



BUSINESS ACCOUNT AGREEMENT

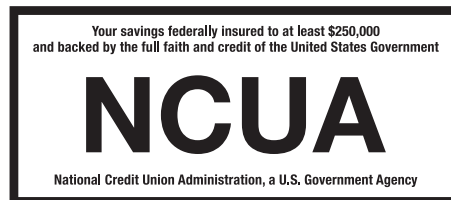
includes

ACCOUNT TERMS and CONDITIONS

and

**DISCLOSURES regarding FUNDS AVAILABILITY and
ELECTRONIC FUND TRANSFERS**

Effective October 2024



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Welcome.

This document contains DCU's Business Account Agreement ("Agreement"), which includes the terms, conditions, and disclosures that apply to DCU's Business Checking Accounts and Business Savings Accounts (including Money Market Accounts) opened for business and/or commercial purposes ("Account" or "Business Account"). We hope the information in this Agreement will help you to understand the features of your Business Accounts. If you have any questions, however, a DCU representative will be happy to help you. Just contact us in any of the ways listed under "Contact Us".

Throughout this Agreement, the terms "we," "us," "our," and "DCU" refer to Digital Federal Credit Union. In this Agreement, "Member" refers to a business entity that establishes an Account with us for business purposes and "you" and "your" refer, individually and collectively, to Member and to each Authorized Signatory (as that term is defined in this Agreement).

This Agreement does not govern accounts held for personal, family, or household purposes. If you open a Business Account, and use it for personal, family, or household purposes, your Business Account will be subject to this Agreement, and not DCU's Account Agreement for Consumers.

ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER – THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IT IS IMPORTANT THAT YOU READ THOSE CLAUSES CAREFULLY BEFORE CONSENTING TO THIS AGREEMENT. They are in Part III of this Account Agreement.

Contact Us

If you have questions regarding your Accounts (including questions regarding transactions or charges appearing on your statement, billing error inquiries, stop payment orders, or reports of lost or stolen checks, cards, PINs, or Passcodes), you may contact us using any of the methods below.

Call our Information Center at:

800.328.8797

Hours of operation:

Weekdays from 8:00am to 9:00pm and

Saturdays from 9:00am to 3:00pm

Our Information Center is not staffed on
Sundays or holidays observed by DCU

Email us at:

dcu@dcu.org

Chat with us at:

[dcu.org](https://www.dcu.org)

Write to us at:

Digital Federal Credit Union

853 Donald Lynch Boulevard

P.O. Box 9130

Marlborough, Massachusetts 01752-9130

Attention: Deposit Services

Log in to Digital Banking:

use the "Secure Email" link
under "Contact Us"

Note: Email sent through the "Email DCU" link inside Digital Banking will be encrypted to protect your personal information. Messages sent through our public website Email/Feedback Contact Form are not encrypted, so you should not use that form to send Account numbers or other personal information.

Notice Regarding Confidential Information: We will never ask you to give us confidential information (such as your log-in credentials, account number, or Social Security Number) in a telephone call that we initiated, and we will not ask you to send such information to us via email. If you receive any such request, DO NOT respond to it and notify us immediately. We may request confidential information in order to establish or maintain financial services offered by DCU, but we will do so only through secure contact forms or protected online applications.

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I. General Information

1. **Scope of Agreement** – This Agreement governs all DCU Business Checking Accounts and Business Savings Accounts (including Money Market Accounts) opened for business purposes.
2. **Membership at DCU** – A business entity is eligible to open an Account at DCU only if the business is located in one of DCU’s participating communities or if every “principal” of the business is a member – or eligible to be a member – of DCU. For membership purposes, the “principals” of the business are the individuals who own the business, such as (1) the sole proprietor of a sole proprietorship; (2) the partners of a partnership; (3) the members of a limited liability company; and (4) the stockholders of a corporation. For a list of DCU’s participating communities and a detailed explanation of our “Field of Membership,” please visit the membership eligibility page of our website, www.dcu.org, or ask any member service representative for more information. In order to establish and maintain membership, Member must open a Primary Savings Account with a balance at least equal to the par value of one share in DCU. (The current par value of a share is \$5.00.) If the balance of the Member’s Primary Savings Account falls below the value of one share, we may transfer the difference from any other Account held in such Member’s name. If there is no other Account from which to make a transfer, we may close your Account and terminate your membership. We will give you any notice required by law.
3. **Express Consent for Telephone Calls and Call Recording**
 - a. **Express Consent** – Any time you provide us with a telephone number (including for a landline, cellular, Voice over Internet Protocol (VoIP), or any other form of telephone device), you are expressly consenting that we may use that number to contact you and that we may allow service providers who assist us in providing account services to you to use that number to contact you. We may contact you by any method, including voice call, call using any automated dialer technology, artificial and/or prerecorded voice call, texts, and other methods, even if you may incur charges from your phone provider when we do. We may contact you about any Account or service you have with us (such as with a fraud alert for a credit or debit card or a payment due notice for a loan or other credit account), or for any other purpose. Your mobile carrier’s telephone, message, and data rates may apply.
 - b. **Call Recording** – DCU may monitor or record telephone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You expressly consent to any such recording. We do not have to remind you of our recording before each telephone conversation.
4. **Limitation of Services**
 - a. **Scope** – DCU has determined that the privilege of access to DCU’s products and services should be denied to members who are “not in good standing” with DCU. The determination of whether a member is “not in good standing” will be made in DCU’s sole discretion. DCU may take any or all of the following actions, in DCU’s sole discretion, against a member who is deemed to be “not in good standing”:
 - Suspension of any and all products and services (including access to DCU digital banking services, credit card, debit card, and ATM card services, and electronic and/or automatic payment services), other than the right to maintain a share account and the right to vote at annual and special meetings;
 - Preclusion from personal contact with DCU Related Parties such that member services may be available only through written communication through the U.S. mail, or other remote means, as designated by DCU;
 - Preclusion from access to DCU premises, any Shared Branch location, or any other shared branching network; and
 - Taking any other action deemed reasonable and appropriate under the circumstances by DCU that is not precluded by DCU’s bylaws or applicable law, including making a report to the appropriate authorities.
 - b. **Definitions** – The following definitions apply to this Limitation of Services section.
 - “Abusive Behavior” means:
 - o Any threats of or actual bodily harm or illegal activity against any of the DCU Related Parties, or threats of damage to property;
 - o Using profane, abusive, vulgar, intimidating or threatening language directed towards, or in the presence of, any of the DCU Related Parties;
 - o Making false statements about any of the DCU Related Parties or DCU’s services, operations, policies, practices, or management;
 - o Attempting to coerce or interfere with any of the DCU Related Parties engaged in the performance of their duties at any time;
 - o Any form of action which may constitute harassment; for example: age, sexual, ethnic, or racial harassment; making racial or ethnic slurs; engaging in sexual conduct; making sexual overtures; inappropriate touching; stalking and/or purposefully following or excessively contacting; 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; displaying sexually suggestive objects or pictures; and making otherwise unwelcome or inappropriate statements;

