the Credit Union, such as
  - a) a change in authorized signers;
  - b) forgery or fraud reported or committed involving your Account;
  - c) any Account checks are lost or stolen; or
  - d) you have too many transfers from your Account.

You agree to notify us of your intention to close your Account, and we reserve the right to request the notice in writing (including seven (7) days advance notice for any interest bearing Account). After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks or other payment instruments. You agree to hold us harmless and indemnify us for all fees and expenses, including reasonable attorney's fees, for refusing to honor any items presented against your Account after you have closed it. If you cause a loss to the Credit Union or

engage in conduct that is disruptive, harassing or otherwise interferes with the delivery of service to members, the Credit Union has the right to restrict your access to services, including asking the members to expel you from membership. If we decide to restrict access to services, you will still be entitled to vote in matters coming before the membership and may maintain a non-dividend bearing Account. We may also require that you conduct your business with the Credit Union by U.S. mail, telephone, Internet and/or messenger.

If your Account reaches a zero balance for any reason, we may consider your Account closed. This Agreement continues to govern matters related to your Account even after your Account closes.

If we close your Account, we may mail a check to you at the address currently shown in our records. We may either return deposits, checks and other items that we receive after your Account is closed or in the case of deposits, reopen the Account and accept the deposits, without being liable to you.

## LIEN ON SHARES

We have a statutory lien on the funds in any Account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds if you owe us money as a borrower, guarantor, endorser or otherwise, without further notice to you, in any order to pay off any indebtedness or obligation owed by you or any Account owner to the Credit Union. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your Accounts and we may use the funds from your Accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by law.

All Accounts are non-assignable and nontransferable to third parties. We may exercise our right of setoff even if it results in an early withdrawal for a share certificate Account, and we are not liable for any items returned for insufficient funds as a result of our exercise of these rights.

## CHANGES TO AGREEMENT

We may change this Agreement at any time. For example: we may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you advance notice of the change(s). If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you do not agree with the proposed change, you may close your Account. However, you indicate your agreement to the change if you continue to use your Account or keep it open.

## WAIVER AND SEVERABILITY

If any provision of this Agreement shall be declared invalid, unenforceable or illegal, that part will not affect the validity, enforceability or legality of any other provision. We may delay enforcing our rights under this Agreement without losing them. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you own us under the Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions.

# Electronic Funds Transfer Services Agreement & Disclosure

This Electronic Funds Transfer (EFT) Agreement & Disclosure incorporates the terms and definitions of your Account Agreement with us. To the extent that the terms contained in this section are different than those elsewhere in your Account Agreement, this section of the Agreement shall control and be deemed to modify such other terms.

An EFT is any electronic transfer of funds into or out of your Account, except wire transfers, which are subject to Federal Reserve Board Regulation J, Subpart B.

This EFT Disclosure and Agreement tells you about yours and our rights and responsibilities associated with EFT transactions. These are governed by the Electronic Funds Transfer Act, which is implemented by Regulation E. Some of the wording we use in this EFT disclosure and some of the terms we must abide by are dictated by federal law and regulation.

By applying for or using any EFT service or device with your Account, you agree to the terms of this agreement and disclosure.

## Fees and Limitations on Transfers

We may charge you fees for certain EFT transactions as disclosed in our Fee Schedule. In some cases, third parties may also charge you fees. Access to non-transaction accounts is limited by Federal Reserve Board Regulation D and other limitations, based on the type of account. Other restrictions may be imposed for security reasons.

There are no limitations on transfers from available balances in your checking Account, other than card transaction limits and restrictions indicated below. We reserve the right to increase or decrease your card transaction limits.

## Statements, Receipts, and Notices You Will Get About Your Transfers

- **Statements:** We furnish a monthly statement to members with electronic transactions, and at least quarterly if there are no transactions in a particular month.
- **Receipts:** Most card transactions (except telephone orders, etc.) issue a receipt. A receipt may not be issued for transactions less than \$15.00.
- **Notice of deposits to your Account:** We do not mail separate notices of EFTs to or from your Account. You can use Online Banking or Audio Response Advantage to determine whether an EFT has been made, or call us at 1 (800) 285-3286.

