Page 4

Card if You do not have adequate funds available in Your account, do not enter the correct PIN, exceed the daily withdrawal/purchase limit, or exceed the frequency of usage limitation. The receipt provided by the ATM or merchant terminal will notify You of the denial. There is a limit on the number of such denials permitted. Attempts to exceed the limit may result in ATM or merchant retention of Your Debit Card. The number of attempts that result in card retention is not revealed for security purposes.

#### 6. SERVICE ACCESS AND LIMITATIONS ON BILL PAYER SERVICE:

- The Bill Payer service will pay bills from Your Checking Share in the amount and on the date You request.
- For a payment that falls on a nonbusiness day, payments will be paid the previous business day.
- You may use Your Bill Payer service to pay up to 80 of Your fixed or variable bills each month.
- The maximum amount of any Bill Payer Transaction You make is \$20,000.
- The minimum amount of any Bill Payer Transaction is \$0.01.

#### 7. DIGITAL BANKING ACCESS:

For Digital Banking, You will use Your Username, Password, and/or PIN and potentially other device-specific enabled authentication capabilities. Once You've accessed Your account, You can:

- Determine account balances and Transaction history on all shares, including share certificates, loans;
- Transfer funds from any share to another share, from a share to a loan, and from a loan to a share;
- Request a withdrawal of funds from any share except IRA shares or share certificates;
- Make deposits to any eligible shares up to Your designated Limit in Digital Banking; and
- Transfer funds between Your Regular Savings shares and Checking Share, and Your non-PSECU Accounts by ACH transfer service.

#### 8. ELECTRONIC CHECK CONVERSION:

You may authorize a merchant or other payee to make a one-time electronic payment (i.e., each check) from Your Checking Share using information from Your check to pay for purchases or to pay bills. Refer to PSECU's Agreements and Disclosures, Section 2 - Checking Terms and Conditions, for more details at psecu.com/disclosures.

#### 9. FEES FOR ATM AND PREAUTHORIZED TRANSFERS:

- ATM Fees:
  - There is no PSECU fee for any withdrawal or inquiry You make at any PSECU or non-PSECU ATM, during Our monthly statement cycle. However, the ATM operator/owner may impose a fee for the use of their ATM if the ATM is out of PSECU's surcharge-free network. Visit **psecu.com/atms** to learn more.
- Any charges for Electronic Fund Transfers or for the right to make transfers: Currently We do not charge for initiation, receipt or right to make electronic fund transfers. However, We reserve the right to do so in the future and will provide notice 21 days before the effective date of the change.

**10. CONFIDENTIALITY - DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to a third party about Your account(s) or the transfers You make:

- When it is necessary to complete Transactions;
- To verify the existence and standing of Your account with Us upon request of a third party, such as a credit bureau;
- In accordance with Your written permission;
- To comply with government or administrative agency summons, subpoena or court order;
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; or
- When it is necessary to take legal action to recover shares

### 11. DOCUMENTATION OF TRANSFERS:

You can get a receipt at the time You make any transfer to or from Your account using one of Our ATMs.

**Preauthorized Credit** - If You have arranged to have direct deposits made to Your account at least once every 60 days from the same person or company, You can call Us at **800.237.7328** to find out whether or not the deposit has been made. Or access Your account 24 hours a day using Digital Banking.

**Periodic Statements** - You will get a monthly account statement unless there are no electronic fund transfers in a particular month. In any case, you will get the statement at least quarterly.

## 12. STOP PAYMENT RIGHTS - PREAUTHORIZED PAYMENTS:

Right to Stop Payment and Procedures for Doing So — If You have told Us in advance to make regular payments out of Your account, You can stop any of these payments. Here's how: Call Us at 800.237.7328 or write Us at: PSECU, P.O. Box 67013, Harrisburg, PA 17106-7013. We must receive Your request for stop payment at least one business day before the Payment Date. If You call, We may also require You to put Your request in writing and submit it to Us within 14 days after You call. PSECU will charge a fee for each stop payment order You give. See the Fee Schedule at psecu.com/disclosures.

**Notice of Varying Amounts** – If these regular payments vary in amount, the person You are going to pay will tell You, 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.

Liability for Failure to Stop Payment – If You order Us to stop one of these payments within the guidelines of the service and We do not do so, We will be liable for Your losses or damages unless We request and do not receive written confirmation of an oral stop payment within 14 days and the transfer takes place after 14 days, or You fail to give Us proper instructions and information that would enable Us to place the stop on the transfer.

