

Financial Partners Credit Union
BILL PAY AGREEMENT AND DISCLOSURE

This is your Bill Pay Agreement and Disclosure (“Agreement”) with Financial Partners Credit Union. You may use Financial Partners Credit Union’s Bill Pay services (the “Service” or “Bill Payment”) to direct Financial Partners Credit Union to make payments from your designated checking account to the Payees (as defined below) you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect governing your Account, which are incorporated herein by this reference, including but not limited to, the Electronic Services Disclosure and Agreement, the Digital Banking Agreement and Disclosures and the Account Disclosure (collectively, the “Account Rules”). You agree that by selecting or clicking “I Accept” when provided this Agreement in enrolling in Bill Payment or by using the Service, or allowing another to access your account(s) via the Service, that you have received a copy of, and agree to be bound by this Agreement and the Account Rules. To the extent of any conflict between this Agreement and the Account Rules, this Agreement shall control. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

“We”, “our”, “us”, “Financial Partners” and “FPCU” mean Financial Partner Credit Union. "You" or "your" means each person who is authorized to use the Service. "Payee" means anyone, including Financial Partners Credit Union, you designate and Financial Partners Credit Union accepts as a payee. Financial Partners Credit Union reserves the right to refuse the designation of a Payee for any reason.

SYSTEM REQUIREMENTS

To use the Service, you must have a computer with a browser or mobile device with the FPCU Digital Banking App, Internet Service, your Digital Banking username and password, and you must be enrolled in Digital Banking with Financial Partners.

ESTABLISHING PAYEES AND TRANSACTION LIMITATIONS

The Payee must be located in the United States. Each Payee accepted by Financial Partners will be added to your Authorized Payee list.

Prohibited Payees

Bill Payment may not be used to make payments to (and Payees should not be) tax authorities or government and collection agencies. Bill Payment may also not be used to make payments to security companies, such as Ameritrade for stock purchases or trade taxing authorities. Bill Payment may also not be used for Court directed payments, such as Alimony, child support, or other legal debts.

Financial Partners is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list. Financial Partners will not be responsible for any late fees, penalties, or losses that may be incurred for payments that are attempted to be made to any prohibited payees.

Transactions Available

You may use the Service to perform transactions including, but not limited to:

- a. Make a single payment to a Payee from your Account;
- b. Make recurring payments from your Account;
- c. View your payment history to see payments made over a specified time period;
- d. Add and manage Payees.

Limitations on Transactions

The following are limitations to the use of the Service:

- a. The maximum amount you may schedule for a single Bill Payment is \$20,000.
- b. The maximum daily amount you may send via the Services is \$20,000.
- c. Bill Payments can only be made from a checking account.

OUR AUTHORITY TO ACT

When the Service is linked to one or more joint accounts, we may act on verbal, written or electronic instructions of any authorized signer.

THE BILL PAYMENT PROCESS

Single Payments

A single payment will be processed on the business day (Monday through Friday, except federal holidays) that you designate as the payment's Withdrawal Date through Digital Banking, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 1:00 PM PST. A single payment submitted after the cut-off time on the designated Withdrawal Date will be processed on the following business day. If you designate a non-business day (weekends and federal holidays) as the payment's Withdrawal Date, the payment will be processed on the first business day following the designated Withdrawal Date.

Recurring Payments

When a recurring payment is processed, it is automatically rescheduled by the Bill Payment system. Based upon your selected frequency settings for the payment, a Withdrawal Date is calculated for the next occurrence of the payment. If the calculated Withdrawal Date is a non-business day (weekends and federal holidays), it is processed the first business date after the calculated Withdrawal Date.

Expedited Payments

Expedited Bill Payments will require Financial Partners to send a physical check to your Payee. The check amount will be debited from your Account ONCE the Payee deposits your check and your check clears your designated checking account. Please note there is a fee for this service. Please see the Fee Schedule for the applicable fee for this service.

IMPORTANT INFORMATION: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Withdrawal Date, then the last calendar day of that month is used as the calculated Withdrawal Date.

For Single and Recurring Payments, payments will be debited from your designated checking account as follows:

- a. YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE ACTUAL DUE DATE (not the late date and/or the grace period), for each Bill Payment to reach the Payee.
- b. Bill Payments will be debited from your Account on the date you designate your Withdrawal Date
- c. If that date falls on a weekend or federal holiday, your payment will be debited the next business day.
- d. Any Bill Payment can be changed or canceled, provided you access Bill Pay prior to the cut-off time (12 PM PST) on the business day prior to the business day the Bill Payment is scheduled to be initiated.
- e. You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to Financial Partners. Financial Partners reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient available funds in the Account and Financial Partners has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations, on demand. You further agree Financial Partners Credit Union, at its option, may charge any of your accounts to cover such payment obligations. Financial Partners reserves the right to change the cut-off time. You will receive notice prior to any changes made to the FPCU Bill Pay Service.