## Right to Stop Payments — Stopping Pre-authorized Payment from Your Account

If you have told us in advance to make regular EFT payments from your Account, you can stop any of these payments. Call us at 1 (800) 285-3286, or write to us at P.O. Box 18539, Washington, DC 20036-8539. We must receive your request three (3) business days or more before payment is scheduled to be made. If you call, we may also require that you provide your request in writing to us within fourteen (14) days after you call, in a form approved by us. These requirements are different from those to stop a preauthorized check, draft or similar payment. We require written confirmation of any oral stop payment order.

We will charge you for each EFT stop-payment order you give us, as stated in our Fee Schedule. If you tell us to stop payment in this way, and we fail to do so, we may be liable for your actual losses or damages in accordance with the law.

To stop payments initiated through our Online Bill Payment service, follow the online instructions for that service.

To stop scheduled transfers initiated through our Online Banking service, follow the online instructions for Scheduled Transfers in Online Banking.

To stop a payment initiated through a third party, you must contact that party first to cancel the authorization.

## Merchant Point of Sale Conversions of Checks to EFTs

You should be aware that in many transactions where you provide a paper check to a merchant or information about your checking Account via telephone, the Internet, mail or other means to request a transaction, the merchant may initiate an immediate electronic funds transfer of funds from your Account. It is very difficult to place a stop payment on these transfers and we will not be able to stop payment. It is your responsibility to determine whether the merchant will initiate the EFT from your Account in the transaction.



## Our Liability if We Do Not Make Transfers as Agreed

If we do not make a transfer to or from your Account according to properly given instructions, we may be liable for your reasonable losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If your Account does not contain enough funds to complete the transfer;
- b. If circumstances beyond our control, such as fire or flood, prevent the transfer despite reasonable precautions we have taken;
- c. If pre-authorization for transfers has been revoked by law (in case of death or incompetence, for example);
- d. If the ATM does not have enough cash;
- e. If the ATM, Audio Response Advantage, Online Banking, or Online Bill Payment service was not working properly and you knew about the breakdown when you started the transaction;
- f. If the Account is dormant or otherwise restricted, such as due to delinquency on an obligation to us, or by court order or levy;
- g. If information on your Direct Deposit, Payroll Deduction, or other electronic debit or credit request is incomplete or inaccurate;

There may be other exceptions stated in our Agreement with you.

## Audio Response ADVANTAGE and Online Banking Use

Audio Response ADVANTAGE, our audio response telephone service, and Online Banking provides access to your Accounts 24 hours a day, seven days a week. Their use is subject to the terms and conditions governing your Account's operation. Visit our website at [www.ThePartnershipFCU.com](http://www.ThePartnershipFCU.com) or contact a Credit Union representative to learn how to access your Accounts using these services.

By using your Personal Identification Number (PIN) or password, you accept the conditions and terms of this disclosure. You also assume liability for Audio Response Advantage and Online Banking use by anyone to whom you disclose your PIN, password or other access codes or information. Transferring funds with Audio Response Advantage or Online Banking is subject to the conditions and limitations listed in this disclosure and your Account Agreement and other applicable disclosures.

## Online Bill Payment

The Credit Union offers an Online Bill Payment Service, which is only available through Online Banking. After logging on to your Account in Online Banking, click "Bill Payment" for full disclosures and to enroll. In some cases, a fee may apply – please refer to our Fee Schedule.

## Issuance of Access Devices – ATM cards and VISA Debit cards

We can only issue you an EFT access device, such as an ATM card or VISA Debit Card, upon your request, or if its issuance is to renew or substitute for an access device you already have. We may also distribute an access device to you without request if each of the following conditions are met:

- a. The access device is not validated (i.e. you can not use the access device without contacting us).
- b. An initial disclosure statement accompanies the mailing, describing your rights and liabilities if the access device is validated.
- c. You receive a clear explanation, stating that the device is not validated (will not work as issued) and instructing you on how to validate or dispose of the device if you do not want it.

## Card Use

You may withdraw up to \$1,000.00, including any fees charged by the owner of the ATM you use, or your available balance, whichever is less, from your

Account by ATM each day. Depending on the ATM owner, you may have to make multiple withdrawal transactions to receive up to \$1,000.00.

You may use your ATM or VISA Debit Card at ATMs of this Credit Union and such other machines or facilities as we may designate from time to time. You may use your VISA Debit Card to buy goods and services (POS transfers) with merchants that honor VISA. Funds to cover your card purchase transactions will be immediately deducted from available funds in your share draft checking Account. If the amount of money available in your share draft checking Account will not cover the transaction amount, the transaction may be denied, or we may access your designated Overdraft Protection source or Line of Credit to pay the item.

At many ATM locations, you may:

- a. Withdraw cash from your checking or savings account.
- b. Transfer funds between your savings and checking Accounts.

Other ATM or "point of sale" networks allow withdrawals or purchases only. You are also able to make deposits at The Partnership FCU owned ATMs and designated ATM deposit networks. Please refer to our Funds Availability Policy for information on when funds deposited through an ATM become available to you.

## Responsibility

By authorized use of your ATM or VISA Debit Card, you agree:

- a. To abide by all rules and regulations relating to the use of the card.
- b. That The Partnership FCU may follow all instructions given to machines.
- c. That the card is the property of The Partnership FCU and will be returned to us or destroyed immediately upon request, and that the use of the card may be terminated or restricted by us at any time without notice.
- d. That you may withdraw up to \$1,000.00 (including any third party transaction fees) or your available balance, whichever is less, from your account at an ATM each day. See our Funds Availability Policy on page 20 for other limits on availability.
- e. That business days do not include Saturday, Sunday, or Federal Holidays and scheduled closings, as published in our newsletter or displayed in our lobbies
- f. That the confidential PIN issued to you is for security purposes. In no event should it be carried on your person or written on the card or on anything else. Never allow a third party to gain access to your card, card number, or PIN.
- g. That all persons that make application for an ATM card or VISA Debit Card shall be jointly and severally liable. If you allow anyone else to use your card, you will be liable for all transactions and/or credit extended to him/her. You understand that we will cancel the card and may not issue you another card when you have allowed another to use your card and seek to cancel that person's authorization. You promise to pay us all amounts made available to you under this Agreement (whether evidenced by a loan agreement or other loan document), plus any FINANCE CHARGE, fees or other amounts due.

## Use Restrictions and Illegal Use

You may not use your card to initiate any type of gambling transaction or to initiate money transfers through such third party services as Western Union moneygrams.

You agree that illegal use of your VISA Credit Card or Debit Card will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at the Credit Union's discretion.

You agree, should illegal use occur, to waive any right to sue us for such illegal use of any activity directly or indirectly related to it. Additionally you agree to indemnify and hold the Credit Union harmless from any suits or other legal

action or liability, including reasonable attorney's fees, directly or indirectly resulting from such illegal use.

### Fraud Monitoring and Suspicious Activity Blocks

We use fraud monitoring services in compliance with applicable law and regulations to protect your funds and the security and integrity of our payment systems. Your ATM or VISA Debit Card may be temporarily blocked if suspicious activity involving your card is detected. In such cases, every effort will be made to contact you immediately. You are responsible for notifying us promptly of any change in your contact information. Temporary activity blocks placed by our monitoring services will remain in place until they or we are able to contact you and resolve any questionable transactions.

### Non-Visa Debit Transactions

The Partnership FCU enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-Visa debit transaction may occur on your The Partnership FCU debit card through our ATM network. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

- To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (generally in e-commerce or mail/telephone order environments) or swipes the card through a POS terminal.
- To initiate a non-Visa debit transaction, the cardholder enters a PIN at the POS terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

A non-Visa debit transaction will not provide the zero liability protection benefit and is not considered a transaction for eligible reward points.

