The DDM℠ Program with the IDEA Allocation℠ Feature
(Earn More Feature)
Terms and Conditions
Last Modified: 8/28/2019

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION AGREEMENT (SECTION IV). UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION AGREEMENT, ARBITRATION CAN HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PURSUE OR PARTICIPATE IN A CLASS ACTION LAWSUIT. YOU MAY REJECT THE ARBITRATION AGREEMENT AS EXPLAINED IN SECTION IV(H) (RIGHT TO OPT-OUT) BELOW.

I. Introduction

A. DDM Program. The DDM℠ Program with IDEA Allocation℠ Feature ("Program") is offered by Digital Federal Credit Union ("DCU", "we", "us", and "our") as an option to sweep an amount of your cash balances held in your DCU share draft account ("DCU Account") that exceeds the target balance ("Target Balance"), and up to the maximum Program deposit amount ("Maximum Deposit Amount"), each as stated on the related the Program disclosure sheet ("DDM Disclosure"), incorporated herein by this reference and as amended from time to time, into insured accounts at FDIC member financial institutions. In the terms and conditions set forth herein ("Terms and Conditions"), the words "you" and "your" mean each DCU member who is bound by these Terms and Conditions. By signing these Terms and Conditions, you agree to be enrolled into the Program and be bound by these Terms and Conditions effective as of the date you enroll into the Program. Your funds will be deposited in money market deposit accounts ("MMDAs") and demand deposit accounts ("DDAs"; MMDAs together with DDAs, "Program Deposit Accounts") with those receiving financial institutions ("Receiving Financial Institutions" or "financial institutions", and your funds in these financial institutions are hereinafter referred to as "Program Deposits"), subject to the limitations described herein. By enrolling into the Program, you appoint DCU as your authorized agent pursuant to the Terms and Conditions set forth herein. Stable Custody Group II LLC ("Stable") operates the Program as an administrator. Unless terminated by DCU, your authorization and agency appointment of DCU shall remain in effect until termination in accordance with these Terms and Conditions, and DCU has been afforded a reasonable opportunity to act on such termination. YOU UNDERSTAND THAT BY ENROLLING IN THE PROGRAM, YOU ARE INSTRUCTING DCU TO DIRECT THE AMOUNT OF YOUR FUNDS IN THE DCU ACCOUNT THAT EXCEEDS THE TARGET BALANCE TO THE PROGRAM DEPOSIT ACCOUNTS AT THE RECEIVING FINANCIAL INSTITUTIONS UP TO THE MAXIMUM DEPOSIT AMOUNT. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT DCU.

B. Insurance Eligibility. While your funds are in the DCU Account, your funds are eligible for NCUA insurance and are not eligible for FDIC insurance. After your funds are swept into the Program Deposit Accounts and thereby become Program Deposits, such Program Deposits become eligible for FDIC insurance and are not eligible for NCUA insurance.

C. “Business Day”. For the purposes of these Terms and Conditions, “Business Day” means any day, except Saturday, Sunday, and federal holidays.

D. Contact DCU. If you have questions regarding the Program, you may contact DCU using any of the methods below.

- Call our Information Center at: 800-328-8797 weekdays from 8:00 a.m. to 9:00 p.m. and Saturdays from 9:00 a.m. to 3:00 p.m. Our Information Center is not staffed on Sundays or federal and DCU holidays
- Write to us at:

  Digital Federal Credit Union
  220 Donald Lynch Boulevard
E. Risks of the Program.

1. During the Business Day when your Program Deposits are transferred and being deposited into the Program your funds will be held for a limited amount of time intraday at one Receiving Financial Institution (“Intermediary Receiving Financial Institution”) prior to being allocated and distributed among other Receiving Financial Institutions. While your funds are held intraday at the Intermediary Receiving Financial Institution, to the extent your funds exceed the current SMDIA (defined in Section II(D)(5) below), such funds may be uninsured. Once distributed from the Intermediary Receiving Financial Institution to the Receiving Financial Institutions, the funds will be insured. Stable has adopted procedures and controls to ensure the movement of funds in a timely manner each day and expects that your funds will be sent by the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions by the close of business each day. However, in the event of a failure of wire transfer systems or communication facilities or other causes beyond Stable’s control, resulting in your funds not being sent from the Intermediary Receiving Financial Institution to the other Receiving Financial Institutions in a timely manner and remaining at the Intermediary Receiving Financial Institution, your funds could, to the extent they exceed the current SMDIA, be uninsured until the next Business Day.