# 13. SUMMARY OF THE FINANCIAL INSTITUTION'S FAILURE TO MAKE OR

STOP CERTAIN TRANSACTIONS: Liability for Failure to Make Transfers: If We fail to complete a transfer to or from Your account or in the correct amount according to Our agreement with You, We will be liable for the losses and damages caused by Our failure. However, there are some exceptions. We will not be liable in the following instances:

- If, through no fault of Ours, You do not have enough money in Your account to make the transfer;
- If the transfer would exceed the funds in Your account plus any credit limit on Your Overdraft Protection Transfer Service;
- If the ATM where You are making the transfer does not have enough cash;
- If the terminal or system was not working properly and You knew about the breakdown when You started the transfer;
- State or federal government laws or regulations would prohibit the Transaction;
- If circumstances beyond Our control (such as fire or flood) prevent the transfer, despite reasonable precautions that We have taken;
- If You have not properly followed the scheduling instructions on how to make a transfer or payment included in this agreement;
- If We have received incomplete or inaccurate information from You or a third party involving the account, transfer or payment;
- If the funds are subject to legal process;
- If We have reason to believe that the Transaction requested is unauthorized; or
- There may be other exceptions stated in our agreement with you.

# **PSECU** BILL PAYER TERMS AND CONDITIONS AND ELECTRONIC FUND TRANSFERS (REGULATION E) DISCLOSURES

## DEFINITIONS

"ATM" refers to any automated teller machines that are part of any network such as PLUS° and NYCE° that accepts Your card.

"Bill Payer" (BP) is the service that provides payments to third parties from Your designated checking account.

"Check Payee" is a merchant/individual/company accepting only paper check payments.

"Checking Share" refers to any share for which You may write a check or use a Debit card.

"Debit Card" refers to the Visa® Debit Card.

**"Due Date"** is the date the payment must reach Your account with the payee (or merchant) to avoid penalties.

"Digital Banking" means banking and other access to Your account from an Internet accessible device including but not limited to a mobile device, computer, or tablet.

"Electronic Payee" is a merchant/individual/company accepting only electronically transmitted payments.

"ET" refers to Eastern Standard Time or Eastern Daylight Time as applicable and hereinafter referred to as Eastern Time (ET).

**"Payment Date"** is the date You have scheduled any payment to be processed, mailed, or transmitted by Us. If the Payment Date is on a holiday or weekend, the disbursement will be mailed or transmitted on the last business day before the holiday or weekend. Business days are Mondays through Fridays, exclusive of Our designated holidays.

"Personal Identification Number" or "PIN" refers to the identification number that You select as your credentials in order to access Your account and/or use the ATM service associated with the Debit Card.

"Point-of-Sale (POS)" refers to any purchase of goods and services ("Purchase") that You make with Your Debit Card at any retail establishment ("Merchant") that requires a signature on a receipt or the key entry of a PIN to validate the Transaction.

**"Transaction" or "Transactions"** refer to each and all transfers, withdrawals, deposits, payments, items, presentments, fees, and other transactional activity made to or from Your accounts regardless of medium (e.g., paper check, ACH, or other electronic Transaction and including through the use of the Debit Card or ATM). Where applicable throughout these terms and conditions, Debit Card purchases and ATM withdrawals have been specifically excluded in the use of the term Transaction.

"You", "Your" or "Yourself" refers to applicant, member, joint owner, and accountholder as applicable.

"We", "Us", "Our" or "Ours" refers to Pennsylvania State Employees Credit Union (PSECU).