- o Bringing or possessing firearms or weapons or any hazardous or dangerous device on DCU premises, at a DCU function, or on the premises of any Shared Branch location;
- o Possession, sale, use, or being under the influence of, an unlawful or unauthorized substance (e.g., drugs or alcohol) on DCU premises, at a DCU function, or on the premises of any Shared Branch location;
- o Conducting or attempting to conduct or engage in any fraudulent, dishonest, or deceptive activity of any kind;
- o Any posting, defacing, or removing notices or signs on DCU premises, or damaging any property of DCU or DCU Related Parties;
- o Uncivil conduct, including speaking loudly or yelling, or other failure to maintain satisfactory or harmonious relationships with any of the DCU Related Parties;
- o Appropriation or misappropriation of DCU funds, property, or other material proprietary to DCU; or
- o Any other act which endangers the safety, health, or well-being of another person, or which causes disruption of business at DCU.
- “DCU Related Parties” means DCU Directors, Supervisory Committee Members, personnel, members, volunteers, vendors, as well as personnel, members, volunteers, and vendors of Shared Branches.
- “Member” means a DCU member, as well as any person who has access to DCU’s products and services, directly or indirectly.
- “Not in good standing” means that the member:
 - o Fails to comply with the terms and conditions of any obligation to DCU or DCU Related Parties;
 - o Causes any loss or expense to DCU or DCU Related Parties, including by virtue of any delinquency on a payment and/or reimbursement obligation, or by causing DCU or DCU Related Parties to expend resources to address frivolous claims or issues;
 - o Manipulates, engages in fraud, or otherwise abuses DCU’s or DCU Related Parties’ products or services; or
 - o Engages in “Abusive Behavior” toward DCU and/or DCU Related Parties.

DCU may deem a member to be “not in good standing” as a result of the acts or omissions of the member’s joint account holder or other person acting on behalf of or in concert with the member.

Nothing contained in this Account Agreement prohibits or in any way restricts your ability to review or comment on DCU’s products and services on the DCU systems available to you, where permissible, or on third-party websites, so long as the comments and reviews are not Abusive Behavior as defined in this Agreement. DCU reserves the right to remove or seek removal of reviews or comments that are Abusive Behavior.

- 5. Other Agreements** – Aspects of your account relationship with us not covered by these rules and regulations or by other service agreements between you and us, such as DCU’s Schedule of Fees and Service Charges and Digital Banking Agreement, will be governed by our usual banking practices and by applicable law.

II. Rules for Business Accounts

- 1. Opening Your Account** – You can open a DCU Business Account in person at any DCU branch, or through any other channel we make available. When you open a DCU Business Account, you agree to be bound by this Agreement. You should retain a copy of this Agreement and all amendments for your records.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information about the beneficial owners of legal entity Members. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

What this means for you: When you open a DCU membership, we will ask for each beneficial owner’s name, address, date of birth, and other information that will allow us to identify such beneficial owner. We may also ask to see each beneficial owner’s driver’s license or other identifying documents and obtain certifications of valid tax identification or employer identification numbers. If we do not receive the required documentation or certifications for your Account, we may refuse to open your Account and/or close any opened Account and return the funds to the individual who opened the Account at the address provided when the Account was opened.

- 2. Account Freeze** – If DCU suspects any irregular, unlawful, unauthorized, fraudulent, or otherwise improper activity involving your Account(s), DCU may place a hold on any and all of your Accounts (“Freeze”) pending an investigation of the suspected activities. Improper activity includes, without limitation, kiting and repeated patterns of transactions that have no apparent business reason other than to take advantage of hold periods for funds availability and/or “interest float” to DCU’s detriment. If DCU places a Freeze on your Account(s), DCU will provide to you any notice required by law. We may give notice after a Freeze is placed; for instance, if we suspect fraudulent activity, we may immediately place a Freeze on your Account(s) and then give you notice.

3. Authorized Signatories

- a. **Designating Authorized Signatories** – DCU may permit you to designate one or more individuals, up to a limit determined by DCU from time to time, who are authorized to access your Accounts, obtain services, and perform transactions on your behalf (each, an “Authorized Signatory”). You agree to provide us with written notice, in a form that is satisfactory to us, of the name, signature, and title of each Authorized Signatory. You also agree to provide proof of identification and evidence of such Authorized Signatory’s authority in a form that is satisfactory to us. You agree that any Authorized Signatory may act singly.
- b. **Account Access** – DCU will issue one universal password, access code, Personal Identification Number (PIN), security token, or other security device (collectively, “Authentication Devices”), as determined by us, for Member’s use for making online, telephone, mobile, or other electronic inquiries or transactions. Access cannot be limited to particular Account(s), so all Authorized Signatories and any other persons with whom Member shares such Authentication Device will have access to all of Member’s accounts. To terminate the authority of any Authorized Signatory, you must notify DCU that authorization has been terminated. DCU will implement a termination of authority within a commercially reasonable time after receiving notice from you.
- c. **Disputes** – In the event that we receive competing or inconsistent instructions regarding your Account, or otherwise become aware of a conflict between Authorized Signatories and/or other purported owners of a Member regarding the Account, we may refuse to honor any instructions and impose a Freeze until you provide us with any clarification we reasonably request. In our sole discretion, we may require you to: (i) sign an indemnification agreement and/or to post a bond satisfactory to us that will protect us for following your instructions; or (ii) provide a court order or other legal document authorizing DCU to follow your instructions.
- d. **Reliance on Authentication Device** – DCU may rely on the apparent authority of any person who accesses an Account or service on Member’s behalf using any Authentication Device or who signs an instruction or other communication with a signature that DCU reasonably believes matches a specimen you supplied pursuant to this Agreement, whether or not such individuals are named on any other authorization document that you have provided to DCU and whether or not such individuals have signed signature cards for any Account. DCU has no obligation to verify the identity or authority of any person who accesses an Account or service using a valid Authentication Device. Except as otherwise provided by law, the Member will indemnify DCU and hold it harmless for any loss or expense caused by any Authorized Signatory or by any person who accesses the Member’s accounts or any DCU service using any Authentication Device issued as described in this Agreement.

4. Trust Accounts – If a business is organized as a revocable trust, all persons who created the trust (“settlor,” “grantor,” or “trustor”) must be members of DCU in their own right; if a business is organized as an irrevocable trust, either all settlors or all beneficiaries of the trust must be members of DCU in their own right. If a business is organized as a nominee (or realty) trust, all beneficiaries must be members of DCU in their own right. If an account is opened in the name of a trust, DCU may ask you for information regarding the trust and/or for a certification of the trust. We will rely on the information you provide and on the authority of the trustees to act on behalf of the trust. DCU will not review the trust instrument and will not be responsible in any way for verifying the existence, validity, or legality of the trust or the authority or power of the trustees under the trust instrument to establish, maintain, or transact any business on such Account.

5. Checking Account Sub-Accounts – All Business Checking Accounts consist of two (2) sub-accounts: a transaction sub-account and a savings sub-account. The separation of the two (2) sub-accounts is for internal purposes only, will not appear on your periodic statement and does not affect the use of your Business Checking Account in any way. All account rules, regulations, and disclosures (including any provisions relating to dividends) apply to your Business Checking Account as a whole, without reference to the sub-accounts. All transactions that you perform will be posted to your transaction sub-account. DCU may, at its sole discretion, use the savings sub-account as a holding account for funds that exceed the amount needed to satisfy the checks, electronic fund transfers, and other debits that we estimate will be posted to your Business Checking Account. We will transfer funds from the savings sub-account back to the transaction sub-account periodically as needed to make funds available to pay transactions posted to your Business Checking Account.