2. To the extent that DCU is not able to implement your request to exclude a particular Receiving Financial Institution at which you have existing balances, there is a risk that all or portion of your funds allocated to such Receiving Financial Institution by the Program will not be FDIC insured.

3. In the event of a failure of a Receiving Financial Institution, there may be a time period during which you may not be able to access your money. If you have money at a Receiving Financial Institution outside the Program, this will negatively impact the availability of FDIC insurance for the total amount of your funds held within and outside the Program. If your deposits in a Receiving Financial Institution exceed the then current SMDIA of such financial institution, the excess funds are not covered by the FDIC deposit insurance.

4. Where your funds are held in MMDAs, the return of your funds may be delayed. Receiving Financial Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA. See 12 C.F.R. § 204.2(d)(1).

II. Program Terms

A. Account Eligibility. In order to obtain FDIC insurance in the Program, you must provide proper tax identification information to DCU.

B. Relationship with Stable. Stable is acting as DCU’s agent, and DCU is acting as your agent in establishing and maintaining deposit accounts at Receiving Financial Institutions. The allocation process administered by Stable determines into which Receiving Financial Institution(s) your money will be deposited to achieve up to the maximum amount of FDIC insurance available to you through the Program. See Section II(I),
Allocations to Receiving Financial Institutions.

C. Information about Stable. Stable is a Delaware limited liability company. Stable is not a credit union, bank, broker-dealer, or investment adviser. None of the Receiving Financial Institutions is an affiliate of Stable.

D. Sweep Process, Deposits, and FDIC Insurance.

1. Your funds intended for deposit into the Program must be placed through a DCU Account and cannot be placed directly by you with Stable or any of the Receiving Financial Institutions. You may select only one DCU Account for the Program at a time. You may select either a DCU Free Checking Account or a DCU Dividend Checking Account for the Program. If you choose to activate the Program on a DCU Dividend Checking Account, the dividend feature related to the DCU Dividend Checking Account will no longer apply. You will not receive any dividends on the funds that remain in such DCU Dividend Checking Account. Furthermore, if you choose to activate the Program on a DCU Dividend Checking Account, you will not be able to revert to a DCU Dividend Checking Account; instead, upon any termination of the Program on your DCU Account, your DCU Account will be a DCU Free Checking Account.

2. You promise that your funds in the DCU Account shall be irreversible and not subject to any lien, adverse claim, or encumbrance.

3. Except as otherwise provided in these Terms and Conditions, DCU will sweep any amount of funds in the DCU Account that exceeds the Target Balance into the Program on the next Business Day after the Business Day on which such amount of funds exceeds the Target Balance. DCU will sweep funds into the Program until the total amount of your Program Deposits is equal to the Maximum Deposit Amount. If the funds to be swept from your DCU Account into the Program would cause your Program Deposits to exceed the Maximum Deposit Amount, then such excess funds will remain in your DCU Account. Funds are swept from your DCU Account into the Program once each Business Day and the amount of funds subject to the sweep is calculated using the balance at the end of the prior Business Day.

4. When you activate the Program (no later than the last calendar day of a calendar month) and agree to these Terms and Conditions, you will be enrolled into the Program and DCU will initiate the sweep process on the first Business Day of the calendar month following the calendar month during which you activate the Program.

5. Your Program Deposits will be allocated to one or more omnibus Program Deposit Accounts maintained at the Receiving Financial Institutions held in the name of “Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institution, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others.” See Section II(I), Allocations to Receiving Financial Institutions. FDIC coverage is available up to its standard maximum deposit insurance amount, which is $250,000 per legal category of account ownership at each financial institution (“SMDIA”). Your Program Deposits are placed into accounts at the Receiving Financial Institutions to provide you with up to $250,000 of FDIC insurance per Receiving Financial Institution, subject to certain exceptions described in these Terms and Conditions. The $250,000 limit (i.e., the SMDIA) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Financial Institution. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Financial Institution fails. FDIC deposit insurance is backed by the full faith and credit of the United States. Your Program Deposits will not be insured by the National Credit Union Administration.