RIGHT TO STOP PREAUTHORIZED PAYMENT AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

- a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at 800.950.7328 or write to us at P.O. Box 7005, Downey CA 90241 in time for us to receive your request three (3) business days or more 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 fourteen (14) days after you call.
- b. Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO MAKE OR COMPLETE TRANSACTIONS

If Financial Partners does not complete a transaction on time or in the correct amount according to our Agreement with you, we shall be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, if:

- a. Circumstances beyond our control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
- b. Through no fault of ours, you do not have enough money in your Account (or sufficient collected funds) to make a transaction or you have exceeded the number of allowed transactions in accordance with Regulation D (refer to the Account Agreement);

- c. The funds in your Account are subject to an uncollected funds hold, legal process or other circumstances restricting such transaction or payment;
- d. The Service or electronic services system contemplated hereunder was not working properly and you knew about this breakdown when you started the transaction;
- e. FPCU made a timely payment but the Payee did not promptly credit your payment after receipt;
- f. Your Digital Banking password has been repeatedly entered incorrectly;
- g. You did not properly follow software or the Service instructions on how to make a Bill Payment;
- h. You or a third party (such as a merchant or the Automated Clearing House) did not give FPCU complete, correct and current instructions or information to process your Bill Payment request;
- i. You did not authorize the Bill Payment soon enough for the payment to be made, transmitted, received and credited by the Payee;
- j. Your Account is subject to a pledge or security agreement;
- k. Any loan that you have with FPCU is more than 30 days delinquent;
- l. Your personal computer, device and/or software malfunctioned for any reason;
- m. The payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure;
- n. We blocked the payment to protect the integrity or security of the system; or
- o. You fail to promptly notify FPCU after you learn that you have not received credit from a Payee for a Bill Payment.

There may be other exceptions not specifically mentioned above.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING

You must tell us AT ONCE if you believe your Digital Banking username and/or password has been lost or stolen or if you believe that an electronic funds transfer through Bill Payment has been made without permission using information from your check. Telephoning is the best way of keeping your possible losses down. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft line of credit). However, if you believe your Digital Banking username and/or password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50. If someone used your Digital Banking username and/or password or accounts without your permission, you may be required to submit a notarized affidavit of Unauthorized Transaction and file a police report to recover any loss of funds.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Digital Banking username and/or password and we can prove we could have stopped someone from using your Digital Banking username and/or password without your permission if we had told you, you could lose as much as \$500.

Also, if your statement shows payments or transfers that you did not make or authorize, contact us immediately. If you do not tell us within sixty (60) days after the statement was mailed to you, you may

not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you can document a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

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

If you believe your password has been lost or stolen or that someone will or may use it to transfer money from your account without your permission, or you believe a transfer has been made without your permission; you must telephone us at: **562.904.3000** or **800.950.7328**, or write us at:

**FINANCIAL PARTNERS CREDIT UNION
P.O. Box 7005
Downey, CA 90241**

BUSINESS DAY DISCLOSURE

Financial Partners' business days are Monday through Friday, except holidays. ATMs, Kiosk, POS terminals, Bank-By-Phone, Online Digital Banking and Mobile Digital Banking are generally open, but not always accessible, 24 hours a day, 7 days a week.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

Periodic Statement—You will receive a monthly statement (unless there are no transfers in a particular month), for the account(s) which you have accessed using the Service, which will show the calendar date that you initiated the transfer, the type of transfer and the account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account or transfers you make: (a) When it is necessary to complete an electronic transaction via the Service; (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 a government agency or Court order, or any legal process; or (d) If you give us written permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS—Telephone us at [insert telephone number] Write us at [insert address] [or email us at [insert email address]] as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer or payment listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, 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 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 will have the 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.

For errors involving new accounts, point-of-sale, or foreign- initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that 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.

YOUR LIABILITY

You are solely responsible for controlling the safekeeping of and access to, your login and password information to Digital Banking. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment.

ADDITIONAL LIMITATION ON OUR LIABILITY

Except as otherwise provided in this Agreement and the Account Rules or by law, Financial Partners is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Financial Partners' agent. In any event, as allowable under applicable law, Financial Partners will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Financial Partners has knowledge of the possibility of them.

Except as otherwise provided in this Agreement and the Account Rules or by law, you agree to indemnify and hold us harmless from any and all third party claims, liability, damages, expenses and costs (inclusive of attorney fees) caused by or arising from your use of the Service or your violation of this Agreement.

AMENDMENT AND TERMINATION

Financial Partners has the right to change this Agreement at any time by notice mailed or emailed to you at the current address or email address shown on the Account in Financial Partners' records, by posting an updated Agreement on Digital Banking, or as otherwise permitted by law. Continued use of the Service will constitute acceptance of any new or amended terms and conditions.

Financial Partners has the right to terminate this Agreement at any time. You may terminate this Agreement by calling us at 800.950.7328. Financial Partners is not responsible for any Bill Payment

made before Financial Partners has a reasonable opportunity to act on your termination notice. You remain obligated for any Bill Payments made by Financial Partners on your behalf.

BILL PAY SERVICE FEE

Except as otherwise stated herein, the fee for the Bill Paying Service is \$0.00 per month, for an unlimited number of monthly payments. Refer to the Financial Partners Credit Union Fee Schedule included, or received when you opened your account, for other fees including overdraft fees and NSF. Financial Partners reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill Payments are processed by Electronic Fund Transfers (EFT).

Additional Charges

Additional fees may apply for certain specialized transactions, such as expedited payments.

Other Fees and Charges

You are responsible for: any late payment, late fees, interest payments, and service fees charged by a Payee and for any overdraft, NSF or stop payment fees charged by Financial Partners as a result of your use of the Service.

GOVERNING LAW

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

ATTORNEY FEES

You agree to pay all of Financial Partners' costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

RESERVATION OF RIGHTS

Failure or delay by Financial Partners to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and Financial Partners expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in this Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with Financial Partners.

SEVERABILITY

If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ELECTRONIC SIGNATURE AGREEMENT

By selecting the "I Accept" button, you are signing the Agreements related to the Service electronically. By selecting "I Accept" you consent to be legally bound by this Agreement. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide FPCU instructions via the Service, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing.