



**BANKING – THE DCU WAY**

**TRUTH-IN-SAVINGS DISCLOSURE  
AND  
ACCOUNT AGREEMENTS  
INCLUDES FUNDS AVAILABILITY  
and PRIVACY POLICIES  
for Consumers**

*January 2019*

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**IMPORTANT DOCUMENTS**

**YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE IN WHICH CASE THIS DISCLOSURE WILL BE UPDATED. EXPRESS NOTICE WILL BE GIVEN FOR CHANGES WHEN REQUIRED HOWEVER IT REMAINS YOUR RESPONSIBILITY TO REVIEW THIS DISCLOSURE FROM TIME TO TIME.**

**RECEIPT OF COPY**

**I acknowledge receipt of a copy of  
this Disclosure and Agreements.**

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## Table of Contents

<b>PART I.</b>	
Payment of Dividends and Specific Account Conditions	Page 3
<b>PART II. TERMS AND CONDITIONS</b>	
<i>Terms and Conditions Applicable to:</i>	
All Accounts	7
Individual and Joint Accounts	15
Totten Accounts	17
Custodial Accounts	17
Fiduciary Accounts	18
Benevolent Fund Accounts	18
Checking Accounts	19
Term Share Certificate Accounts	23
Trust Accounts	24
Individual Retirement Accounts	24
Business Accounts	25
<b>PART III.</b>	
Instructions for IRS Form W-9	26
<b>PART IV. FUNDS AVAILABILITY</b>	
A. Disclosure of Funds Availability Policy for all Accounts	30
B. Special Notice Regarding Endorsement Standards	33
<b>PART V. PRIVACY POLICY</b>	
34	
<b>PART VI. LIMITATION OF SERVICES</b>	
38	
Schedule of Fees and Service Charges	Insert

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## TRUTH-IN-SAVINGS DISCLOSURE AND ACCOUNT AGREEMENTS

In the following Agreement(s) and Disclosures, unless otherwise noted, the words “I,” “me,” “mine,” “my,” “us,” “they,” “their,” and “our” mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a membership/account application form for each respective account, and understand the terms signature, application, and form include those provided on paper or electronically. The words “you,” “your,” and “yours” mean Digital Federal Credit Union (DCU).

### I. PAYMENT OF DIVIDENDS AND SPECIFIC ACCOUNT CONDITIONS

**Dividends:** The frequency and conditions upon which dividends are paid on all dividend-bearing accounts are in accordance with the Federal Credit Union Act, the Truth-in-Savings Act, and applicable Regulations. Dividend rate changes are within your discretion and are subject to change weekly. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend declaration date follows the ending date of a dividend period.

For all dividend-bearing accounts, including Term Share Certificate Accounts, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this pattern. For all dividend-bearing accounts, excluding Primary Savings Accounts, dividends will be compounded daily and posted at the end of each calendar month. Dividends on Primary Savings accounts will be calculated using simple interest, compounded and posted at the end of each calendar month. All cash and non-cash items deposited to my account will begin accruing dividends as of the business day of deposit.

If any of my accounts are closed, except my Term Share Certificate Account, before dividends are posted, I will not receive dividends accrued during that dividend period. If I prematurely close or withdraw funds from my Term Share Certificate Account before dividends are posted, I will receive dividends accrued through the date of such withdrawal minus penalties if applicable.

For a specific dividend rate(s) for each type of dividend-bearing account, I will refer to your rate information available to me by logging on to your web site at [dcu.org](http://dcu.org), or by calling your Information Center at 800.328.8797, which is incorporated by this reference.

The Annual Percentage Yield Earned (APYE) on my statement reflects the total amount of dividends actually earned for the statement period based on the average daily balance in the account. The APYE is affected by deposits and withdrawals made during the statement period.

**Balance Computation Method:** Unless otherwise noted (See Primary Savings Account below), dividends are calculated using

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the daily balance method, which applies a daily periodic rate to the balance in the account each day, provided minimum balance requirements, if applicable, are met.

**Reporting for Reserves:** For regulatory reporting purposes, DCU Checking Accounts may be structured into checking and savings sub-accounts. Depending on the daily activity of my actual checking account, funds may in theory be distributed differently between the two sub-accounts as needed. This will allow DCU to substantially lower its reserve requirement balance at the Federal Reserve Bank (FRB) and increase the amount of funds available for loans and investments, increasing its ability to serve its members. This process will not be reflected on my account statement as it is a combined balance reporting only and will not identify or impact any individual account. It will have no effect on checks clearing, available balances, dividend earnings if applicable, NCUA insurance, periodic statements or any other account feature.

**Electronic Services:** I agree to the terms and conditions of DCU's *Electronic Services Disclosure and Agreements*, which I also received a copy of, and understand this Disclosure pertains to all electronic services you offer. This includes but is not limited to your audio response and home banking systems which are both made available to me upon opening my membership and applying for a Personal Identification Number (see below) which you will automatically generate and mail to the prime member's address of record.

**DELIVERY OF COMMUNICATIONS:** I understand there are disclosures, periodic statements, and other communications that DCU is required to or may make. Depending on the delivery method I have agreed to, you will consider such communications to have been "mailed" or "delivered" when you have sent me email notification, to an email address I have provided, that the communication is ready; when you have conveyed the communication to the US Post Office or other generally accepted courier, addressed to the Prime Owner of the account at the address you have on record; or on such date/at such time as you previously disclosed to me such communication would be available in the location at which I agreed to receive it. I understand however, there are certain communications that by their nature must be conveyed through the US Post Office (i.e. DCU debit and credit cards I have applied for), or that would be more effective if delivered electronically and agree to review all DCU related communications in a timely manner.

**PERSONAL IDENTIFICATION NUMBER (PIN):** I understand that I will receive from you a Personal Identification Number (PIN) once my Membership has been opened. I understand that this PIN, once authenticated, will assist me in requesting and/or performing certain electronic transactions and that my use of the PIN, with or without an additional access device, constitutes my agreement that any transaction performed with the use of the

PIN is binding. Consequently I understand that the safekeeping of my PIN is extremely important and that you strongly advise I memorize my PIN and destroy or secure any written record.

**PRIMARY SAVINGS ACCOUNT:** Dividends are paid on entire balance, will be calculated using simple interest, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound monthly. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to open and maintain current status and membership is \$5.00.

**NOTE:** This is your core account that, when properly funded, determines Membership. Each Member is entitled to one Primary Savings Account. In the alternative, a "Savings Account" will serve as the core account on any subsequent memberships justifiably opened using the same Social Security Number or Individual Tax Identification Number regardless of the terminology that may appear on the Membership Application or during the Application process. All Account CONDITIONS as stated within this Disclosure apply except that dividends will compound daily. Voting rights exist with Primary Savings Accounts only. Unless otherwise noted, throughout this Disclosure, the term "Savings Account", when appearing alone and initial capped, refers to both the "Primary Savings Account" and "Savings Account(s)" as applicable.