Provisions of the cardholder agreement relating to Visa transactions are inapplicable to non-Visa transactions.

### Lost/Stolen Card Notification and Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your card has been lost, stolen or compromised. Notifying us immediately at the appropriate number listed below is the best way of keeping your possible losses down. Failure to notify us promptly could result in the loss of all the money in your Account, plus available funds from your overdraft line of credit.

- VISA Transactions.** If a transaction is made with your VISA card, card number or PIN without your permission, and is for a VISA transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your card, card number or PIN.
- Non-VISA Transactions.** If you tell us within two (2) business days, you will be liable for no more than \$50 if someone used your card, card number or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, card number or PIN, you can be liable for as much as \$500.00.
- General Notice.** If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost. We may at our option extend the time periods.

### Telephone Number for Reporting Lost/Stolen Cards and Unauthorized Transactions

If you believe that your ATM card has been lost or stolen, you should immediately call us at 1 (800) 285-3286. You may also write to Member Services Department, P.O. Box 18539, Washington, DC 20036-8539, or fax us at (202) 393-0930.

If you believe that your VISA Debit/Credit Card or PIN has been lost or stolen, you should immediately call 1 (800) 285-3286.

When reporting lost or stolen cards, please have your member number and/or card number ready. Report any theft to local law enforcement.

### Returns and Adjustments

Merchants and others who honor the VISA Debit Card may give credit for returns or adjustments, and they will do so by sending us a credit that we will post to your Account linked to the VISA Debit Card.

### Foreign Transactions

Purchases made in foreign countries or in foreign currencies will be billed to you in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international transactions established by the network you used the card in (usually The Exchange or VISA International). A conversion fee is applied to all foreign transactions. See Credit Union Fee Schedule.

### Merchant Disputes

We are not responsible for the refusal of any merchant or financial institution to honor your ATM card or VISA Debit Card.

### Verified by VISA

Verified by VISA provides you with a way of increasing security in online and other transactions for which Verified by VISA is used by reducing the chances of fraud for those transactions. You may either register online at <http://usa.visa.com> or at the Credit Union's website [www.ThePartnershipFCU.com](http://www.ThePartnershipFCU.com). You will be asked to provide personal information which is used to confirm your identity during the registration process and in online transactions or other transactions that are initiated using your VISA Credit Card or VISA Debit Card. Verified by VISA may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your registration data is not shared with the merchant. During the registration process, you will be offered a copy of the full terms and conditions applicable to the Verified by VISA security program.

By agreeing to these terms and setting up a password you will be able to use your VISA Credit Card or VISA Debit Card for online and other transactions. The Verified by VISA program offers additional security. It does not guarantee that your VISA Debit Card or VISA Credit Card will not be compromised. It is your responsibility to keep confidential your password and PIN.

### Effect of Agreement

The terms contained in this Electronic Funds Transfer Services Disclosure apply to all EFT transactions on your Account even though sales, credit, or other slips you may have signed with a merchant or other party contain different terms. In the case of a conflict with such other documents, the terms herein shall govern.

You may have other agreements with us for financial services and they will continue to govern the terms of those services, but the terms herein shall take precedence for transactions governed by the Electronic Funds Transfer Act and Regulation E.

### Confidentiality of Information

We may disclose information to third parties about your Accounts or the transactions you make:

- a. where it is necessary for completing transactions;
- b. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- c. in order to comply with government agency or court orders; or
- d. if you give us your written permission.

Please refer to your Account Agreement and Privacy Notice for further details.

## Errors or Questions

In Case of Errors or Questions About Your Electronic Transactions, telephone us at 1 (800) 285-3286 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement or receipt. You may also write us at: Member Services Department, P.O. Box 18539, Washington, DC 20036-8539, or by fax to (202) 393-0930. We must hear from you no later than sixty (60) days after we have sent or delivered to you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Account number.
- b. Describe the error or the transaction you are unsure about, including the date(s) and any other identifying information, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. 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 result of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question, in which case we will give provisional credit to your Account within ten (10) business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provide provisional credit to your Account. We will tell you the results within three (3) business days after completing our investigation. If we determine that there was no error, we will send you a written explanation and any provisional credit that was given will be deducted from your account, along with any applicable fee as disclosed in our Schedule of Fees. You may ask for copies of the documents that we used in our investigation.