## **BILL PAYER TERMS AND CONDITIONS**

- ESTABLISHING BILL PAYER SERVICE You must have an eligible relationship to a Checking Share to establish the Bill Payer Service. Additionally, all loans must be current and a minimum \$5 share balance must be maintained in Your Regular Savings Share of the account where the service is being established. All Bill Payer Transactions are processed (electronic transmission or check printed and mailed) from Your Checking Share. You may apply for the service either by activating the service online or by paper application. If You submit a paper application, You will be notified when Your application is approved. If We must decline Your application, We will notify You. Bill Payer payments will be made only to Payees designated by You and approved by Us. Payees will be considered approved by Us when they become available on the Master Payee Listing in Digital Banking, or when added to Your personal account if You are using a paper application. You authorize Us to send remittances to the Payees You list using Digital Banking, on the Bill Payer application or amendments. In exchange for receiving the Bill Payer service, You agree to be responsible for the following: • Assuring accuracy of the information provided; • Verifying that payment information is correct before allowing the Transaction to occur: • Reporting any discrepancies to Us immediately upon discovery; • Allowing sufficient time for processing any modification of information; • Verifying with Payees that the Bill Payer service is appropriate for payment. Note: the service does not use payment coupons; • Resolving any overpayment, late payment, missed or nonreceipt of a payment, or charges assessed by Payees; Funding Your account sufficiently, including overdraft options, so that payments may be satisfactorily completed; and • Allowing sufficient processing time when scheduling payments. We recommend sending check payments 5-10 days before Due Dates and electronic payments at least three business days before Due Dates. Payments will be Your sole responsibility, if delayed or improperly processed or credited. Payment Instructions - You may use Our Bill Payer service to authorize recurring and non-recurring bills. A recurring bill is for a fixed amount sent on a specific frequency (weekly, biweekly, monthly, quarterly, or annually). A non-recurring bill or "on demand" must be scheduled each time You want the Bill Payer payment made. You may have up to 80 active bills assigned to Your account at any one time. These bills will be primarily identified by a 1 to 80 numbering system assigned automatically by Us. You may schedule payments by one of two methods: (1) Digital Banking or (2) paper amendment. After We receive Your payment instructions, the Bill Payer system will make Your payment by transmitting funds electronically to an Electronic Payee or by preparing a check from your Checking Share and mailing it to a Check Payee. We will tell You how payments will be made (whether by check or electronically). We reserve the right to change these payee types from time to time and as necessary.
  - **Payment Scheduling** Bill Payer creates and sends payments on business days only. Payments scheduled on non-business days will be sent on the last business day before the Payment Date. You must set payment instructions, using Digital Banking, no later than midnight, ET, one business day before the Payment Date. Paper amendments must be received by Us by 2:00 P.M. ET of the business day before the Payment Date. Sufficient processing time should be allowed. Any payment instruction received after midnight may be considered received on the next business day.

Page 2

Restrictions - Violation of these rules may result in termination of the Bill Payer service We have provided to You.

- A PSECU loan or Visa<sup>®</sup> account may not be paid using the Bill Payer service.
- You may not use Bill Payer to send checks to Your address of record or for deposit into the same account from which the payment was deducted.
- You may not intentionally supply invalid Payee information.
- You must use the remittance information supplied to You by the Payee via their billing statements or under their specific direction.
- You may only transmit payments to payees located in the United States.

We reserve the right to direct You to a pre-established Payee if the address You requested is already listed in a similar format or the Payee has requested the use of a different address. We reserve the right to refuse to pay certain payees and to refuse to honor payment requests that appear to Us to be fraudulent, erroneous, or for illegal purposes.

Any financial service provided by Us may be used for any Transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default or breach of contract. Use of any financial service in a manner not permitted by law may cause that service or related services to be terminated at Our discretion. You further agree, should illegal use occur, to waive any right to sue Us for such illegal use or any activity directly or indirectly related to it. Additionally, You agree to indemnify and hold Us harmless from any lawsuits or other legal action or liability directly or indirectly, resulting from such illegal use. We reserve the right to decline any Transaction that We consider fraudulent, suspicious, or illegal. We will not knowingly authorize charges related to unlawful internet gambling. It is a federal crime to willfully or negligently provide incomplete or incorrect information on requests made to state-chartered credit unions insured by the National Credit Union Administration. We strongly suggest You do not use the Bill Payer service to pay taxes or make court-ordered payments.

Account and Payment Authorization - You authorize Us to debit Your PSECU Checking Share on the date the payment is transmitted to an Electronic Payee. You authorize the payment of checks issued to a Check Payee and drawn on Your Checking Share to be debited the day the check is presented to PSECU for payment. We may pay these items in any order that We decide. You must have enough money in Your designated Checking share to complete the payment.

Overdrafts - Overdraft Protection Transfer Service options and Courtesy Pay with Bill Payer depend on the method of payment, (i.e., paper check payment or electronic payment):

Paper Check - Funds must be available in Your Checking Share each time the Payee presents the Transaction for payment. Merchants or payees may present a check (including a Bill Payer Check) or ACH Transaction multiple times for payment if the initial or subsequent presentment is returned unpaid. Each presentment for payment is a separate and unique Transaction and if there are no available funds in the Checking Share to cover the Transaction and no funds are available to transfer according to the Overdraft Protection Transfer Service options, and the Courtesy Pay limit has been reached or eligibility criteria are not met, the Transaction will be returned unpaid.

Electronic Payment - Funds must be available in Your Checking Share at the time Your payment is sent. If sufficient funds are not available after the Overdraft Protection Transfer Service source accounts have been exhausted, Your payment will not be sent and is considered a returned item. Courtesy Pay does not cover this Transaction type.