6. Dividends

- a. **Dividend Payments** – DCU pays dividends on Business Savings and Money Market Accounts, Certificate Accounts, and on some Business Checking Accounts. DCU’s current Rates are provided to you at the time of opening any Account on a separate Rates sheet, which are part of this Agreement and may be amended by DCU from time to time by posting on DCU’s website. Rates are in effect for Accounts opened during the week shown on the rate sheet. DCU’s current Rates are always available on our website or by contacting us in any of the ways listed under “Contact Us”. Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. The Dividend Rates on all Accounts except Certificate Accounts may change at any time at DCU’s discretion. There are no limitations on the amount by which the rates may change. The Dividend Rate on Certificate Accounts are fixed at the time the Certificate is opened or renewed and remain in effect for the term of the Certificate.
- b. **When Dividends Begin to Accrue** – Dividends on both cash and non-cash deposits begin to accrue on the day of deposit. For an explanation of how we determine the “day of deposit,” see Section IV(2) of this Agreement.

- c. **Compounding and Crediting** – For most Business Accounts, dividends are compounded (added to the principal balance on which dividends are paid) daily and credited (posted to the Business Account) monthly on dividend-bearing Business Accounts. Dividends on Business Savings Accounts are compounded and credited monthly. For additional information about compounding and crediting on other Business Accounts, please review the terms and conditions applicable to such Business Accounts. If you close any Account, other than a Certificate Account, before dividends are credited, accrued dividends for the month will not be posted to the Account or paid. For Certificate Accounts, accrued dividends will be posted and paid through the date of withdrawal (but penalties for early withdrawal may apply).
- d. **Minimum Deposit and Balance Requirements** – There are three minimums that are important for each type of Business Account:
- The minimum deposit required to open the Account;
 - The minimum balance required to earn dividends at the stated APY; and
 - The minimum balance required in order for DCU to waive monthly service charges, if any are applicable to the Account.

All of these are shown on DCU's Rates sheet that you have been given and are available at any time by contacting us in any of the ways listed under "Contact Us".

- e. **Balance Computation Method** – DCU uses the daily balance method for purposes of computing dividends and, where applicable, waiving service charges. The daily balance is the balance of your Account at the end of the day. For purposes of computing dividends, this means we apply a daily periodic rate to the principal balance in the Account at the end of each day. For purposes of waiving monthly service charges on Accounts subject to such charges, this means that the balance of the Account must equal or exceed the minimum required balance at the end of each day during the statement cycle.
- f. **Fees** – Fees that may be imposed in connection with your Accounts are disclosed on DCU's Schedule of Fees and Service Charges, a copy of which has been provided to you separately.
- g. **Transaction Limitations** – Set forth below are limitations on the number or amount of withdrawals from or deposits to your Account:
- **Certificates:** You may not make additional deposits to any Certificate Accounts, except Regular Certificate Accounts with a term of 12 months or less, after Account opening. Deposits to Regular Certificate Accounts must be in the amount of at least \$100. There may be early withdrawal penalties for withdrawals from Certificate Accounts prior to maturity (see Special Rules for Certificate Accounts, below).

In our sole discretion, DCU may impose additional transaction limitations from time to time without notice.

- h. **Special Rules for Certificate Accounts** – The APY disclosed for all Certificate Accounts assumes that dividends will remain in the Account until maturity. Withdrawal of dividends prior to maturity will reduce earnings. No additional deposits may be made to a Jump-Up Certificate Account or a Certificate IRA Account after the Account is established. Additional deposits of \$100 or more are permitted to other types of Certificate Accounts with a term of 12 months or less. The agreed dividend rate on a Certificate Account will remain in effect until the maturity date. A penalty will be imposed for withdrawal of principal before maturity, computed as follows:
- Term less than 12 months: 60 days' dividends on the principal amount withdrawn
 - Term 12 to 35 months: 90 days' dividends on the principal amount withdrawn
 - Terms 36 months or longer: 180 days' dividends on the principal amount withdrawn

Unless instructed otherwise, DCU renews all Certificate Accounts automatically at maturity on the terms disclosed in a renewal notice sent to the primary owner 15 days before the maturity date. You will have a grace period of 5 calendar days (beginning with the maturity date) to withdraw the funds or change the term without being charged an early withdrawal penalty.

7. Deposits

- a. **Making of Deposits** – Deposits may be made by mail or in person at our main office or at any of our branch offices, or by any other means we make available to you from time to time. There is no limit on the number of deposits that you may make to any Account other than a Certificate Account; however, DCU may charge fees for deposits as stated in Schedule of Fees and Service Charges. On most Certificate Accounts, additional deposits are not permitted until the maturity date. Funds that you deposit into your Account will become available for withdrawal in accordance with this Agreement and our policy regarding availability of funds. Please refer to the sections of this Agreement titled "Withdrawals" and "Availability of Funds and Collection of Checks."
- b. **Uncollectible Items** – If a cashed or deposited item is returned unpaid or found to be uncollectible or payment is otherwise unacceptable to DCU, DCU will charge the item back to your Account or require a refund from you. Unless prohibited by law, we will also charge back to your Account the amount of any cashed or deposited item that was initially paid but later returned

to us due to an allegedly forged, unauthorized, or missing indorsement, claim of alteration, encoding error or other problem that in our judgment justifies reversal of credit.

- c. **Endorsements** – We may supply missing endorsements on any item submitted for deposit to your account. We may also limit, refuse, or return any item submitted for deposit to your account. All items must be endorsed exactly as drawn. You will be liable for any losses or delays caused by nonconforming endorsements or by any other marks on the back of a deposited item that make our endorsement or any other financial institution's endorsement difficult to read.
- d. **Remotely Created Check** – If you cash or deposit a remotely created check (that is, a check that was not signed by the person on whose account it is drawn), you warrant that the person on whose account the check is drawn authorized the issuance of the check in the amount and to the payee stated on the check.

8. Withdrawals

- a. **Current Balance and Available Balance** – Your Checking Account has two types of balances: the “current balance” and the “available balance”, both explained below. It is very important for you to understand how these balance types are calculated and how DCU uses these balance types to determine whether you have sufficient funds in your Account to cover a transaction. Your current balance is the amount of all deposits into your Account, without regard to deposits on hold (see Part IV (Availability of Funds and Collection of Checks) of this Account Agreement) or preauthorization commitments, less payments that have actually “posted” to your Account. The current balance does not include transactions that you have initiated but which have not yet been presented to us for payment, such as debit card purchases that have been authorized and are pending (“pre-authorization commitments”) or checks you have written that have not yet cleared. Your available balance is the amount of money that is immediately available for you to spend. It is the current balance, less holds on deposited funds, as well as funds that have already been “reserved” or “allocated” for another transaction, such as pre-authorization commitments, but that has not actually been withdrawn from the Account (in other words, money you have already spent). If a draft, check, electronic transaction, or other payment order is presented that exceeds the balance of available funds in your Account, it will be treated as a request for an overdraft. Although we are not obligated to permit any withdrawal in excess of the balance of available funds in your Account, if we do permit such a withdrawal, you agree to pay the overdrawn amount and all applicable service charges immediately upon demand. You also agree that we may (but are not obligated to) transfer funds from any other Account you maintain at DCU to pay the overdrawn amount. Withdrawals from Certificate Accounts may be subject to applicable rules regarding early withdrawal.
- b. **Authorization and Fee Assessment** – DCU uses your available balance to determine whether we will authorize a transaction, but we use your current balance at the time a transaction is posted to your Account to determine whether your Account is subject to an Overdraft Item Paid fee. We will assess an Overdraft Item Paid fee for any transaction that exceeds the current balance in your Account. You may be charged more than one fee if multiple transactions are submitted for payment when the current balance in your Account is insufficient.
- c. **Withdrawal Methods** – Withdrawals from your Accounts can be made by use of a properly completed withdrawal ticket presented in person at any of our branch offices. Withdrawals from Business Checking Accounts and some Business Money Market Accounts may also be made by checks properly drawn against the Account, by properly authorized automated clearing house (ACH) debits (including checks that have been converted to electronic transactions by the payee), or by use of a DCU Visa Debit Card at an ATM or point-of-sale (POS) terminal that accepts Visa-branded cards. We may also make other methods of withdrawal available to you for your convenience. When determining whether to authorize a non-PIN Debit Card transaction from a Business Checking Account, DCU includes the balance in the Business Savings Account in the available balance.
- d. **Withdrawal Date** – Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection in another financial institution. A determination of your Account balance for the purpose of making a decision whether there is a sufficient available balance to pay an item may be made at any time between presentment or receipt of notice that the item has been deposited for collection and the time of return of the item, and no more than one such determination need be made.
- e. **Forged Item Claim** – If you tell us a draft, check, or other withdrawal form was forged, altered, or otherwise not properly payable after DCU has made final payment on the item, we may withhold the amount we paid from your Account until a final determination of your claim has been made.
- f. **Digital Banking and Card Withdrawals** – If you have requested and received an ATM or Debit Card or have signed up for Digital Banking, you will also be able to make withdrawals at an ATM, Point-of-Sale terminal, or through Digital Banking, as provided in the terms and conditions governing those services.
- g. **Withdrawal by Check** – If you use a check to withdraw money from your Account, the check must be on a preprinted form that we have supplied to you or on a form to which we have given prior approval. We will not be bound by or obligated to comply with any notation or memorandum on any check unless we have specifically agreed to do so. We will not be required to honor checks that do not meet these standards. You promise to notify us immediately if any check is not delivered or is lost or stolen. We may pay checks drawn on your Account that are presented to us for payment, regardless of the date of