## Termination

You may terminate your ability to make electronic transactions at any time by giving The Partnership FCU written notice thereof and returning to the Credit Union all cards or access devices issued to you. Such termination shall have no effect on your liability for transactions occurring prior to delivery of such written notice and return of said cards to us.

## Amendment to the Disclosures

We may amend these terms from time to time by sending you the advance written notice required by law. Notice will be sent at least twenty-one (21) days in advance if the change results in

- a. an increase in fees or charges;
- b. an increase in liability for the member;
- c. fewer types of available EFT; or
- d. stricter limitations on the frequency or dollar amounts of transfers.

However, we do not need to give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. If the Credit Union makes the change permanent and disclosure would not jeopardize the security of the Account or system, we will notify you in writing with the next scheduled periodic statement, or within thirty (30) days of making the change permanent. Each Account will be governed by the disclosures as amended, unless the Account is closed before the effective date of the amendment.

## Wire Transfers and Automated Clearinghouse (ACH)

Using the Credit Union to send or receive funds transfers by wire or through the Automated Clearinghouse (ACH) shall constitute your acceptance of the terms of these rules. To the extent that the terms contained in this section are different than those elsewhere in your Account Agreement, this section of the Agreement shall control and be deemed to modify such other terms.

## Applicable Law

Wire transfer rules apply to Funds Transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve System. A Funds Transfer begins when you authorize us to transfer funds from one of your Accounts (a Payment Order) and send it using the Federal Reserve Wire Funds Transfer System (Fedwire), and ends when your Payment Order is accepted by another financial institution (Receiving Bank) for the benefit of the person/entity for whose benefit you asked us to send the funds. If you send or receive a wire transfer, Fedwire may be used. Regulation J covers all Fedwire transfers, and governs your rights and liabilities in a wire transfer.

## Cut-off Times

We may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted, the cut-off time will be at 2:00 p.m. Eastern Time on each weekday that we are open which is not a holiday, as published in our newsletter or posted in our lobbies. Payment Orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been received on the next business day and processed accordingly. We may impose a fee for processing rush order requests accepted after 2:00 p.m. Eastern Time on any day the Credit Union is open.

## Charges for Transfers

We may charge your Account for any funds transfer initiated by you, or by any person authorized by you as a joint user or other authorized party with the right of access to the Account from which the funds transfer is to be made, for the amount of the transfer plus a fee in accordance with our Fee Schedule.

## Security Procedures

From time to time we establish security procedures to verify the authenticity of a Payment Order. You agree that the authenticity of Payment Orders, including all parties to them, may be verified using such security procedures, subject to applicable law and regulations, including those under the Bank Secrecy Act and USA PATRIOT Act, established to combat money laundering and terrorist financing.

## Beneficiary

If you give us a Payment Order which identifies the beneficiary (recipient of the funds) by both name and account number, payment may be made by the beneficiary's financial institution on the basis of the financial institution account number, even if the number identifies a person different than the named beneficiary. You will be responsible if the funds transfer cannot be completed or is completed erroneously based on the account number you provided to us.

## Financial Institution

If you give us a Payment Order which identifies an intermediate financial institution or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as the proper identification even if it identifies a different person than the named financial institution. You will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the Payment Order in reliance on the identifying numbers you provided.

## Credit

We may, but are not required to give you credit for automated clearinghouse (ACH) payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and agree, if we do not receive such final settlement, that you would be liable to immediately repay us the amount credited to you in connection with that ACH entry, including any dividends earned on such amount.