Canceling a Bill Paver Transaction Before It Happens - You may request to cancel a Bill Payer Transaction by using Digital Banking or by completing a paper amendment form. To cancel a payment, Your request must be received by Us at least one business day before the Payment Date. Please refer to the section on Payment Instruction & Scheduling for appropriate time frames.

If You use Digital Banking You must effect the change by changing the date of the payment, removing the amount of a payment (for on demand bills only), or deleting the payment record entirely no later than midnight, ET, one business day before the Payment Date will stop the Bill Payer process for that item. Paper amendments can be mailed to PSECU, P.O. Box 67013, Harrisburg, PA 17106-7013. Faxes may be sent to 717.720.1197. Written notifications must be received by 2:00 P.M. ET, one business day before the payment date, Monday through Friday (excluding holidays), to be in effect before the next Bill Payer transmission.

Payment in Error - If You have scheduled a payment in error or have supplied erroneous remittance information and We have processed the electronic item, or the processed check has cleared, You will need to contact the Payee. If the paper check has not yet cleared, You may place a stop payment on the item by contacting Us. Stop payment fees will be imposed as per Our current Fee Schedule.

**Payment Disputes** - If the Payee is disputing payment, please verify the check has cleared or that the electronic payment has processed within Your PSECU account. You may verify Your account via Digital Banking, or by speaking to a Member Service Representative.

We are only responsible for exercising reasonable care in processing and sending payments upon Your authorization in accordance with these terms and conditions. We will not be liable in any way for damages You incur, including but not limited to the following circumstances:

- If You do not have sufficient funds in Your Checking Share or in Your designated overdraft protection source accounts to make the payment on the "Payment Date":
- If You do not verify and validate payment amounts or payment dates for accuracy and send incorrect payment amounts on incorrect dates;
- If delays occur in mail delivery or if the item is not received;
- If changes to the Payee's address or account number have occurred and You did not advise Us within the appropriate time frames (Refer to the Payment Instructions & Scheduling Section of the terms and conditions);
- If the payee fails to correctly account for or credit the payment in a timely manner; or
- If any other circumstances beyond Our control occur.

For electronic items that cannot be posted by the Payee due to erroneous information, the Payee is obligated to return the item to Us or in some cases to You directly. We are not liable for late fees, stop payment fees, finance charges, or negative impact on credit reporting instruments assessed or used by Payees due to late or non-receipt of payments.

We do not guarantee prompt receipt or crediting of payments by Payees. You agree that We have no liability for any damages, expenses, charges, or liabilities that You may incur as a result of any failure or delay on the part of the Postal Service in delivering any payment or on the part of any Payee in crediting the payment. You agree that We have no responsibility or liability for any act or omission, other than the liability imposed on Us by law.

Changes & Termination of Service - We reserve the right to restrict the types of Payees to whom payments may be made using the Bill Payer service. We may withdraw approval of any Payee at any time at Our sole discretion. We reserve the right to change the payment method to a Payee as conditions dictate and any changes will be reflected through Digital Banking.

We reserve the right to discontinue providing the Bill Payer service to You at Our discretion. If the service is suspended by Us, generally, there is a one (1) year waiting period before You may reapply.

For system integrity and efficiency. We will remove from member accounts payment records that have not produced a payment within the last 14 months or more. We will also routinely remove unused Payees from the Bill Payer service in general.

All terms and conditions of the Bill Payer service, including any Fee Schedule, are subject to change at any time. We will announce all changes as required by law or regulation. Any changes to these terms and conditions required by law are effective as of the date established by the relevant law.

#### Types of Available Transfers and Limitations on Transfers

- The Bill Payer Service will pay bills from Your Checking Share in the am and on the date You request.
- You may use Your Bill Payer Service to pay up to 80 of Your fixed or on-der bills each month.
- The maximum amount of any Bill Payer Transaction is \$20,000.
- The minimum amount of any Bill Payer Transaction is \$0.01.

Any Charges for Electronic Fund Transfers or for the Right to Make Transfe Currently We do not charge for Our Bill Payer service. However, We reserve the to do so in the future and will provide notice 21 days before the effective dat the change

#### Stop Payment Rights - Preauthorized Transfers

Right to Stop Payment and Procedures for Doing So - If You have told Us in adv to make regular payments out of Your account, You can stop any of these payme You can stop Bill Payer payments in Digital Banking, or by faxing Your request to PS Bill Payer Services 717.720.1197 or by writing to Us at: PSECU, Bill Payer Services P. O. Box 67013, Harrisburg, PA 17106- 7013. We must receive Your reques stop payment at least three business days before the Payment Date.