**CHECKING ACCOUNTS:**

**Free Checking:** Non-dividend bearing. Conditions: The minimum balance required to maintain current status is \$0.01.

**Dividend Checking:** Dividends are paid on the entire balance and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum daily balance required to avoid a monthly fee is \$2,500. The minimum balance required to maintain current status is \$0.01.

**HSA CHECKING ACCOUNT:** Dividends are paid on entire balance, are calculated using the highest applicable dividend rate, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to maintain current status is \$0.01. (See also separate HSA DISCLOSURE STATEMENT)

**HOLIDAY CLUB SAVINGS ACCOUNT:** Dividends are paid on entire balance and are posted at the end of each calendar month.

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Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to maintain current status is \$0.01; however, I must automatically transfer (from my Savings or Checking Account) no less than \$20 monthly. I understand that if I choose to transfer from my Savings Account (1), this will be counted as a Regulation D Transaction (see II. 2, page 7). The balance will be transferred to my Savings Account (1) each September after dividends have been posted.

**MONEY MARKET SAVINGS ACCOUNT:** Dividends are paid on entire balance for each day I maintain a \$1,000 balance or more, are calculated using the highest applicable dividend rate, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to earn dividends is \$1,000. The minimum balance required to maintain current status is \$0.01. (See section entitled “Terms and Conditions Applicable to all Checking Accounts” for additional terms and conditions as they apply to checks.)

**LTD SAVINGS ACCOUNT:** Dividends are paid on entire balance for each day I maintain a \$25,000 balance or more, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to earn dividends is \$25,000. The minimum balance required to maintain current status is \$0.01. One free withdrawal allowed each month. Each additional withdrawal will be assessed a fee as disclosed in your *Schedule of Fees and Service Charges*.

**MEMBER DESCRIBED SAVINGS ACCOUNT:** Dividends are paid on entire balance for each day I maintain a \$100 balance or more, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to open is \$100. The minimum balance to maintain current status is \$0.01.

**TERM SHARE CERTIFICATE ACCOUNT:** Your Term Share Certificate Account is called a Certificate *See separate Certificate Disclosure and Agreement*.

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## INDIVIDUAL RETIREMENT ACCOUNT (IRA):

*See section entitled “Terms and Conditions Applicable to Individual Retirement Accounts” for additional terms and conditions, along with separate IRA Plan Agreement and Disclosure.*

I agree to the terms and conditions of DCU’s *Overdraft Payment Service Disclosure*, of which I received a copy, and understand that the terms and conditions of the *Overdraft Payment Service Disclosure* shall apply to overdrafts on my DCU accounts.

I agree to the terms and conditions of DCU’s *Limitation of Services Disclosure*, of which I received a copy, and understand that the terms and conditions of the *Limitation of Services Disclosure* shall apply to my DCU accounts.

The amount and additional conditions regarding any fees may be found in your *Schedule of Fees and Service Charges*.

## II. TERMS AND CONDITIONS

### TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. In order to join DCU, I, the prime member must be a US resident and 1) work for, belong to, or have retired from one of the companies, organizations, or associations in your field of membership; 2) live, work, worship, or attend school in one of the communities in your field of membership; or 3) be the spouse, domestic partner, child, grandchild, parent, grandparent, or sibling (including adoptive, in-law, and step relationships) of a current DCU member or a non-member who qualifies for membership as described in (1) above. I must also have a valid, verifiable Tax Identification Number (Social Security Number, if I am a US citizen, or Individual Taxpayer Identification Number). Further, I must be and remain a member in good standing to maintain my account(s), and continue to be eligible for other products and services that you offer. The par value of a share in this Credit Union is \$5.00. If I fail to complete payment of one (1) share upon my admission to membership or within six (6) months from the increase in the par value of shares, or if I reduce my Savings Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, I may be terminated from membership at the end of a dividend period.
  2. All accounts (except Checking Accounts) are not transferable except as defined in 12 CFR, Part 204. Except as specifically provided, no more than six (6) pre-authorized, telephone, automatic, or check withdrawals or transfers in any combination are permitted in any calendar month from any savings account.
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3. Your delay in enforcing any of the terms and conditions of this Agreement shall not prohibit you from enforcing such terms and conditions at a later date.
  4. You reserve the right, upon 30 days written notice, to change any provision of this Agreement. You also reserve the right to establish from time to time rules and regulations concerning any account which will be available for inspection upon request.
  5. You may endorse items or drafts payable to me that you receive for deposit to my account. If I have chosen to use a facsimile or rubber stamped "signature" to represent my legal and binding endorsement on items I am depositing to any DCU account on which I am named as an owner, you may but are not required to rely on such endorsement in good faith and in doing so are removed from any and all liability for any loss resulting from the improper or negligent use of such stamp or other device.
  6. You are not responsible for items lost while not in your possession.
  7. I shall exercise reasonable promptness in examining my statements and immediately notify you of any payment not authorized including, but not limited to, alteration of an item or an unauthorized signature. If I fail to uphold these duties, I will be precluded from asserting my unauthorized signature or any alteration if the Credit Union either proves it suffered a loss because of my failure, or pays on another item presented by the same wrongdoer if the payment was made before I properly notified the Credit Union. Notification must be given within 60 days of my having received the statement. If I fail to uphold my duties, but yet I can prove that you failed to exercise ordinary care in the payment of the relevant items, the above preclusion will not apply and the loss will be allocated between you and me to the extent our respective action contributed to the loss. If I failed to examine my statement and report any unauthorized item within one (1) year after my statement has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
  8. You or I may terminate an account(s) at any time. I understand, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. In addition, if you receive written notice from any owner that withdrawals, in accordance with the terms

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of the account, should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one (1) owner and there is a conflict among us, you may require the signatures of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon.

9. If you suspect any irregular, unlawful, unauthorized, or otherwise improper activity involving any of my DCU accounts, you may place a hold on any and all of my accounts pending an investigation of the suspected activities ("Freeze"). Improper activity includes, without limitation, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of "Regulation CC" hold periods and/or "interest float" to your detriment. If you place a Freeze on any of my DCU accounts, you will give me any notice required by law. Subject to applicable law, you may close any and all of my accounts and terminate individual products and services if you find that I engaged in any irregular, unlawful, unauthorized, or otherwise improper activity on any of my DCU accounts.
10. In accordance with the Federal Credit Union Act DCU may impress and enforce a lien upon my shares and dividends. I realize that this lien is enforceable at your discretion, and includes any obligation that I have or may have with you.
11. I, the prime member on the account, understand that I am required to have a joint owner of legal age listed on my DCU savings account(s) until age 12 and on my DCU Checking Account(s) until age 17. Further, I must be at least 12 years of age to open a DCU checking account or receive an ATM Card and at least 17 years of age to receive a DCU Check Card.
12. If my Savings Account balance falls below the required \$5.00, you may transfer the difference from any other account I have with you. In the event that there are no available funds to transfer, you reserve the right to close such membership after a period of six (6) months.
13. I understand that if any other savings account I have with you, besides my Savings Account (1), currently has a zero balance and has been inactive for a period of six(6) months or longer (inactive meaning without any member initiated activity such as a deposit or transfer), you may close the account at your discretion.