6. Because DCU, the Receiving Financial Institutions, and Stable are unaware whether you have any money on deposit outside of the Program in a Receiving Financial Institution that money will not be taken into account when your funds in the Program are allocated to a particular Receiving Financial Institution. Therefore, you are responsible for monitoring the list of Receiving Financial Institutions that hold your deposits. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making the same change for all
Members. For this reason, DCU will not be able to implement any request to exclude a particular Receiving Financial Institution. See Section I(E), Risks of the Program. For example, if the then current SMDIA is $250,000 and you have a non-Program deposit account at Financial Institution A of $200,000 and you also have $60,000 in the Program Deposits account at the same Financial Institution in the same legal category of ownership, only $250,000 of your $260,000 is insured by the FDIC.

7. In the event that a Receiving Financial Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then-current SMDIA per legal category of account ownership will be made to you. Although the FDIC normally makes these payments within a few days of taking possession of a financial institution as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

8. Your account ownership will be evidenced by an entry on records maintained by DCU for each of the Receiving Financial Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit Account, such as a passbook or certificate. AT ANY TIME, YOU MAY CONTACT DCU TO OBTAIN A LIST OF RECEIVING FINANCIAL INSTITUTIONS THAT HOLD YOUR FUNDS.

E. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships.

1. To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership. In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors. The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC’s regulations set forth at 12 C.F.R. Part 330.

2. The FDIC’s regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the SMDIA (currently $250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your funds in your DCU Account are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

3. For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC’s web site at www.fdic.gov. You also may wish to utilize “EDIE The Estimator,” the FDIC’s electronic insurance calculation program, which is found at https://www.fdic.gov/edie/index.html. Other information regarding FDIC insurance coverage may be found at the “Deposit Insurance” section of the “Quick Links for Consumers & Communities” on the FDIC’s web site at http://www.fdic.gov/quicklinks/consumers.html.

F. Withdrawals.

1. Withdrawals from your Program Deposits are made through your DCU Account and cannot be made
directly by you through Stable or any of the Receiving Financial Institutions. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your DCU Account are processed through your DCU Account rather than through the Program Deposit Accounts. If your withdrawals from your DCU Account reduce the balance in your DCU Account below the Target Balance at the end of a Business Day, an amount of your Program Deposits sufficient to cover such amount will be automatically withdrawn from the Program Deposit Accounts and deposited into your DCU Account to satisfy such DCU Account withdrawals. Funds from the Program Deposits will generally be available to you on the same day you make the withdrawal request. In the event that DCU does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Financial Institutions fail to send funds as instructed by Stable or Receiving Financial Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be delayed.

2. You agree that DCU may cause your Program Deposits to be withdrawn from the Receiving Financial Institutions at any time in any amount: (a) as required or authorized under your other agreements with DCU; (b) to satisfy the requirements of any applicable law, rule, or regulation applicable to you, your funds, or any account (including the Program Deposit(s)); (c) to satisfy any overdraft or other liability owed to DCU under these Terms and Conditions or your other agreements with DCU; or (d) as otherwise authorized by applicable law, rule, or regulation applicable to DCU. DCU may set-off and charge against your DCU Account or Program Deposit(s), any liability, obligation, or indebtedness that you owe to DCU, including without limitation any line of credit, loan, or other extension of credit made by DCU to you and the amount of any fees and charges owed by you to DCU. DCU may, but is not obligated to, satisfy any transfer using funds of DCU or otherwise to extend or grant credit (including intra-day credit) to accomplish any transfer request or order related to the Program.

G. Ability to Exclude Receiving Financial Institutions.

1. At any time, you can contact DCU to obtain the most recent list of Receiving Financial Institutions. While Stable will cooperate with DCU to select appropriate Receiving Financial Institutions, once funds of Members are allocated, Stable will not be able to modify the selection of Receiving Financial Institutions due to the needs of any particular Member without making such change for all Members.

