



Bill Payment Agreement and Disclosure

This Bill Payment Agreement is the contract that covers the rights and responsibilities concerning the service offered to you by The Partnership Federal Credit Union (Credit Union). In this agreement, the words "you" and "yours" mean those who sign the application or account cards as applicants, joint owners, or any authorized users. The words "we", "us", and "our" mean the Credit Union. The word "account" means any one or more share savings and/or checking accounts that you have with the Credit Union, regardless of which member number the Bill Payment service was applied for. By using Bill Payment service, each of you, jointly and separately, agree to the terms and conditions of this Agreement and any amendments hereafter.

Your membership agreement and disclosure agreement previously given to you (including the Regulation E section and its liability provisions) will govern all transactions made on The Partnership Federal Credit Union's Internet Banking and Bill Payment services. All funds transferred from a loan account will be subjected to the applicable loan agreement and secured by any security agreement for accessing your loan proceeds.

Eligibility for Internet Account Access:

I understand that in order to use Internet Banking and Bill Payment service, my account must be in good standing with the Credit Union. I understand that once approved, the next time I log on to Internet Banking, the Bill Payment button will be present and access to this service will be permitted. I further understand that if I do not perform a transaction in any given six month period, my account will become deactivated. Request for Bill Payment service may be granted at a further date if you maintain your account in good standing.

Equipment and Technical Requirements:

I understand that to use Internet Banking and Bill Payment service, I must have Internet Access through an Internet Provider, and Internet Browser software such as Netscape Version 4.7 or higher or Microsoft Explorer version 5.5 or higher which supports 128-bit encryption. I understand the Credit Union does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, and warranties or merchantability or fitness for a particular purpose. The Credit Union is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or the Credit Union's Internet Banking and Bill Payment services, or the use of them or arising in any way out of the installation, use or maintenance of your personal computer hardware, software or other equipment.

Business Days.

Our business hours are 8:30 a.m. to 5:00 p.m. Monday through Friday, EST. Holidays are excluded.

Limitation of Services:

The following limitations on the frequency and amount of Bill Payment service may apply:

- Bill payments can only be made from your share draft checking account.
- Payments can not be made for tax payments, court-ordered payments, payments to payees outside of the United States or for gambling, lottery, casino or other illegal transactions.
- If you/we close the designated bill payment account, all scheduled payments will be stopped.
- You cannot stop a bill payment if the payment has already been processed.
- You can schedule payments 24 hours a day, seven days a week. Payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days after the date when the payment was originally scheduled. This service may be interrupted at unannounced times for maintenance, other servicing requirements or when we receive a credible threat to the safety and security of the system.
- Payments must be scheduled by 9:00 p.m. CST to be processed the next business day.
- The bill being paid must be in the member's name.
- You cannot make a payment for more than \$9999.99 from your account.

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends on the processing method that can be accommodated by the payee or by our bill payment service provider.

You agree to take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to three business days to process. If the payee does not accept electronic bill payment, the payment will be sent in the form of a check and may take up to five business days to process. You agree to contact the party that is accepting the bill payment to determine whether the party accepts electronic payments and to schedule each payment sufficiently in advance of the payment due deadline.

Conditions of Internet Banking and Bill Payment service:

- a. Security of PIN: To access Bill Payment, you must successfully sign on to Internet banking by using a designated Personal Identification Number (PIN). Any code issued to you is confidential and must not be disclosed to third parties. You are responsible for the safekeeping of your PIN. You agree to not disclose or otherwise make your PIN available to anyone not authorized to sign

on your accounts. If you fail to maintain the security of this PIN, we may terminate your bill payment service immediately.

- b. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized user, shall be bound by this Agreement and, jointly and severally, shall be responsible for all EFT transactions to or from any share savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions, including a direction to stop a preauthorized transfer, regarding any EFT transaction on any account from any joint account owner.
- c. Regulation D. Federal rules limit the number of transfers per calendar month or statement cycle of at least four weeks that may be made electronically from a "savings" account to six to another of your accounts at the Credit Union or to pay third parties. These transfers will occur when you have established your savings account(s) as an overdraft source for your checking account(s), thereby permitting funds to be withdrawn from your savings account(s) to cover payments from your checking account at the time when your checking account had insufficient funds when the payment was scheduled to be made. Unlimited electronic transfers (subject to your available balance) may be made from your checking account. You may also make unlimited transfers from savings accounts in person, at an ATM, by mail (with the check mailed to you) or by messenger. See your account agreement for more details.

Fees and Charges: Fees may be imposed in accordance with rate schedules adopted by the Credit Union from time to time. Please see your Account Agreement and Disclosure for other fees and charges that may apply to your account or refer to our website for a current fee schedule.

Stop Payment Fee \$30.00, Non-Sufficient Fund Fee \$30.00, Overdraft Transfer Fee \$1.00

You promise to pay us all amounts borrowed under this Agreement, plus any finance charge or other amounts due. You agree to pay us according to the terms and conditions disclosed in the Credit Agreement and Truth-in-Lending Disclosure applicable to your overdraft line of credit agreement.