the check, including postdated checks. We may pay checks that are presented more than six (6) months after the date of the check and are not subject to a current stop payment order, but we are not obligated to do so.

- h. **Safeguarding Your Checks** – You agree to use care in safeguarding unsigned checks on your Account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed, or otherwise unaccounted for.
- i. **Facsimile Signatures** – If your checks are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling the signature of an authorized signer on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.
- j. **Notice of Withdrawal** – We reserve the right to require up to 60 calendar days' prior written notice of withdrawal from your Business Savings and Business Money Market Accounts.
- k. **Automatic Transfers from Savings** – If payment of a check, ACH transaction, ATM or Debit Card transaction, or any other transaction from your Checking Account would overdraw that Account, DCU may transfer the amount required to cover the transaction or all available funds in the Savings Account, whichever is less.
- l. **Automatic Overdraft Protection (Overdraft Line of Credit Available by Prior Arrangement)** – You may apply for an Automatic Overdraft Protection Line of Credit for an eligible Account. If you have an Automatic Overdraft Protection Line of Credit, we will automatically lend you the amount you need to cover checks, withdrawals, or other transactions that would overdraw your Account, up to the amount of your approved credit limit. Information about applicable interest rates, fees, terms and conditions, and applications for an Automatic Overdraft Protection Line of Credit are available at our branches or by contacting us in any of the ways listed under "Contact Us".
- m. **Order of Withdrawal** – While you may request a specific order of withdrawal of available balances from the Automatic Transfer from Savings and the Automatic Overdraft Protection, DCU shall process withdrawals in a manner selected in our sole discretion. DCU may change the order of withdrawal at any time without notice.

9. Substitute Checks – Checks drawn on your Account may be replaced with "substitute checks" before they are presented to us for payment. These checks are similar in size to original checks and contain a slightly reduced image of the front and back of the original check. The front of a substitute check reads: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just as you would the original check. If you suffer a loss as a result of the transfer, presentment, or return of a substitute check instead of the original check, you may have a right to indemnification under the Check Clearing for the 21st Century Act by the depository institution that created, transferred, presented, or returned the check. The identity of that institution should be noted on the substitute check. If you need additional assistance, you may contact us in any of the ways listed under "Contact Us".

10. Restrictive Legends - We employ automated processing and do not individually examine each check that is drawn on or deposited to your Account. Automated processing relies primarily on information encoded onto each item in magnetic ink (MICR) at the bottom of the check. You agree that DCU is not required to review individual items (whether drawn on or deposited to your Account) to identify or enforce any special instructions or limitations or "restrictive legends." A "restrictive legend" includes any added language that purports to condition or restrict the payment of the check, whether on the check or on any documentation submitted with the check. You agree that we may disregard restrictive legends or other notations placed on an item but not encoded on the MICR line, even though the notation may be important for your own purposes.

11. No Two-Signature Requirements on Accounts – We do not offer accounts on which two (2) or more signatures are required for a check or withdrawal. If you indicate on your checks or signature card or other Account documents that more than one (1) signature is required for withdrawal, this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your Account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.

12. Posting – When we "post" transactions that have occurred on your account, we "credit" (or add) deposits and "debit" (or subtract) withdrawals and fees. Transactions may be posted in any neutral order selected by DCU. In general, however, we post debit and ATM card transactions, wire transfers, and internal DCU transfers in the order in which we receive them and we post checks and ACH transactions in batches during each business day. The order in which we post items to your Account affects your available balance. You may be able to avoid fees if a deposit of available funds is posted before a withdrawal transaction that would bring your account balance below zero that day. You should monitor your available balance and make sure you understand how items are posted and when deposits become available. For more information about when funds become available, see Part IV (Availability of Funds and Collection of Checks) of this Agreement. Contact us in any of the ways listed under "Contact Us" for more detailed information regarding the order in which items are posted to your Account.