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14. You may recognize the signature of anyone who signed a membership/account application form as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and the membership/account application form shall be valid and discharge you from liability.
  15. The Board of Directors is authorized to request me to give up to 60 days written notice of my intention to withdraw funds from any account except checking accounts.
  16. Ownership for the Savings Account and all sub-accounts shall be established and determined by the most recent membership/account application form or other document(s) evidencing such account(s). A different form of ownership may be established by executing an additional application form(s) or change of ownership form(s). The word "owner(s)" means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

Owner(s) agrees that any and all sums heretofore or hereafter paid in to the account shall be subject to withdrawal or receipt of any owner and any such payment shall be valid and discharge you from any liability.

17. I, the prime member, certify that the contact information I have provided to open my membership is accurate and agree to notify you promptly of a change to any of my contact information (e.g. residential or mailing address, phone number, email address). I may notify you by calling 800-328-8797, in person at your office, via your website at dcu.org, or by sending a written and signed notice to:  
**Digital Federal Credit Union**  
**220 Donald Lynch Blvd., PO Box 9130**  
**Marlborough, MA 01752-9130**  
**Attn: Account Services.**

In the event that I fail to keep my contact information current; a charge may be made to my account for the actual cost you incur in attempting to determine how to contact me with the assistance of a locator service

18. I expressly consent to receive calls and text messages using automated dialing or similar devices, or using a prerecorded or artificial voice, from you at any telephone number (including a cellular or mobile telephone number) that I

have provided, will provide to you in the future, or that you have otherwise obtained. You may place such calls and text messages to: (i) notify me regarding any account I maintain with you or any service or financial product I obtain from you; (ii) troubleshoot problems with any account, service, or other financial product; (iii) resolve a dispute; (iv) collect a debt; (v) poll my opinions through surveys or questionnaires; (vi) contact me with offers and promotions; (vii) service my account or enforce my agreements with you; or (viii) otherwise in accordance with your policies or as required or permitted by applicable law or by any other contract you may have with me. I understand that I may incur telephone minute and text message charges from my cellular service provider when you call and text me.

You may share my telephone numbers (including cellular or mobile telephone numbers) with service providers who assist you in administering services, pursuing your rights or performing your obligations under my agreements with you or your policies, or as required or permitted by applicable law or by any other contract I may have with you. For example, you may share my telephone numbers with your fraud monitoring service, which helps provide protection against potential fraud. I agree these service providers may also contact me via calls and text messages using automated dialing or similar devices, or using a prerecorded or artificial voice, but they may do so only as authorized by DCU, and not for their own purposes.

I understand that I may revoke my consent to be called or texted as described in these paragraphs by calling you at 800-328-8797, by speaking to a customer service representative in person at your office, or by sending a written and signed notice to:

**Digital Federal Credit Union**  
**220 Donald Lynch Blvd., PO Box 9130**  
**Marlborough, MA 01752-9130**  
**Attn: Account Services – Revocation of Consent to Call/Text**

**IMPORTANT: Certain services and financial products can be offered only if we have consent to call or text you. At our sole discretion, we may close your account or terminate individual products or services if you revoke your consent to be called or texted.**

19. All non-cash payments shall be credited to my account on the business day of deposit. My right to withdraw the funds represented by certain checks, sharedrafts, or other items I

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deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union's "Disclosure of Funds Availability Policy," found in Section IV of this Agreement, for further details. I understand that the availability of the funds deposited in my DCU account does not necessarily mean the deposited item has in fact cleared the account against which it was drawn and that to confirm this I must contact the paying bank. If any item I cash or deposit with you is returned unpaid by the paying bank, you may debit from my account both the amount of the item and the applicable fee as listed in your *Schedule of Fees and Service Charges*.

20. I understand that critical information from any check I deposit with you as well as any check drawn against my DCU account may be transmitted electronically. Further I understand that the original check may then be converted to a Substitute Check, and that this will be the legal equivalent of the original check written in accordance with the Check Clearing for the 21st Century Act (Check 21). In the event I receive a Substitute Check, I understand I may have certain rights. To learn more about these rights I will see your Check 21 Disclosure.
21. All accounts are subject to your Schedule of Fees and Service Charges. You shall debit such charges against any account I own, except my IRA. If there are insufficient funds available in my accounts to pay the charges, such charges will be payable immediately.
22. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the check caused by me or a prior endorser.
23. Commonwealth of Massachusetts law states that financial assets that remain inactive for a period of three (3) years are considered unclaimed or abandoned property. What this means is that if I have not done one of the following during that period of time, these assets must be turned over to the state:
  - a. Increased or decreased the amount of the account or presented an appropriate record for crediting of interest or dividends; or
  - b. Corresponded in writing with you concerning the membership; or
  - c. Otherwise indicated an interest in the account as evidenced by a memorandum on file with you.

Assets owned by individuals in states with which

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Massachusetts does not have a reciprocity agreement will be handled in accordance with that state's unclaimed or abandoned property laws.

24. You reserve the right to require that withdrawals made from my savings accounts be made in minimum amounts as set forth from time to time by Board policy. If my account balance is less than a minimum withdrawal amount, then I understand that my withdrawal must be equal to the full account balance.
25. You may, but are not obligated to, transfer funds from my savings accounts or loan accounts by my written or oral request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or there is a sufficient available balance at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your "business days."
26. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
27. You agree to retain, and furnish to me if requested, copies of certain records pertaining to my account and that these records will be available to me for the time frame required by law. I agree to pay applicable fees as listed in your *Schedule of Fees and Service Charges* for these copies.
28. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. (For additional information on this requirement, please read "INSTRUCTIONS TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9)." These instructions are found in Section III of this Agreement.)

Federal law requires that you obtain, verify and record information that identifies each person opening or having access to a DCU Account. I understand that you will ask for my legal name, residential address, Social Security Number or Individual Taxpayer Identification Number, phone number and date of birth and that you will require I provide identification through whatever method you deem appropriate.