Member Liability & Error Resolution In case of errors or questions about your electronic transfers or payments, telephone us at 703-562-6000 (if dialing in DC metropolitan area) or 1-800-285-3286, or write us at the address below as soon as you can, if you think your statement of receipt is wrong or if you need more information about a transfer or payment listed on the statement or receipt.

The Partnership Federal Credit Union P.O. Box 18539 Washington, DC 20036-8539

We must hear from you no later than 60 days after we FIRST sent statement on which the problem or error appeared.

1. Tell us your name and account number; 2. Describe the error, transfer, or payment 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 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you may 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 it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Right to Receive Documentation. Transfers and withdrawals made through any EFT transaction you make will be recorded on your monthly periodic statement of account. After you have entered a transaction, you should print the confirmation page and retain the page for your records.

Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make: s As necessary to complete transfers; s To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; s To comply with government agency or court orders; s If you give us your written permission.

Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual verifiable losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- a. Liability for Direct or Consequential Damages. s If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit. s If you used your PIN in an incorrect manner. s If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction. s If the money in your account is subject to legal process or other claim. s If funds in your account are pledged as collateral or frozen because of a delinquent loan. s If the electronic transfer is not completed as a result of your willful or negligent use of EFT facility for making such transfers. s If the telephone or computer equipment you use to conduct Bill Payment transactions is not working properly and you know or should have known about the breakdown when you started the transaction. s If you have not provided us with complete and correct payment information, including, without limitation, the name, address, account number

and payment amount for the Payee on a bill payment. s If the payee was a merchant or institution you are not permitted to designate. s Any other exceptions as established by the Credit Union.

- b. Responsibility for Member Payments. If Bill Payment is sent out per your request, the Credit Union is not liable for any service fees or late charges levied against you. If you use Bill Payment, we can only confirm the amount, the participating merchant, and the date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the bill statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- c. Non-Sufficient Funds: The Credit Union will initiate payments to merchants per your instructions. If at the time of debiting your account there are non-sufficient funds, your Bill Payment service will become automatically blocked and no further scheduled payments will be processed during this time. If the debit clears your account the second attempt, you may call our Bill Payment customer service number to remove your account block. If you do not do so, your account block will be removed after five business days from the successful clearing of your account debit. After the third notice of non-sufficient funds, your account will be sent over to our Bill Payment service provider collections department. If you experience a sixth occurrence of a debit to your account being returned for non-sufficient funds, your account will be closed, and this may be cause to restrict certain membership privileges.

How to cancel a presently authorized transaction. In order to request a stop payment or change a Bill Payment transaction designated as "Future" or "Recurring", you may use the Bill Payment system and follow the instructions provided to you. If you use the Bill Payment system to cancel the transaction, you must cancel the payment or transfer by 8:00p.m. PST of the day before the scheduled processing date.

In addition, if you have told us in advance to make regular payments out of your account, you may stop any of these payments. Here's how:

Call us at (703) 562-6000 (if dialing from the DC metropolitan area) or 1-800-285-3286, or write us at The Partnership Federal Credit Union, ATTN: ACH Stop Payments, P.O. Box 18539, Washington, DC 20036-8539, in time for us to receive your request 3 business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. We will charge for this service in accordance to our schedule of fees.

Privacy Policy. The Credit Union has a Privacy Policy. You may go to our website at www.thepartnershipfcu.com to obtain a copy of our Privacy Policy.

Virus Protection. The Partnership FCU is not responsible for any electronic virus or viruses that you may encounter. We encourage our members to routinely scan their personal computers and diskettes using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is

offered. We will mail notice to you at least 21 days before the effective date of any change. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

Amendments. Terms and conditions of this agreement may be amended in whole or part any time with 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

No Signature Requirements. When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account or the account in which the item is drawn without requiring your signature on the item, and without prior notice to you.

How To Use The System. The Credit Union offers instructions and information on our website on how to use our Bill Payment service. Simply logon to Internet banking, and click on the Bill Payment button. Then click on the Help button. There is also a Novice Mode option that can be set by clicking on the Options button. Novice Mode displays Help text right on the Bill Payment pages so that you do not have to go back and forth from Bill Payment to Help. You may also contact the Credit Union for assistance at (703) 562-6000(if dialing from the DC metropolitan area) or 1-800-285-3286

Termination of Services. You may terminate this Agreement at any time by notifying us in writing and stopping your use of bill payment services. We may also terminate this Agreement. We may also program our computer not to accept your PIN for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

Governing Law. This agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the District of Columbia, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the Superior Court of the District of Columbia.

Collection Costs If we are forced to take collection action, you agree to pay all court costs and collection fees, including our reasonable attorney's fees and costs.

By clicking "Accept" above, I agree to these terms, and the terms of the Electronic Bill Payment Agreement and Disclosure, which has been provided to me electronically by The Partnership Federal Credit Union.