Review Your Bill Payer Listing (if You requested a paper copy) - Be sure to verify accuracy of all information on the listing. If you choose to print this form from Di Banking, keep this listing in a secure place as it contains confidential information concerning Your Payee accounts.

## **ELECTRONIC FUND TRANSFERS (REGULATION** DISCLOSURES

For Debit Card, Bill Payer Service, and Telephone Banking

#### ERROR RESOLUTION DISCLOSURE:

In case of errors or questions about Your electronic transfers, telephone L 800.237.7328 or write Us at: PSECU, P.O. Box 67013, Harrisburg, PA 17106-7 as soon as You can if You think Your statement or receipt is wrong or if You need information about a transfer listed on the statement or receipt. We must hear You no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

- (1) Tell Us Your name and account number (if any).
- (2) 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.
- (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 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 reserve the right to reduce these daily limits at any time. In the event that Your We may take up to 90 days to investigate Your complaint or question. For new daily limit is less than the amount disclosed above, or reduced from that amount, accounts, We may take up to 20 business days to credit Your account for the amount We will advise You of the new limitations. For security purposes, there are also You think is in error. certain daily limitations on the frequency of use of the Debit Card. However, these limitations are not revealed for security reasons. We are not obligated to maintain We will tell You the results within three business days after completing Our investigation. such limitations. The day for withdrawal and purchase limits starts at midnight each If We decide that there was no error, We will send You a written explanation. You day (ET) and ends at midnight (ET) the next day. You will be denied use of Your Debit

may ask for copies of the documents that We used in Our investigation.

	1. SUMMARY OF CONSUMER LIABILITY:
nount	Tell Us at once if You believe Your PSECU Debit Card or Personal Identification Number (PIN) has been lost or stolen, or if You believe that an electronic fund transfer has
mand	been made without Your permission using information from Your check. Telephoning is the best way of keeping Your possible losses down. You could lose all of Your money in Your account plus Your maximum overdraft line of credit. If You tell Us within two (2) business days after You learn of the loss or theft of Your Debit Card or PIN, You can lose no more than \$50 if someone used Your Debit Card or PIN without Your permission.
fers -	···· · · · · · · · · · · · · · · · · ·
eright ate of	If You do NOT tell Us within two business days after You learn of the loss or theft of Your PSECU Debit Card or PIN, and We can prove We could have stopped someone from using Your PSECU Debit Card or PIN without Your permission if You had told Us, You could lose as much as \$500.
vance nents. PSECU rvice, est for	Also, if Your statement shows transfers that You did not make, including those made by Debit Card or PIN or other means, tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time. If a good reason kept You from telling Us, We may extend the time periods.
fy the Digital	2. TELEPHONE NUMBER AND ADDRESS TO NOTIFY PSECU OF UNAUTHORIZED TRANSFERS:
nation	If You believe Your PSECU Debit Card or PIN has been lost or stolen, call Us at 800.237.7328. TDD - 800.472.1967 nationwide. You may also write PSECU at P. O. Box 67013, Harrisburg, PA 17106-7013.
IE)	You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.
Us at	PSECU Call Center Hours: Monday - Friday 8:00 A.M 6:00 P.M. ET Saturday 9:00 A.M 4:00 P.M. ET
<b>7013</b> more from	<b>3. FINANCIAL INSTITUTION'S BUSINESS DAYS:</b> For purposes of these disclosures, Our business days are Monday through Friday, holidays are not included.

## 4. ACCOUNT ACCESS:

DEBIT CARD - You may use Your Debit Card and PIN to:

- Withdraw cash from Your Regular Savings Share and/or Your Checking Share.
- Deposit funds to Your Regular Savings Share and/or Checking Share. Refer to PSECU's Agreements and Disclosures, Section 9 - Funds Availability Policy, for more details at psecu.com/disclosures.
- Determine account balances and transfer funds between Your Regular Savings Share and Checking Share.
- Pay for purchases at places that have agreed to accept the card and/ or PIN. Point-of-Sale (POS) Transactions.
- Pay bills directly by telephone or Digital Banking from Your Checking Share in the amounts and on the days You request. Some of these services may not be available at all terminals.

## 5. LIMITATIONS ON THE USE OF YOUR DEBIT CARD:

- Debit Card Withdrawals and Purchases
- \$500 ATM limit (for ATM withdrawals)
- \$2500 Purchase Limit (for debit/ Point-of-Sale or credit signature-based purchases from merchants)