- 13. Stop Payment Orders** – DCU is not obligated to stop payment on any check drawn on your Account or electronic debit item. DCU will not be liable to you regarding any stop payment request. You may ask us to stop payment of checks drawn on your Account or electronic debit items. Within a reasonable time before the check or electronic debit item is presented, you must tell us, as applicable, the exact amount of the check or debit item, the check number, the check date, and the full number of the Account on which it is drawn for us to be able to stop it. If the information that you give us is not correct, or if you do not give us any other reasonable information that we ask for about the check or debit item, or if you do not give us the information within a reasonable time before the check or debit item is presented, we will not be responsible if we are not able to stop it. If you submit a stop payment order orally, we may require you to put your request in writing and to get it to us within 14 calendar days after your verbal order. Stop payment orders are effective for 180 days or until you give us written notice that you are cancelling the stop payment order. Unless you cancel a stop payment order sooner, you may request successive 180-day extensions of the order. A stop payment fee will be imposed for each regular and extended stop payment order. We are not obligated to accept a stop payment order on any cashier's check, treasurer's check, or money order. If we agree to do so, we may first require you to post a surety bond indemnifying us for any potential damages and/or file a declaration of loss in any form we reasonably request. Even if you place a stop payment order in time and we are able to prevent payment of the item, someone holding the item still may be entitled to enforce payment against you. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons.
- 14. Night Deposit, Bulk Deposit Services, and Coin & Currency** – If we make available to you night deposit, bulk deposit, or coin and currency deposit, you agree to place your night deposit, bulk deposit, or coin & currency in a depository bag provided by us and to organize your deposit in a format according to our instructions. You authorize us to open the depository bag in your absence and credit the contents to your Account. The contents of a depository bag shall not be treated as accepted by us for deposit until we have opened the bag and verified the contents. Our count as to the amount and character of each such deposit will be final and conclusive. Credit to your Account will be subject to adjustment based on our final count. Items in the depository bag that are unacceptable for deposit will be held for 30 days or until claimed by you, whichever is sooner. If you do not claim the items within 30 days, DCU may discard the items in any manner it deems appropriate without liability to you. You agree that you use any night depository box at your sole risk. We will not be liable for any loss of deposits before they are removed from the night depository box or for any loss resulting from removal of the night depository box from use.
- 15. Legal Actions Affecting Your Account** – If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account, we will comply with that legal action. In our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. We may honor legal action that is served personally, by mail, by email, or by facsimile transmission at any of our respective offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where such funds, records, or property is held. DCU will not be liable to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in connection with the legal action. DCU may charge a processing fee and any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) against your Account.
- 16. Fees** – You agree to pay any standard Account charges that apply to your Account and to pay fees and charges for special services you request such as wire transfers, stop payment orders, certified checks, and dishonored checks. These charges may change from time to time. A list of DCU's current charges for commonly requested services is contained in DCU's Schedule of Fees and Service Charges. You may obtain an updated Schedule of Fees and Service Charges at any time by contacting us in any of the ways listed under "Contact Us". If we waive a service charge on any one occasion, we are not obligated to waive the same or any other charge on any other occasion.
- 17. Statements** – You agree to examine all statements and any accompanying items promptly upon receipt or upon their being made available to you and to notify us immediately of any Errors (defined below). Each Account statement and any accompanying items will be deemed to be correct and free of unauthorized or incorrect transactions (including, without limitation, electronic fund transfers), forgeries, forged endorsements, and alterations (collectively, "Errors"), unless you notify us of such an Error within sixty (60) days of your receipt of the statement (or the statement being made available to you) on which the Error first appears. You cannot make a claim against us if you fail to examine your statements and notify us of an Error and we suffer a loss as a result of your failure, or we pay another item presented by the same wrongdoer before you properly notified us of the Error.
- 18. Insurance** – The funds in Accounts are eligible for federal insurance by the National Credit Union Administration.
- 19. Transferability of Account** – All Accounts are non-transferable except on the books of DCU. No Account may be pledged or assigned except with the prior written consent of DCU.
- 20. Collection** – To the extent permitted by law, you will be required to pay the fees of any collection agency, which may be based on a percentage at a maximum of 50% of the amount owed, as well as any other collection fees and expenses incurred by DCU (including, without limitation, court costs and reasonable attorneys' fees) in attempting to collect any amount owed by you with respect to any Account or service.

- 21. Set-Off and Lien on Shares** – In accordance with the Federal Credit Union Act, DCU has a lien upon the shares and dividends in your Account(s). If you are in default of any obligation you have to make payments to DCU, we may (but are not obligated to) enforce our lien and apply any balance you have in any Account to reduce or extinguish that obligation. We have this right in addition to any other rights we may have under applicable law. Any garnishment or levy against your Accounts is subject to our right of set-off or security interest.
- 22. Standard of Care** – We use automated systems in the processing of checks in order to handle a high volume of items. You agree that, to the extent that such systems are comparable to those used in general banking practice, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not include detecting forgeries or alterations that would not be detected by an ordinary person acting with reasonable care. You agree to follow reasonable business practices to avoid unauthorized transactions in your Account, including auditing your internal books and records, establishing internal “dual control” procedures for your Account, protecting checks received by you, protecting your unsigned checks, safeguarding Authentication Devices, carefully supervising all your employees who deal with your Account, promptly reviewing all statements we send to you or otherwise make available to you, and discovering internal thefts of checks.
- 23. Security Procedures** – DCU establishes security procedures for its ATM and Debit Cards, Digital Banking, and other services. You agree to comply with such procedures. You also agree that, to the extent such security procedures are comparable to those generally in use in the credit union industry, their use will constitute ordinary care and, except as otherwise required by law, DCU will not be liable to you for losses resulting from unauthorized transactions that are not detected by such procedures. If you access your DCU Accounts using any third-party technology, such as a smartphone, virtual assistant, or mobile wallet, you agree that DCU is not responsible for the security of that technology or of the devices you use. If you share your access codes or security settings on your devices with third parties, those third parties will also be able to access your DCU Accounts. You agree to safeguard any operating procedures or related information and all Authentication Devices and not to disclose any such security information to any person to whom such disclosure is not necessary for the conduct of your business affairs.
- 24. LIMITATION OF LIABILITY** – YOU AGREE TO HOLD DCU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS AND EXPENSE OF LITIGATION AND REASONABLE ATTORNEYS’ FEES) ARISING DIRECTLY OR INDIRECTLY FROM YOUR ACCOUNT, PROVIDED THAT DCU HAS EXERCISED ORDINARY CARE PERTAINING TO THE MATTERS GIVING RISE TO ANY SUCH CLAIMS, DEMANDS, LIABILITIES, LOSSES, OR DAMAGES. YOU AGREE THAT DCU WILL NOT BE RESPONSIBLE AND WILL INCUR NO LIABILITY TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT YOU MAY INCUR AS A RESULT OF DCU’S FAILURE TO PERFORM PROPERLY, OR ANY DELAY BY DCU IN PERFORMING, OUR OBLIGATIONS REGARDING YOUR ACCOUNT OR ANY CASH MANAGEMENT OR OTHER SERVICE.
- 25. Waiver** – We may delay enforcing any of our rights without losing them. Any waiver of a right on any one occasion will not constitute a waiver of that or any other right on any other occasion. Our remedies are cumulative, unless applicable law provides otherwise.
- 26. Invalid Provisions** – If any provision of this Agreement is determined to be unenforceable, such provision will be ineffective only to the extent unenforceable, and the remainder of the provision and all other provisions of this Agreement will remain in full force and effect.
- 27. Reporting Information** – We have the right to report information about your Account to any reporting agency or to anyone you give our name to as a reference.
- 28. Abandoned Property** – We are legally required to send funds from all “abandoned” Accounts to the state treasurer’s office. The applicable state law under which abandonment is determined (and the state to which abandoned funds are sent) is usually the state listed in the address you have provided for the Account. Typically, an Account is considered abandoned when there has been no customer-initiated activity for the period of years specified in the state law and no contact by the customer during that time. Since abandonment is determined based on customer-initiated activity, actions by DCU (such as paying dividends, processing automated deposits or withdrawals, or sending notices) do not keep an Account from being deemed to be abandoned. State abandoned property laws apply to all funds held by DCU, including Business Checking, Savings, Money Market, and Certificate Accounts, treasurer’s checks, and checks issued by DCU. A Certificate Account is usually deemed to be abandoned if no written communication is provided to DCU by the accountholder within the applicable period of years following (1) the original maturity date of a Certificate Account that does not provide for automatic renewal or (2) the maturity date of the first (1st) automatic renewal of a Certificate Account that provides for automatic renewal. After we turn abandoned funds over to the state, we have no further liability to you for the funds. You can usually reclaim the funds by filing an application with the appropriate state agency. Unless prohibited by applicable law, we may charge an abandoned property fee to your Account to cover our costs of sending notices, processing the Account, and remitting the funds to the state. Even if the time period for abandonment has not passed, if we consider your Account to be “inactive,” we may stop sending statements, charge your account dormant Account fees, and otherwise suspend activity on your Account until you contact us to reactivate the Account.
- 29. Business Days** – DCU’s business days are Monday through Friday, excluding DCU holidays.