29. In the event that a teller's check, treasurer's check, or certified check is lost or stolen, I may execute and deliver to
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- you a written *Declaration of Loss*. I agree to indemnify you for any claim, loss, or costs arising from your attempts to honor, or honoring of, my Declaration. I understand that the *Declaration of Loss* is not enforceable until the later of the time the claim is asserted by me or the 90th day following the date of the teller's or treasurer's check or the 90th day following the date of acceptance of the certified check.
30. If I give you a payment order (e.g. wire transfer request) which identifies an intermediary or beneficiary's bank by both name and identifying number, for example a routing number, you may rely on the identifying number as the proper identification even if it identifies a bank other than that which I have specified. If I give you a payment order which identifies a beneficiary by both name and identifying number, for example an account number, you may rely on the identifying number as the proper identification even if it identifies a person other than that which I have specified.
  31. In general transactions will be processed against my account in the following order:
    - A. You will attempt to clear checks (share drafts) drawn against my account on the day you receive them and in ascending order by dollar amount (lowest to highest)
    - B. Other withdrawals are posted in chronological order based on when you receive them. This may include ACH items, debit or credit withdrawals, and other electronic funds transfers.
  32. I understand that I may receive electronically transferred debits (when previously authorized by me) and credits to my account through a number of payment order methods (e.g. wire transfer or ACH transfer. ACH is a funds transfer system governed by the ACH Rules of the National Automated Clearing House Association (NACHA)) and agree that you are not required to notify me at the time the funds are received or withdrawn. Instead, the debits and credits will be reflected on my periodic statement. You may provisionally credit my account for an ACH transfer upon receipt of the payment order but before final settlement, however, you may then reverse the provisional credit if final settlement is not received.
  33. In applying for membership with you, I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand this will assist, for example, in determining my initial and ongoing eligibility for an account. I authorize you to give information concerning your experience with

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me to others for the purposes of administering or enhancing the products and services offered by or through you, or as allowed or required by law.

34. I understand that my services may be reduced, in accordance with your "Limitation of Services Disclosure," should any action by me cause a loss to the Credit Union.
35. Member accounts in this Credit Union are insured by the National Credit Union Share Insurance Fund.
36. I understand and agree that all aspects of the account(s) are governed by the laws of the Commonwealth of Massachusetts, to the extent that Massachusetts law is not consistent with controlling federal law, regardless of the method used to open or access the account.
37. I agree to indemnify, defend, and hold you and your employees harmless from and against any claim, demand, action, cost, loss, liability, and expense (including attorney's fees) which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
38. I understand that there are commercially reasonable security procedures in place that may vary depending on the method I am using to access the credit union and I agree to follow those procedures. These may include but are not limited to various methods of identification and written requests or alternatives which you deem sufficiently secure.
39. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:**

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability. Further, you may deliver all Credit Union statements and notices to the Prime Member's last known address and this shall constitute notice to all owners.



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2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
  3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of savings.
  4. Joint ownership of an account does not constitute credit union membership. Joint owners may be non-members.
  5. I may pledge any or all of the available savings on deposit in the account, except IRA balances, as collateral security to any DCU loan(s) subject to then current loan policies. Further, a pledge of savings by any one of us shall be binding on all of us.
  6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.
  7. I agree that the actions of one account holder bind all other account holders. Prime and joint owners are equally responsible for any debt or loss incurred by you as a result of any mishandling of the account. Collection attempts, should they be necessary, may be made against the prime owner, joint owner, or both.
  8. In the event that a negative balance is created in my account (whether due to ATM activity, nonsufficient funds activity, fees, charges, or otherwise), I understand and agree that you may transfer funds to such account from any other account (excluding IRAs ), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance. Further, I understand that the ownership of the account cannot be altered until such negative amount has been paid.
  9. I understand that any joint owner I add to my account will remain a joint owner on that account until such account is closed.
  10. I agree that signatures by my authorized agents (e.g. persons acting under a Power of Attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction they sign.
  11. Any owner may close my account (excluding my Membership/Savings Account) at any time, with or without cause.  
  
You are not required to provide notice of such closure to the other owners or authorized agents on the account.
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**TERMS AND CONDITIONS APPLICABLE  
TO TOTTEN ACCOUNTS:**

1. The trustee(s) declares that the account is, and any and all sums credited to such account are and shall be, held by me, (as joint tenants and equally regardless of our net contributions with right of survivorship if there is more than one trustee) in trust for the beneficiary(ies) named on the most recent application or designation of beneficiary form, reserving to me the right (1) to have dividends declared on said account paid to me; and (2) to revoke such designation in whole or in part, at any time or times, by executing and delivering to you a request for withdrawal or pledge of funds of the whole or part of such account, and such designation shall be revoked as to the whole or part to which such request relates.
2. In the event of my death or, if the account is held by more than one person, the death of my survivor, then and only then, you shall pay such account balance(s) to beneficiary if then living (if more than one beneficiary is designated, then equally to those beneficiaries living at the date of my death or the death of my survivor(s)); but if no beneficiary is living at the date of my death or the death of my survivor(s), you shall pay such account balance(s) to my estate or the estate of my survivor(s). There is no right of survivorship between beneficiaries.
3. Loans are not available on this account; however, I may pledge any or all of the available savings in the account as collateral security to any DCU loan(s) subject to then current loan policy.
4. A right of survivorship arising from the express terms of a joint account or a beneficiary designation in a Totten Account cannot be changed by a will.

**TERMS AND CONDITIONS APPLICABLE  
TO ALL CUSTODIAL ACCOUNTS:**

1. The transferor/custodian is opening an account as custodian for the minor named on the application form under the Uniform Transfers to Minors Act (UTMA). The transfer of money to the minor named on the application form, which transfer shall be deemed to include all dividends and any future additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the Commonwealth of Massachusetts now in effect or hereinafter amended.
  2. I acknowledge that by signing the application form, I have received the funds deposited to the account as custodian for
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the minor named therein under the Uniform Transfers to Minors Act.

Further, I understand it is my responsibility as custodian to transfer ownership of the funds to the minor at the appropriate time and that this action will not be monitored by you.

3. Loans are not available on this account nor may I pledge any of the savings in the account as collateral security to any loan(s).
4. The successor custodian named on the application form shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
5. No voting rights exist in connection with this account.

**TERMS AND CONDITIONS APPLICABLE  
TO ALL FIDUCIARY ACCOUNTS:**

1. I am duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian, or Conservator. By the authority vested in me I am, acting individually or jointly, empowered to transact business as authorized by law of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
2. Loans are not available on this account nor may I pledge any of the savings in the account as collateral security to any loan(s).
3. If the account is blocked, I understand that I shall file with the court a written receipt including an agreement with you that the money in the account, including any earnings thereon, shall not be withdrawn except upon court order.
4. No voting rights exist in connection with this account.

**TERMS AND CONDITIONS APPLICABLE TO ALL  
BENEVOLENT FUND ACCOUNTS:**

1. I am duly appointed and acting in the capacity of Managing Organizer of this unincorporated association or fund and am authorized and empowered to transact business of any character in connection with this account.
2. I agree that anyone signing the Account Agreement has equal rights to request and perform transaction related activities on the account.
3. I understand that any requests for changes to membership information or ownership must be made by the Managing Organizer on a form provided by you.

4. I understand there can be no direct activity between this account and any other DCU membership other than the ability to deposit a DCU check, drawn on another account, if properly payable and endorsed, or by my express written instruction on a form provided by you.
5. Loans are not available on this account nor may I pledge any of the savings in the account as collateral security to any loan(s).
6. No voting rights exist in connection with this account.