## ACH Transactions

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, we do not provide you with next day notice of receipt of ACH transfers to or from your Account. We provide you with notification of all funds transfers by including such items in the periodic Account statements which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been made by accessing your account through our Online Banking or Audio Response Advantage services or by calling us toll free at 1-800-285-3286.

## Dividends Paid

If we become obligated under Article 4A to pay dividends to you for transfers not completed due to error on our part, you agree that the amount of dividends to be paid shall be equal to the Dividend Rate, prorated on a daily basis, applicable to the specific account at the Credit Union to which the funds transfer should have been made, or from which the funds transfer was made erroneously.

## Funds Availability Policy

### Your Ability to Withdraw Funds

The Partnership FCU may make available up to \$2,500.00 on the business day of deposit from the aggregate amount of all checks deposited into your Accounts in good standing (good standing is defined as an Account with a positive balance and no loan delinquency, service denial or other restrictions) on that day, subject to the limitations described below.

Business days do not include Saturdays, Sundays, federal holidays, scheduled closings as published in our newsletter or displayed in our branches. If you make a deposit at one of our branches on a business day while the branch is open, we will consider that day to be the day of your deposit. Otherwise, your deposit will be considered as received on the next business day that we are open.

Per Federal Regulation, we may delay the availability of funds deposited into an Account as described below. Once funds are available, you can withdraw them, or we will use them to pay checks, make transfers or honor debit requests authorized by you.

### Immediate Availability

Funds may be available immediately, or by the next business day, for the following types of check deposits or transfers.

- Cash deposits made in person to one of our employees
- U.S. Treasury Checks, and checks drawn on a Federal Reserve Bank or Federal Home Loan Bank, or drawn on a state or local government, that are payable to you and deposited in person to one of our employees
- Cashier's, certified and teller's checks that are payable to you and deposited in person to one of our employees
- Electronic Deposits (including ACH and wire transfers) which are available when received and posted

### Reservation of Right to Hold

All deposits of checks and negotiable items are subject to our examination and acceptance. We may require verification of available funds from the payor before accepting large deposit items.

In some cases we do not make all the funds that you deposit by check or negotiable item available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, for share draft checking accounts, the first \$200.00 of your deposit will be available by the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available immediately, we will notify you when you make your deposit, and tell you when the funds will be available. If your deposit is not made directly to one of our employees or we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Funds in excess of \$2,500.00 and other deposits accepted subject to holds will have a two business days hold applied. In some situations, a longer hold (up to seven business days) may be placed if there are restrictive flags, a negative balance, or loan delinquency on your account:

### Other Deposits

Deposits made at ATMs or nationwide shared branching facilities may be subject to different holds. Additional holds may apply, depending on the type of deposit and rules of the local network. You may use The Partnership FCU Online Banking or Audio Response Advantage to obtain current available balance information for your Account, or contact the Credit Union at 1-800-285-3286. The Credit Union is not liable for any fees associated with funds not being made immediately available on deposits made at these locations. If you are concerned with funds availability, you should ask at the time you make your deposit.

### New Accounts

An Account is considered new during the first thirty (30) calendar days after the Account is established. For new Accounts, funds from electronic payments, and the first \$2,500.00 from deposits made in cash or from "Immediate Availability" items listed above and deposited in person to one of our employees at an The Partnership Federal Credit Union branch location, will be available by the next business day. Longer holds up to seven (7) business days following the day of deposit, may be placed on any other check or negotiable items deposited. However, for share draft checking accounts, the first \$200.00 of your deposit will be available by the next business day after the day of your deposit.

### Exceptions

We also reserve the right to institute longer hold periods (up to 7 business days) when:

- We believe a check will not be paid
- On the amount over \$5,000 when you deposit checks totaling more than \$5,000 on any one day
- A check is re-deposited that has been returned unpaid, or is indorsed over to you by a third party
- You have overdrawn any of your accounts repeatedly in the last six months
- There is an emergency, such as a failure in communication or computer equipment

**NOTE:** Federal Regulation CC only applies to transactional accounts (i.e. checking or share draft)

**See VIP Benefits Guide for additional information on your Funds Availability.**