- 30. Foreign Items and Foreign Currency** – A “foreign item” is a check or other payment order that is drawn on a financial institution or a branch of a financial institution located outside the United States. A foreign item may be payable in US dollars or in a foreign currency. “Foreign currency” is any currency other than United States dollars. You agree not to write a check or other payment order on your Account in any foreign currency. If we receive such a check or payment order, we are not required to process or pay it. If you deposit a foreign item in your Account, we are not required to process it and may return it to you. If we do elect to process it, we will do so only for collection and you are responsible for any processing fees or charges and any loss relating to the item, including but not limited to risk of loss in transit, the risk that the item may be returned unpaid, and the risk of changes in currency exchange rates. Foreign items are not subject to some US laws and regulations. For example, foreign items are not covered by funds availability laws and we are not required to credit your Account for the amount of a foreign item until we have collected good funds for it. If the item is returned unpaid or charged back to us after we have credited your Account for the item, you agree to reimburse us for the funds and we may reverse the credit to your Account or otherwise charge the amount of our loss to any Account you maintain with us. If you receive an item in foreign currency or ask us to send a payment in foreign currency, we will convert the funds from US dollars to the foreign currency or from the foreign currency to US dollars at a currency exchange rate that we determine in our discretion. We consider many factors in setting our currency exchange rates and our rates may differ from rates offered or used by other parties or offered or used by us under different circumstances. If we process a foreign item for collection, we use the exchange rate in effect on the date we credit the funds to your Account, not the rate in effect on the date we accept the item for collection. If we reverse a credit to your Account for the item at any time, we use the exchange rate in effect on the date of the reversal, not the rate we used to compute the original credit, even if this results in a loss to your Account.
- 31. Closing Your Account or Terminating Services** – Either you or DCU may close any of your Accounts (other than a Certificate Account) or terminate any service provided in connection with an Account, at any time, without advance notice. If you are requesting to close your Account, you must do so in writing. Closing a dividend-bearing account may result in the loss of any dividends that has accrued since the last posting of dividends to your Account. Additional penalties may apply to early withdrawals of funds from Certificate Accounts. A decision by either you or us to close an Account or terminate a service will not affect our existing obligations to each other, including any obligation you may have to pay fees or charges incurred prior to termination.
- 32. Amendments** – DCU has the right to amend this Agreement or to change the terms of any Account or service at any time. If an amendment would adversely affect you, we will post notice of the change in our branches, post the amended Agreement on our website, or send to you written or electronic notice of the amendment.
- 33. Notices** – Any notice that we send to you will be deemed effective when it is emailed to the most recent email address we have on record for you or delivered or mailed, postage prepaid, to the most recent address reflected in our Account records. Notices from you will be considered effective when we receive them at our main office. Mail notices to us at: Digital Federal Credit Union, 853 Donald Lynch Boulevard, P.O. Box 9130, Marlborough, MA 01752-9130, Attention: Deposit Services.
- 34. Contact Information** – You certify that the contact information you have provided to open your Account is accurate and you agree to notify DCU promptly of any change (such as a new residential or mailing address, phone number, or email address). You may notify DCU by contacting us in any of the ways listed under “Contact Us”.
- 35. Applicable Law** – All Accounts are governed by this Agreement, as in effect from time to time, and by applicable Federal and Massachusetts laws. If the Agreement conflicts with applicable law, it will be deemed to be amended to the extent necessary to comply with such law. The validity of the remaining terms of the Agreement will not be affected.
- 36. Evidence** – If we go to court for any reason, we can use a copy of any document to prove what you owe or that a transaction has taken place and the copy will have the same validity as the original. DCU may maintain records and produce a copy of any document by any method that accurately reproduces the original, including (but not limited to) electronic, photographic, microfilm, microfiche, and optical imaging.

III. Arbitration

- 1. Claims; Informal Resolution** – You and we agree to work informally and in good faith to resolve any disputes or claims between us or any Related Party arising out of or relating to any DCU Business Checking Accounts or Business Savings Accounts (including Money Market Accounts). (“Claims”). Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, including referencing your name and address on file with us and your DCU membership number; the basis for the Claims and the relief sought; and then, if requested in writing by either party, a telephonic or virtual meeting to discuss, in good faith, potential resolution of the Claims. During discussions, each party will honor the other’s reasonable requests for information relating to the Claim. For purposes of this Agreement, “Related Party” means our subsidiaries, affiliates, employees, officers, directors, and agents and any third party that pursues a Claim with you or on your behalf.
- 2. Applicable Rules and Procedures** – If a Claim has not been settled by such discussions within thirty (30) days and is not pursued in small claims court, either party may refer the Claim to binding arbitration before a single arbitrator in Massachusetts. Any question whether this arbitration provision is enforceable or a Claim is subject to arbitration will be decided by the arbitrator.

The arbitration, including the selection of the arbitrator, will be governed by the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules") in effect at the time of the arbitration. If there is a conflict between the AAA Rules and this Agreement, this Agreement will control. The arbitration will be conducted pursuant to the Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person or telephone hearing is necessary. The arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. The arbitrator shall follow the law and shall not be entitled to make errors of law. Notwithstanding the law applicable to your Account Agreement, this arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. Any determination as to whether this arbitration provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- 3. Costs and Expenses** – You and we will each pay our own expenses (including attorneys' fees).
- 4. Initiating Arbitration** – To initiate arbitration proceedings, a party must send a Demand for Arbitration to the other party and a copy of the Demand and the filing fee to the AAA. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). The form of Demand, the rules regarding payment of filing fees, the ways to submit a Demand to the AAA, and other information about the AAA Rules and the arbitration process are available from the AAA. Contact the AAA through its website at www.adr.org.
- 5. Applicable Law** – Any claim or defense that could be asserted in a court proceeding can be asserted in the arbitration and the arbitrator is entitled to award the same remedies that could be awarded in a court proceeding. Either party may ask the arbitrator for more information from the other party and the arbitrator shall decide such questions in his or her discretion, after allowing the other party an opportunity to object. The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations, any applicable attorney-client or work-product privilege, and any other applicable privilege. Some rights (such as the right to obtain information prior to arbitration and the rights to appeal a decision) may be more limited in arbitration than they would be in a court proceeding.
- 6. Decision and Right of Appeal** – The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the Arbitrator makes an error of law. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.
- 7. Waiver of Trial by Jury and Participation in Class Actions** – TWith respect to all Claims between you and DCU, regardless of whether the Claims are litigated in court or subject to arbitration: (1) WE BOTH WAIVE OUR RIGHT TO A JURY TRIAL and agree that the judge or arbitrator, sitting without a jury, will determine the rights and remedies of the parties with respect to all disputes, claims, or controversies between us; and (2) YOU WAIVE YOUR RIGHTS: (i) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, either as a class representative, class member, or class opponent, (ii) TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION, and (iii) TO JOIN OR CONSOLIDATE CLAIM(S) INVOLVING US WITH CLAIMS INVOLVING ANY OTHER ENTITY OR PERSON.
- 8. Exceptions** – This arbitration provision shall not apply to: (i) claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (ii) actions initiated by or against "covered borrowers" under the Military Lending Act; (iii) claims arising from a consumer credit transaction secured by a dwelling pursuant to the Truth in Lending Act and its regulations; or (iv) any other claims where arbitration is prohibited by law. Nothing contained in this arbitration provision shall prevent either we or you from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nothing contained in this arbitration provision shall prevent either us or you from exercising self-help remedies, including non-judicial foreclosure, repossession, or set off.

IV. Availability of Funds and Collection of Checks

- 1. Your Ability to Withdraw Funds** – DCU's policy is to delay the availability of funds that you deposit in your Account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks and deposited items that are returned to us unpaid and for any other problems involving your deposited items.

2. Determining the Availability of a Deposit – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday, and legal holidays that DCU observes.