**TERMS AND CONDITIONS APPLICABLE  
TO ALL CHECKING ACCOUNTS:**

1. You may at your discretion, but are not obligated to nor shall you be liable for refusal to, pay funds from this account:
  - a. When such payment would draw the available balance in the account below zero. See DCU's *Overdraft Payment Service Disclosure* for additional terms and conditions that may apply.
  - b. If drawn by means not authorized in advance by you.
  - c. Against items presented over six (6) months past their dates ("stale-dated" check). I agree that you may pay or reject a stale-dated check even if the presentation occurs after the expiration of a stop payment or postdated check order. You normally do not examine the date on checks presented for payment. I agree that you are not required to identify stale-dated checks or to seek my permission to pay them.

You may also make a second attempt to clear any item originally identified as having insufficient funds. I understand you are not in any way obligated to do so, that all attempts to pay any item must still be completed within the settlement timeframes imposed by regulation, and that I will be charged a fee for items paid during a second attempt to clear in lieu of a returned item fee.

2. You may pay and charge to my applicable account, items drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such items. This includes an "Electronic Check Conversion" whereby a merchant or other institution uses a paper item I have provided as a source of information to then make a one-time electronic payment from my account - an electronic fund transfer.

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- I agree that your rights with respect to such items shall be the same as if you physically received an item drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it. I agree that you shall be fully protected in honoring such items. I further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss or damage to me of any kind.
3. If you have made good faith payment to a holder, you may charge my account according to:
    - a. The original terms of my check; or
    - b. The terms of my completed check unless you have notice that any such completion is improper.
  4. I, or any other person authorized to draw on the account, may order a stop payment of any item or electronic Automated Clearing House (ACH) withdrawal payable against my account, provided such request is timely, contains sufficient information to identify the withdrawal, and affords you a reasonable opportunity to act upon it under your rules, and that a stop payment fee will be assessed as set forth in the *Schedule of Fees and Service Charges*. I understand that if I am attempting to stop payment on a paper item I have provided that may be electronically converted, I will have been notified of the possibility of such conversion by the merchant or other institution and I am responsible for providing the same notification to you in my stop order. I may also stop payment on a line of credit check which I will identify as such. If I give such order orally, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written orders against paper items shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. Written orders against ACH withdrawals shall remain valid indefinitely. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order.
  5. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect an item or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even

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with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee items drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.

6. If you have paid an item under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
  - a. Any holder in due course on the check against the drawer or maker;
  - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
  - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
7. I understand that the funds must be available in my account by the start of business on the day a check is presented to you for payment and that you may without liability accept, pay, guarantee, or charge items to the account in any order convenient to you.
8. I understand that if any checking account I have with you currently has a zero balance and has been inactive for a period of six (6) months or longer (inactive meaning without any activity initiated by me such as a deposit or transfer), you may close the account at your discretion.
9. In the event of wrongful dishonor which occurs by mistake, liability shall be limited to actual damages I prove. In the event of a dishonor of any check or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check or other debit.
10. You are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
11. I agree that in the event I draw an item on my checking account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the

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- check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
12. I may authorize all items from my checking account(s) to be cleared pursuant to a separate written credit line application form which I must execute. I agree that overdrafts, if paid in excess of funds in any loan or savings account, are payable on demand. If overdrafts are to be covered by a transfer of funds from my Savings Account (1), such transfer(s) will generally be made only if there are sufficient funds on deposit at the time of transfer. I understand that no more than six (6) automatic transfers are permitted in any calendar month from my savings account in combination with other Regulation D transactions.
  13. You may recognize the signature of anyone who signed the membership/account application form as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of items payable to any signer of this account for which all of us shall be liable.
  14. No funds in this account may be pledged by any or all of said owner(s) as collateral security to any loan(s).
  15. If the application is signed by more than one person, we hereby appoint each other as agents and attorneys-in-fact to overdraft our Savings or certain loan accounts.
  16. If this is an organization account the persons authorized to sign on this account certify that they are duly appointed officers of said organization and have the authority to transact business of any character whatsoever in connection with this account. Moreover, if this is an organization account, I agree to have at least two persons review my statements and any notices I receive pertaining to the account. You will not be responsible for losses caused by my failure to properly screen and supervise bookkeepers and others who handle my statements and notices.
  17. I will notify you immediately if my items are lost or stolen.
  18. As a convenience to me, you will submit my initial order and reorders for personalized items to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the items either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered items ordered, plus applicable sales tax.
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19. This is a truncated checking account. Items are provided with carbonless copies, upon request, and are not returned with statements. I may however view printable front and back images of my cleared checks via the Account History function within your Online Banking service. I may also request, and you will provide within a reasonable time, a legible front and back copy of an individual item. I understand however, if I have not ordered my Digital Credit Union items through your approved check vendor, that you are not responsible for the quality of any check copy that I receive from you.
20. You may charge against my account a postdated check, even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check if it is presented prior to the due date. Notice may be written or oral. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period.
21. I understand and agree that you may process certain checks mechanically, based on the information encoded on the items. This means that you may not visually examine each of my checks to determine if they are properly completed and endorsed. Although you may review checks, I understand and agree reasonable commercial standards do not require you to do so. I agree to review all statements as soon as I receive them and to notify you immediately of any discrepancy.
22. I understand that you are not responsible for any delays or errors in processing that may occur due to the quality of my items or the MICR encoding that appears on my items.
23. I understand that if I have authorized a one-time electronic fund transfer from my checking account by using information from a paper check to initiate an electronic fund transfer, that this transaction is then covered by Regulation E as disclosed in your *Electronic Services Disclosure and Agreements*.

**TERMS AND CONDITIONS APPLICABLE  
TO TERM SHARE CERTIFICATE ACCOUNTS:**

Your Term Share Certificate Account is called a Certificate. *See separate Certificate Disclosure and Agreement for additional terms and conditions which are incorporated by this reference.*

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## TERMS AND CONDITIONS APPLICABLE

### TO TRUST ACCOUNTS:

*See separate Application and Agreement for Credit Union Account in the Name of Trustees for additional terms and conditions which are incorporated by this reference.*

### TERMS AND CONDITIONS APPLICABLE TO INDIVIDUAL RETIREMENT ACCOUNTS:

SAVINGS IRA: Dividends are paid on entire balance and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Payroll deducted contributions are reported for the tax year in which they are credited. There is no DCU penalty for early withdrawal (IRS penalties may apply).

Conditions: The minimum balance required to maintain current status is \$0.01. *(See separate IRA Plan Agreement and Disclosure for additional terms and conditions.)*

MONEY MARKET IRA: Dividends are paid on entire account balance for each day I maintain a \$1,000 balance or more, are calculated using the highest applicable dividend rate, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Payroll deducted contributions are reported for the tax year in which they are credited. There is no DCU penalty for early withdrawals (IRS penalties may apply).

Conditions: The minimum balance required to earn dividends is \$1,000. The minimum balance required to maintain current status is \$0.01. *(See separate IRA Plan Agreement and Disclosure for additional terms and conditions.)*

CERTIFICATE IRA: Dividends are paid on entire balance and are posted monthly. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be paid up to the date of withdrawal of funds, on the amount withdrawn (early closing penalties may apply). Conditions: The minimum balance required to open and maintain current status is \$500. *(See separate IRA Plan Agreement and Disclosure and separate Certificate Disclosure and Agreement for additional terms and conditions.)*

1. I understand I may not pledge any of the savings on deposit in my IRA as collateral security for any loan(s).

2. Certain federal and state penalties apply to amounts withdrawn from an IRA. These are set forth in the applicable federal and state law regulations which are incorporated herein by reference.

### TERMS AND CONDITIONS APPLICABLE TO ALL BUSINESS ACCOUNTS:

1. For purposes of this Disclosure your definitions of the various businesses for which you offer accounts are:

#### Sole Proprietorship

An unincorporated and wholly owned form of business in the name of its sole proprietor where the firm does business under that name, or in the trade or assumed name under which the sole proprietor conducts business.

#### Limited Liability Company (LLC)

An unincorporated association in which one or more persons, referred to as members, are associated as co-owners for the conduct of an ongoing business enterprise from which personal exposure may be limited to the individual contribution made to the business. A "Sole" or "Single" Member LLC is simply an LLC that has only one Member.

#### Partnership

An unincorporated business organization in which two or more persons, referred to as partners, are associated as co-owners for the conduct of an ongoing business enterprise from which profits and losses are shared.

#### Corporation

A legal entity totally separate and apart from the persons who own or operate it. The corporate structure consists of owners, referred to as shareholders; directors, elected by the shareholders to oversee management of the corporation; and officers, named by the directors to operate the corporation.

#### Unincorporated Association

An unincorporated association is not a separate legal entity and personal liability may apply. This is generally a group of individuals who have come together for a particular purpose. A constitution sets out the rules that govern the relationship and a board is usually elected to run the organization.

I understand that you are not responsible for determining whether my business has been established in accordance with all applicable local, state, and or federal requirements,

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nor that my business needs can be met by any of the above. I may take an Application and the applicable Disclosures to discuss with a financial advisor.

2. You require that each Authorized Signatory(ies) on a Business Account be at least 18 years of age.
3. Each Authorized Signatory on a Business Account is duly authorized to act with respect to the Account(s) and you are authorized to act on all matters relating to the Account(s) upon the order of any one of the Authorized Signatories until you receive written instructions to the contrary from an authorized representative (as defined on the Application). I certify that any signatures appearing on the Application are the genuine signatures of said authorized persons.

You may accept and/or endorse checks made payable to an individual Authorized Signatory, any combination of Authorized Signatories, or the Business, as named on the Application, for deposit only.

4. I affirm that: 1) the sole proprietor, 2) all partners, 3) all members, or 4) all directors, officers and stockholders whether current or future, are within your Field of Membership.
5. I understand that access to and ownership of this account is determined by the most recent DCU Application or Change Form you have on file. If there is a change to a sole proprietor, partner, member, or officer of the business, the account must be closed and a new account opened. If a non-owner Authorized Signatory is changing I must complete a Business Account Change Form. Changes to the membership information will be made by me in writing or by another secured method approved by you.

If there is a conflict between Owners/Authorized Signatories, you have the right to freeze this account, without notice, while you investigate.

6. No voting rights exist in connection with this account.

### III. INSTRUCTIONS TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)

(Section References are to the Internal Revenue Code)

#### PURPOSE OF CERTIFICATION:

An entity (such as the Credit Union) who is required to file an

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information return with the IRS must obtain my correct Taxpayer Identification Number (TIN) to report income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an Individual Retirement Account (IRA).

I must use your membership application to furnish my correct TIN to you, and, when applicable, (1) to certify that the TIN I am furnishing is correct, (2) to certify that I am not subject to backup withholding, or (3) to claim exemption from backup withholding if I am an exempt payee. Furnishing my correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

NOTE: If you give me a form other than a W-9 to request my TIN, I must use your form if it is substantially similar to form W-9.

#### HOW TO OBTAIN A TIN:

If I do not have a TIN, I should apply for one immediately.

To apply, I must obtain Form SS-5, "Application for a Social Security Number Card" at the local office of the Social Security Administration, or Form W-7, "Application for IRS Individual Taxpayer Identification Number," from the local office of the Internal Revenue Service (for individuals), or Form SS-4, "Application for Employer Identification Number," from the local office of the Internal Revenue Service (for businesses and other entities). I must complete and file the appropriate form according to its instructions.

I understand that you will not open my DCU membership until I have received this number and provided it to you on an application.

#### WHAT IS BACKUP WITHHOLDING:

Persons making certain payments to me are required to withhold and pay to the IRS a percentage of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee compensation, and certain payments from fishing boat operators, but do not include real estate transactions. If I give you my correct TIN, make the appropriate certifications, and report all my taxable interest and dividends on my tax return, my payments should not be subject to backup withholding.

Payments I receive will be subject to backup withholding if:

1. I do not furnish you with my correct TIN; or
2. The IRS notifies you that I furnished an incorrect TIN; or

3. I am notified by the IRS that I am subject to backup withholding because I failed to report all my interest and dividends on my tax return (for reportable interest and dividends only); or
4. I fail to certify to you that I am not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only); or
5. I fail to certify my TIN. See the section entitled "Specific Instructions" for exceptions.

For other payments, I am subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See the Section entitled "Specific Instructions" below if I am an exempt payee.

**PENALTIES:**

Failure to Furnish TIN – If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding – If I make a false statement with no reasonable basis that results in no imposition of backup withholding, I am subject to a penalty of \$500.

Criminal Penalty for Falsifying Information – Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

**SPECIFIC INSTRUCTIONS:**

Name - If I am an individual, I must generally provide the name shown on my Social Security card. However, if I have changed my last name, for instance due to marriage, without informing the Social Security Administration of the name change, I may enter my first name and both the last name shown on my Social Security card and my new last name.

Signature - For a joint account, only the individual whose TIN is shown on the Membership Application Form as the PRIME OWNER should certify his or her TIN.

Certification

1. Interest, and Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983 - I am not required to sign the certification; however, I may do so. I am required to provide my correct TIN.

2. Interest, and Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983 - I must sign the certification or backup withholding will apply. If I am subject to backup withholding and merely providing you with my correct TIN, I must not check the box which indicates that I am not subject to backup withholding.
3. Real Estate Transactions – I must sign the certification.
4. Other Payments – I am required to furnish my correct TIN, but I am not required to sign the certification unless I have been notified of an incorrect TIN. Other payments include payments made in the course of my trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a non-employee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.
5. Mortgage Interest Paid by Me, Acquisition or Abandonment of Secured Property, cancellation of debt, or IRA Contributions – I am required to furnish my correct TIN, but I am not required to sign the certification.