- **Mail and Branch Deposit** – If you make a deposit in person at a DCU branch or by mail to DCU, we will consider the business day on which we receive it to be the day of your deposit. For other in-person deposits, see the Second-Day Availability and Second-Day Availability for New Accounts sections below.
- **Digital Banking Deposit** – If you make a deposit using Digital Banking so that we receive it at any time before 5:00 p.m. Eastern Time on a business day, we will consider the day we receive it to be the day of your deposit; otherwise, we will consider the next business day to be the day of your deposit.
- **ATM Deposit** – If you make a deposit at an Automated Teller Machine before 12:00 noon Eastern Time, we will consider the transaction date to be the day of your deposit; otherwise, we will consider the next business day to be the day of your deposit.

The length of time for which the availability of funds is delayed after the date of deposit varies depending on the type of deposit and is explained below.

3. Same-Day Availability – Funds from the following deposits are available on the day of deposit:

- Cash
- Electronic deposits, including wire transfers and pre-authorized credits (such as social security benefits and payroll payments), but not including check deposits sent to DCU through Digital Banking.
- The following checks, if they are payable to you (i.e. the check may not be originally payable to another party and then endorsed to you) and deposited in person at a DCU branch:
 - o Checks drawn on DCU
 - o Checks drawn on the United States Treasury
 - o Checks drawn on a Federal Reserve Bank or a Federal Home Loan Bank
 - o State and local government checks
 - o U.S. Postal Money Orders
 - o Cashier's, certified, and treasurer's checks
 - o Traveler's checks
 - o Checks issued by an insurance company if payable to you and DCU jointly and accompanied by a work order for work to be performed with the proceeds of the check
- The lesser of (1) \$225 or (2) if less, the remaining balance of all other deposits (except Foreign Checks and deposits made at an ATM not owned or operated by DCU).

4. Second-Day Availability – An additional \$5,300 or, if less, the remaining balance of all other deposits (except Foreign Checks and deposits made at an ATM not owned or operated by DCU) will be available on the second business day after the day of your deposit. If you do not make your deposit in person at a DCU branch (such as by making a deposit at a shared branch location), the funds may not be made available until the second business day after the day we are considered to have received your deposit.

5. Fourth-Day Availability – All other deposits (except Foreign Checks) will be available no later than the fourth (4th) business day after the day of your deposit.

6. Longer Delays May Apply – Funds you deposit by check may be delayed for a longer period than is described above under the following circumstances:

- We have reasonable cause to believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You or we redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment, suspension of payments by another financial institution, a war, or another emergency condition beyond DCU's control.

We will notify you if we delay your availability to withdraw funds for any reason, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) business day after the day of your deposit.

7. Deposits at Nonproprietary ATMs – Funds from any deposits (cash or checks) made at ATMs DCU does not own or operate will generally not be available until the fifth (5th) business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

8. Holds on Other Funds for Check Cashing – If DCU cashes a check for you that is drawn on another financial institution, it may delay your ability to withdraw a corresponding amount of funds that you have on deposit in an Account with DCU. The funds in your Account will be held for a period equal to the length of time the check would have taken to become available if it had been deposited rather than cashed.

9. Foreign Checks – A foreign check is a check drawn on a financial institution located outside the United States or on a branch of a U.S. financial institution located outside the United States. We accept foreign checks only for collection and your account will not be credited for the amount of a foreign check until we have collected good funds for it.

10. Special Provisions for New Accounts – If you are opening a new Account relationship, funds deposited in the Account may be subject to certain special availability rules (described below) for the first 30 days. Your Account is considered to be a “new Account relationship” if the Member entity is new to DCU. A Member entity is new to DCU unless, within the last 30 days, such Member entity had an Account that had been in existence for at least 30 days.

These special rules may apply during the first 30 days of a new Account:

Same-Day Availability for New Accounts – Funds from the following deposits are available on the day of deposit:

- Cash
- Electronic deposits, including wire transfers and pre-authorized credits (such as social security benefits and payroll payments), but not including check deposits sent to DCU through Digital Banking.
- The following checks, if they are payable to you (i.e. the check may not be originally payable to another party and then endorsed to you):
 - o Checks drawn on DCU
 - o Checks drawn on the United States Treasury
 - o Checks drawn on a Federal Reserve Bank or a Federal Home Loan Bank
 - o State and local government checks
 - o U.S. Postal Money Orders
 - o Cashier’s, certified, and treasurer’s checks
 - o Traveler’s checks
 - o Checks issued by an insurance company if payable to you and DCU jointly and accompanied by a work order for work to be performed with the proceeds of the check

Second-Day Availability for New Accounts – The lesser of (1) \$5,525 or (2) all other deposits (except Foreign Checks and deposits made at an ATM not owned or operated by DCU) will be available on the second business day after the day of your deposit. If you do not make your deposit in person at a DCU branch (such as by making a deposit at a shared branch location), the funds may not be made available until the second business day after the day we are considered to have received your deposit. Except as affected by these special rules, DCU’s standard availability of funds policy continues to apply to new Accounts.

V. Electronic Fund Transfers

From time to time, you may authorize someone other than us to transfer money electronically to or from your Account. For example, you can make an “electronic payment” of an amount you owe by authorizing a third party to transfer the payment amount from your Account electronically. You can receive “electronic deposits” of amounts owed to you if you instruct the third party who pays you those amounts to deposit the payment into your Account electronically.

This Part of this Account Agreement contains the terms and conditions applicable to our electronic fund transfer services. Some of the specific types of electronic fund transfer services offered by DCU are covered by Sections 1 (Electronic Check Conversion) and 2 (ATM and Debit Cards). The provisions in Section 3 apply to all types of electronic fund transfer services that we may make available to you.

1. Electronic Check Conversion – You may authorize a merchant, business, or other payee to make a one-time electronic payment from your Account using information from a check you used to pay for purchases or to pay for bills. Some businesses use a procedure to convert checks that are drawn on your Account with us into electronic debits. The business passes your check through a machine that captures the Account routing number, check amount and other relevant information, and then either returns the check to you or destroys it. An electronic debit for the transaction amount is then sent to us. When we receive the electronic debit, we charge it to your Account immediately after the business enters the transaction. Since the check is not sent to us for processing, we do not have a copy of your check. You should retain the check for your records if the business returns it to you. These electronic debits are listed on your Account statement and will reflect the check number if that information was provided to us by the business.

2. ATM and Debit Cards

- a. **DCU Cards** – This section covers both ATM Cards and Debit Cards. A DCU ATM Card allows you electronic access to the DCU Accounts you have selected, but cannot be used on the Visa® payment network. A DCU Debit Card allows you electronic access to the DCU Accounts you have selected at all locations that accept DCU ATM Cards plus anywhere that accepts Visa cards. When this Agreement refers to “DCU Cards” or “Cards,” we mean both ATM and Debit Cards. You must sign your Card immediately when issued to you and understand that the Card is our property. If you or we terminate this Agreement or the portion of this Agreement covering your Card, you agree to cut the Card in half and return it to us promptly.

- b. **Using Your DCU ATM** – You can use your DCU ATM Card at the following types of locations:
- DCU ATMs (also referred to as “Proprietary ATMs”) – These are ATMs that are located at DCU branches or that are labelled with DCU’s name.
 - Non-DCU ATMs (also referred to as “Shared Network ATMs”) – These are ATMs that are not labelled with DCU’s name, but that display the logo for a Network in which we participate (“Shared Network”). The Shared Network logos are posted on our website.
 - Point of Sale (“POS”) terminals that display any of the Shared Network logos (“Shared Network POS terminals”).
- c. **Using Your DCU Debit Card** – You can use your DCU Debit Card at the following types of locations:
- Proprietary ATMs
 - Shared Network ATMs and POS terminals
 - Any ATM or Point of Sale (POS) terminal that displays the Visa® logo
 - Any merchant location that accepts Visa® debit cards
- d. **Use of PIN** – For ATM and PIN POS transactions, the DCU Card works by use of a Personal Identification Number (“PIN”) that you agree to keep secret and not write on your Card. For non-PIN POS transactions, you would sign or authorize the transaction electronically, with no PIN required.
- e. **Types of DCU Card Transactions** – You may use your DCU Card for certain types of transactions at the ATMs and POS terminals described above. Not every ATM and POS terminal will permit you to perform every types of transaction. Each use of your Card will be an order for that transaction and will be equivalent to signing an authorization for that transaction. Except as otherwise provided by law, you agree to be responsible for all transactions performed with your Card and you agree that you will not authorize any person who is not an Authorized Signatory to use your Card. During the hours that the ATMs and POS terminals are accessible to the general public, you may use your Card for any of the types of transactions listed below. You may only access Accounts designated by you and approved by us for these transactions. Some of these services may not be available at all ATM and POS terminals at all times.
- f. **Currency Conversion and International Transactions** – If you make a transaction with your ATM or Debit Card in a currency other than U.S. dollars, Visa® will convert the amount of the transaction in foreign currency to a U.S. dollar amount. To make this conversion, Visa will use the procedure set forth in its operating regulations. Those regulations provide that Visa may make the conversion to U.S. dollars using either a government-mandated exchange rate or a wholesale exchange rate selected by Visa. In either case, the rate used will be the rate in effect on the day Visa processes the transaction, which may differ from the rate in effect on the date the transaction occurred or when it posted to the Account. You agree that your Account will be charged the U.S. dollar amount converted from a foreign currency as provided in this paragraph.
- g. **Inactive Cards** – We may invalidate your Card if it has not been used at an ATM or POS terminal for a period of time that DCU deems to be extended or if the designated Accounts linked to your Card become invalid or are closed. If we invalidate your Card, the Card will no longer be accepted for any transaction. To obtain a new Card, you must reapply. We may charge a reissuance fee for the replacement Card.
- h. **ATM and POS Fees by Third Parties and non-DCU ATM Fees** – When you use a non-DCU ATM, you may be charged a fee by the owner or operator of an ATM or POS terminal and by the network that completes the transaction, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. DCU cannot control the amount of such fees. Read posted or screen notices carefully to determine whether such fees will be imposed at a particular ATM or POS terminal and, if so, what the amount of the fee will be. DCU may charge fees for use of non-DCU ATMs. See our Schedule of Fees and Service Charges. DCU may charge multiple Non-DCU ATM Transaction Fees if you execute multiple transactions, such as a balance inquiry, transfer, and/or withdrawal, even if such transactions are performed within a single ATM session.

3. General Provisions Applicable to All Electronic Fund Transfers

- a. **Personal Identification Number (PIN)** – You must obtain a PIN to make electronic fund transfers. Your PIN is confidential, and you agree not to reveal it to anyone else. You also agree that we may rely on the authority of anyone who provides your PIN at the time of making an electronic fund transfer. You agree to tell us immediately if someone other than Authorized Signatories learns your PIN.
- b. **ACH Rules** – You agree that any transfer of funds to or from your Account initiated through the New England Automated Clearing House Association or any other automated clearing house (ACH) association will be subject to the rules of such association, including the rule that our payment of a funds transfer is provisional until we receive final settlement for the transfer. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry. DCU will use reasonable efforts to complete an ACH transaction in accordance with your instructions if given in accordance with this Agreement. If the instructions include a receiving institution’s name and ABA number that are inconsistent, the transaction may be completed on the basis of the ABA number; if any recipient’s name and account number are inconsistent, the transaction may be completed on the basis of the account number. If we accept on your behalf payments to your Account that have been transmitted through an ACH, your rights

and obligations with respect to such payments shall be construed in accordance with the operating rules of the National Automated Clearing House Association (NACHA). You agree to comply with all applicable rules, regulations and laws in effect. Failure to comply with applicable ACH rules could result in liability for fines and other penalties assessed against DCU pursuant to those rules, which you agree to pay directly or to reimburse to DCU. Under the applicable ACH rules, we are not required to give next-day notice to you of the receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you. NACHA requires receiving institutions to perform additional handling of electronic deposits or electronic payments originated from or through another country, which may cause posting delays. Accordingly, electronic deposits received from or through foreign sources will not be available until the next business day following receipt of the deposit. If your Account receives a corporate ACH entry that is unauthorized, you must request that DCU return the item the following business day after the settlement date. If the report is made orally, we may require that you send the request in writing. For certain improper authorized remote check entries, you may notify DCU within 60 calendar days of settlement date of the transaction. If the report is made orally, we may require that you send the complaint or question in writing within 10 business days following the date you notified us. We may return any ACH debit entry (including charges from checkbook vendors) when there are not enough available funds in the account to cover payment of the entry. ACH transfers that you initiate are also subject to the terms and conditions of any other agreement you enter into with DCU governing such transactions.

- c. **DCU's Liability** – We have no liability or responsibility if, for any reason, the DCU Debit Card is not honored at any ATM or POS terminal.
- d. **Merchant Dispute** – If you have a dispute with a merchant over a DCU Debit Card transaction, you must first attempt to resolve the dispute directly with the merchant before reporting the dispute to DCU. It will also be necessary to put the information about the dispute in writing, including the date, amount, and location of the transaction and the reason for the dispute, together with a copy of the sales draft in question and submit this written dispute to the address indicated in Section V(3)(e).
- e. **If Your Card is Lost, Stolen or Used Without Your Authorization** – You must notify us immediately by calling DCU at 1-800-328-8797 if you believe your Card or PIN has been lost or stolen or if you believe that there has been an unauthorized transfer or transaction on your Account. If you permit someone to use your Card, you are liable for any transactions made by that person, even if that person exceeds the authority you have given them. You must give DCU notice, in writing, if you revoke any such authorization. If you notify DCU by telephone of a dispute, problem, or unauthorized transaction, you must follow up with written notice. This written notice must be delivered to:

Digital Federal Credit Union
Attention: Card Services
853 Donald Lynch Boulevard
P.O. Box 9130
Marlborough, MA 01752-9130

within three (3) days of your telephone notice. Reporting fraudulent use, loss, or theft of your DCU Visa Debit Card within twenty-four (24) hours of discovery is the best way to reduce the associated inconvenience of fraud losses. You agree to assist us in our attempts to recover any losses from unauthorized Card users and to assist in their prosecution.

- f. **Documentation of Transactions and Notification of Errors** – All your Debit Card purchase transactions originated using your DCU Debit Card will be reflected on your monthly Business Checking Account statement. You agree to inspect such statements and to notify us immediately of any erroneous, improper, or unauthorized entry into the Business Checking Account.
- g. **Limitations on Card Transactions** – DCU may set and enforce limitations on the frequency and dollar amount of electronic fund transfers, and any other limitations, without notice to you. DCU may change any such limitations at any time, without notice to you. You also agree that we may utilize other security mechanisms that might limit the use of your Card, which we may change from time to time, without notice to you.
- h. **Termination of Electronic Fund Transfer Services** – DCU may terminate any or all of its electronic fund transfer services or revoke your Card(s) at any time, without notice to you. You may terminate any electronic fund transfer service by sending DCU written notice of termination and, if you are terminating your Card, by cutting your Card in half and returning the pieces to DCU. Whether you terminate a service or we do, the termination will not affect your existing obligations, even if we allow any transaction to be completed after the service has been terminated.



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