Privacy Act Notice - Section 6109 requires me to furnish my correct Taxpayer Identification Number (TIN) to you for filing information returns with the IRS to report interest, dividends, and certain other income paid to me, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an individual retirement account arrangement. The IRS uses the number for identification purposes and to help verify the accuracy of my tax return. I must provide my TIN whether or not I am required to file a tax return. You must generally withhold a percentage of taxable interest, dividend, and certain other payments if I do not furnish my TIN to you. Certain penalties may also apply.

**WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION**

<u>Type of account:</u>	<u>Give name and Taxpayer ID Number (SSN, ITIN, or EIN)</u>
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| 1. Individual  | The individual.                              |
| 2. Two or more individuals<br>( <i>Joint Account</i> ) | The first individual (owner) on the account. |

3.	Custodial Account for a minor <i>(Uniform Transfers to Minors Act)</i>	The minor.
4.	Trust	
	Irrevocable	The Trust
	Revocable	See the Trust Agreement
5.	Totten	The actual owner of the funds.
6.	Fiduciary	
	a. Estate	Legal entity. <i>(Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)</i>
	b. Conservator or Guardian	The actual owner of the funds.
7.	Unincorporated Association or Benevolent Fund	See the Account Agreement.
8.	Sole Proprietor	Generally the actual owner of the account.
9.	Partnership	The Partnership.
10.	Limited Liability Company (LLC)	Generally the Limited Liability Company. Single Member LLCs may use the TIN of the actual Member.
11.	Corporate	The Corporation.

**IV. (A) DISCLOSURE OF FUNDS AVAILABILITY POLICY FOR ALL ACCOUNTS, INCLUDING TERM SHARE CERTIFICATE ACCOUNTS**

You may place a hold for uncollected funds on any check or draft deposited to my account. The holds described in this section are designed to protect against the possibility of an item being dishonored. If a hold is placed on any item, you will provide me with a notice of when I may draw against the funds.

For purposes of computing the amount of dividends, you will begin accruing dividends as of the business day of deposit should the required minimum balance be met, if applicable.

1. For purposes of this Disclosure, the following definitions apply:
- a. "Account" means account at this Credit Union;
  - b. "Business day" means a period during which

- the offices of the credit union are open for carrying on substantially all business functions, and does not include Saturdays, Sundays, federal holidays, or Digital Credit Union holidays;
- c. "Cashier's check" or "Treasurer's check" means any check which is subject to the following:
    - i. The check is drawn on a depository institution.
    - ii. The check is signed by an officer or authorized employee of the depository institution.
    - iii. The check is a direct obligation of the depository institution.
  - d. "Certified check" means any check with respect to which a depository institution certifies the following:
    - i. The signature on the check is genuine.
    - ii. The depository institution has set aside funds which are equal to the amount of the check and will be used only to pay that check.
  - e. "Day of deposit" means the day on which I transfer possession of an item to you for deposit to my account. After your close of business, or if possession is transferred on a non-business day, the "day of deposit" shall mean your next business day; Automatic Teller Machine (ATM) deposits are subject to an earlier cutoff time of 12:00 noon, which is deemed the close of business for the ATM; therefore the "day of deposit" for deposits at ATMs after 12:00 noon is the next business day.
  - f. "Item" and "Instrument" mean a check, negotiable order of withdrawal, warrant, or money order;
  - g. "Teller's check" means any check issued by a depository institution and drawn on another depository institution;
  - h. "Personal check" means any check drawn on the account of a natural person;
  - i. "Business check" means any non-guaranteed funds check drawn on an account which contains a business name. This includes, but is not limited to, items with the words Co., Corp., Inc., LTD., or DBA in the account title and insurance items;
  - j. "First endorsed" means any check endorsed and being deposited by the original payee;
  - k. "Third party" means any check payable to and being deposited by someone other than the original payee.



2. I am generally entitled to draw on any of the following item deposited to my account on the business day that possession is transferred to you:

- a. Cash
- b. Items drawn on DCU
- c. First endorsed Cashier's, Certified, and Treasurer's items
- d. First endorsed items directly affiliated with sponsor companies (i.e. Payroll, Investor Services, Insurance, Relocation, etc.)
- e. First endorsed federal, state, and local government items
- f. First endorsed CUNA items
- g. First endorsed insurance items payable to DCU and to member, if paid work order is provided with deposit
- h. First endorsed money orders
- i. First endorsed traveler's items
- j. Electronic Fund Transfers (i.e. Direct Deposit, ACH deposit)
- k. Wire transfers
- l. No less than \$200 from any DCU Branch or proprietary ATM deposit. Longer delays of up to five business days may apply on deposits made at non-proprietary ATMs. ATMs that you own or operate (proprietary) will be identified as DCU machines.

3. Your policy is to make funds requiring holds available as illustrated on the following page.

#### WHEN FUNDS BECOME AVAILABLE

Check Deposited on		Monday
No less than \$200 will be available by the <b>first</b> business day after the day of deposit	or	Tuesday
Up to an additional \$4,800 on the <b>second</b> business day after the day of deposit (up to \$5,000 now available)	or	Wednesday
<u>All</u> funds remaining on the <b>fourth</b> business day after the day of deposit	or	Friday

Funds I deposited by check may be delayed for a longer period of time under the following circumstances:

- a. The item is deposited within 30 calendar days of the opening of the account;

- b. The item is an insurance draft, that is, payable through another institution;
- c. You receive notice that the item(s) has been or will be dishonored;
- d. The item is being deposited into an account with a history of collection problems;
- e. DCU has any reason to doubt the collectibility of the item;
- f. The item is drawn on an office located outside of the United States;
- g. The item is subject to processing delay; that is presentment delay, a mutilated item, or an improperly encoded item.

I will be notified if a longer delay was applied. In the event of a delay, the funds will generally be available no later than the 5th business day following the day of deposit.

Any delay by you beyond the time limits prescribed above shall be excused if caused by interruption of communication facilities, suspension of payment by a bank or savings institution, emergency conditions, or other circumstances beyond your control provided that you exercise such diligence as the circumstances require.

In no event does the above policy effect your right to accept or reject an item for deposit or to require written notice of an intended withdrawal.

#### IV. (B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of an item be kept clear and unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored items. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

In the event that I draw an item on my checking or loan account with you, I am responsible for any delay or misrouting of the check caused by markings placed on the check by me that obscure any depository endorsements placed by you or your agent and I agree to hold you harmless and indemnify you from any liability due to such delay or misrouting.

## V. PRIVACY POLICY

<b>FACTS</b>	What does DCU do with your personal information?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	The type of personal information we collect and share depends on the product or service you have with us. The information can include: <ul style="list-style-type: none"> <li>• Social Security Number and income</li> <li>• Account balances and credit history</li> <li>• Account transactions and payment history</li> </ul>
<b>HOW?</b>	All financial companies need to share members' personal information to run their everyday business. Below, we list the reasons that financial companies share their members' personal information, the reasons DCU chooses to share, and whether you can limit this sharing.

<b>Reasons We Can Share Your Personal Information</b>	<b>Does DCU Share?</b>	<b>Can You Limit this Sharing?</b>
For our everyday business purposes such as processing your transactions, maintaining your account(s), responding to court orders and legal investigations, or reporting to credit bureaus.	Yes	No
For our own marketing purposes – to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences.	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness.	No	We don't share
For non-affiliates to market to you.	No	We don't share
<b>Questions?</b>	Please email us at <a href="mailto:dcu@dcu.org">dcu@dcu.org</a>	

<b>Who We Are</b>	
Who is providing this notice?	DCU
<b>What We Do</b>	
How does DCU protect my personal information?	We restrict the level of access our employees have to your membership based on their responsibilities and hold them to high levels of confidentiality. In addition, we maintain physical, electronic, and procedural protections that comply with federal regulations to guard your non-public personal information and privacy.
How does DCU collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Show your driver's license or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> We also collect your personal information from other organizations such as credit bureaus.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

<b>Definitions</b>	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> <li>• DCU does not share with our affiliates</li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial or nonfinancial. <ul style="list-style-type: none"> <li>• DCU does not share with non-affiliate</li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Our joint marketing partners include insurance companies.</li> </ul>

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## VI. LIMITATION OF SERVICES

This Limitation of Services Disclosure (“Disclosure”) constitutes a part of and is hereby incorporated into Digital Federal Credit Union’s Truth-In-Savings Disclosure and Account Agreements (“Account Agreement”). This Disclosure applies to all members who are subject to the Account Agreement. In this Disclosure, unless otherwise noted, the words “I,” “me,” “they,” “their,” and “our” mean each and all of those members subject to this Disclosure. The word “DCU” means Digital Federal Credit Union.

### 1. PURPOSE

The senior management of DCU has determined that the privilege of DCU’s services should be denied to members who are “not in good standing” at DCU. This Disclosure provides examples of certain actions that would cause a member to become “not in good standing” and provides guidelines to the types of services and transactions to which availability would be restricted to such a member. This Disclosure further protects DCU directors, Supervisory Committee Members, personnel, members, volunteers, shared branch participants, and vendors (collectively, “DCU Related Parties”) from abusive members.

### 2. SCOPE

This Disclosure shall extend to any member “not in good standing” who seeks member services whether directly or indirectly through a DCU account with another person.

### 3. DEFINITIONS

“Member” means a DCU member, as well as any person who has access to DCU’s services directly or indirectly.

A member will be considered to be “not in good standing” with DCU if the member:

- (a) Fails to comply with the terms and conditions of any lawful obligation to DCU and/or causes DCU to suffer a “pecuniary loss”;
- (b) Manipulates, engages in fraud, or otherwise abuses DCU’s services to the detriment of DCU’s membership; or
- (c) Engages in “abusive behavior” or otherwise injures any person or damages any property while on DCU’s premises or at any DCU function.

“Abusive behavior” means any harmful or inappropriate conduct, which includes, but is not limited to, any of the following:

- (a) Any threats of or actual bodily harm or illegal activity against any of the DCU Related Parties.
- (b) Any form of action which may constitute harassment under DCU’s Harassment Disclosure. For example:

- a. Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
  - b. Inappropriate touching.
  - c. Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.
  - d. Displaying sexually suggestive objects or pictures.
- (c) Fighting, kicking or other physical harm or attempted harm towards any of the DCU Related Parties. For example:
    - a. Engaging in offensive or abusive physical contact.
    - b. Making false, vicious or malicious statements about any of the DCU Related Parties or DCU’s services, operations, policies, practices, or management.
  - (d) Using profane, abusive, vulgar, intimidating or threatening language directed towards any of the DCU Related Parties.
  - (e) Bringing or possessing firearms or weapons or any hazardous or dangerous device on DCU premises or at a DCU function or on the premises of any CO-OP Shared Branch location.
  - (f) Possession, sale, use or being under the influence of an unlawful or unauthorized substance (e.g., drugs or alcohol) on DCU premises or at a DCU function or on the premises of any CO-OP Shared Branch location.
  - (g) Attempting to coerce or interfere with any of the DCU Related Parties engaged in the performance of their duties at any time.
  - (h) Uncivil conduct or failure to maintain satisfactory or harmonious working relationships with any of the DCU Related Parties.
  - (i) Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving any of the DCU Related Parties or member services.
  - (j) Any posting, defacing, or removing notices or signs on DCU premises, or writing on DCU bulletin boards without management authorization.
  - (k) Appropriation or misappropriation of DCU funds, property, or other material proprietary to DCU.
  - (l) Deliberate or repeated violations of security procedures or safety rules.
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- (m) Any other act which endangers the safety, health or well-being of another person or which is of sufficient magnitude that it causes disruption of business at DCU.

“Member services” means any products or services now or hereafter provided by or sponsored by DCU or otherwise made available by DCU, which products and services shall include, but are not limited to: loans, credit cards, debit cards, deposit accounts, checking or share drafts, ATM services and ATM cards, online and mobile banking services, shared branch services, notary services and electronic funds transfer services.

“Pecuniary loss” means: (i) a member’s loan default, whether a payment default or other default under the terms of a loan agreement; (ii) a member’s deposit account overdraft; (iii) a member taking any action that would render all or part of such member’s obligations owing to DCU legally restricted or unenforceable; (iv) a member causing DCU to incur a frivolous expense; (v) a member causing DCU to write off as uncollectible any monies owed to DCU; or (vi) a member’s other action posing a threat to the safety and soundness of DCU.

#### **4. LIMITATION OF SERVICES AND MEMBER AGREEMENT**

The determination of whether a member is “not in good standing” with DCU will be made at the sole discretion of DCU management.

The availability of member services for members who are “not in good standing” with DCU will be restricted. Any or all of the following actions may be imposed against a member who is deemed to be “not in good standing” under this Disclosure:

1. Suspension of all member services other than the right to maintain a share account and the right to vote at annual and special meetings.
2. Preclusion from personal contact with DCU Related Parties such that member services may be available only through written communication through the U.S. mail, DCU’s online and/or mobile banking system, or other remote access device, as designated by DCU management.
3. Preclusion from access to DCU premises.
4. Preclusion from access to any CO-OP Shared Branch location or any other shared branching network and revoking any shared branching privileges.
5. Taking any other action deemed reasonable and appropriate under the circumstances that is not precluded by NCUA Rules and Regulations, DCU’s bylaws, or applicable federal or state law.

I understand and agree that any threats of bodily harm or any other illegal activity against any of the DCU Related Parties will be

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reported to appropriate federal, state, and/or local authorities.

I acknowledge that in order to encourage me to contact DCU, in the event that DCU has been unable to contact me regarding a delinquent negative deposit account balance or loan payment, DCU may limit my access to online and mobile banking services, credit card, debit card, and ATM card services, and electronic and/or automatic payment services, until I contact DCU and provide DCU with my current contact information in accordance with the applicable loan or other agreement.

This Disclosure will not prohibit me from exercising my rights under federal or state law or regulation.

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