2. You can obtain publicly available financial information concerning any of the Receiving Financial Institutions at http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342). Neither Stable nor DCU is responsible for any insured or uninsured portion of any deposits at any Receiving Financial Institution or guarantees the financial condition of any Receiving Financial Institution or the accuracy of any publicly available financial information concerning a Receiving Financial Institution.

H. Your Responsibility to Monitor Your Deposit or Investment Options. Neither Stable nor DCU has any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As returns on the Program Deposits, your personal financial circumstances and other factors change, it may be in your financial interest to change your deposit instructions. You may determine what options are available and the current rates and returns thereon at any time by calling DCU.

I. Allocations to Receiving Financial Institutions.

1. Stable establishes an omnibus Program Deposit Account on behalf of DCU and other sending institutions. You authorize DCU to act as your agent and DCU authorizes Stable to act as its agent at each Receiving Financial Institution holding your funds. The Program Deposit Account constitutes a direct obligation of the Receiving Financial Institution and is not directly or indirectly an obligation of Stable or DCU. In the event a Receiving Financial Institution rejects additional deposits, withdraws entirely, or is terminated from participation, then you authorize and direct DCU and Stable, as an agent of DCU, to move your deposits to another Receiving Financial Institution.

2. A list of the current Receiving Financial Institutions accompanies these Terms and Conditions. Each Receiving Financial Institution is a separate FDIC-insured depository institution. Each Receiving Financial Institution has a target level of deposits that it wishes to accept through the Program. Stable
may include additional Receiving Financial Institutions to expand the capacity available to underlying customers of the Sending Institutions, including DCU. Receiving Financial Institutions may decide to no longer participate in the Program, or may be removed by Stable for no longer satisfying Program requirements; e.g., no longer “well-capitalized” as defined by the FDIC. You can contact DCU at any time for the current list of Receiving Financial Institutions. You cannot specify an amount of funds to be allocated to specific Receiving Financial Institutions.

3. The IDEA feature, or Insured Deposit Equal Allocation feature, allows DCU the ability to provide its Members, including you, with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled “DCU for the exclusive benefit of its Members, acting for themselves and/or acting on a fiduciary capacity for others”. The omnibus balance is allocated among the number of Receiving Financial Institutions indicated on the DDM Disclosures up to the maximum FDIC insurance coverage at each Receiving Financial Institution. Each Member’s account balance, including yours, will be allocated to each selected Receiving Financial Institution in the same proportion that the total omnibus balance is allocated to each Receiving Financial Institution.

J. Interest.

1. We may refer to “interest” and “interest rate” as “dividend” and “dividend rate”, respectively, in these Terms and Conditions, the Program rate sheet, and related documents.

2. The interest rate and annual percentage yield ranges are set forth on the Program rate sheet which is posted on DCU’s website, incorporated herein, and may be amended by DCU from time to time by posting on DCU’s website and providing any other notice, as permitted and/or required by applicable law. Your interest rate and annual percentage yield may change. The Annual Percentage Yield (APY) column shows a range between the lowest and highest APY for each balance tier. The APY range is determined using both the minimum and maximum principal amount. The lower end of the APY range is calculated based on the total amount of interest earned for a year, assuming the minimum principal amount required to earn the interest rate for that tier. The higher end of the APY range is calculated based on the amount of interest earned for a year, assuming the maximum principal amount that could earn that same interest rate.

3. At our discretion, DCU may change the interest rate payable through the Program. DCU may change the interest rate payable through the Program at any time. We will notify you of such change by posting an updated Program rate sheet to DCU’s website and providing any other notice, as permitted and/or required by applicable law. The interest rate paid to you is paid by the Receiving Financial Institutions. There are no limitations on the amount by which the interest rate may change. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. If your DCU Account is closed or your participation in the Program is terminated before interest is credited, you will not receive the accrued interest. Interest is compounded and credited monthly. The daily balance method shall be used to determine the interest paid. This method applies a daily periodic rate to the principal in the account each day. Interest on Program Deposits begins to accrue no later than the “day of deposit” (as this term is defined in DCU’s Funds Availability Policy) into the DCU Account for your deposited cash and noncash items (for example, checks).

4. The interest rate may be higher or lower than the rates available to depositors making deposits directly with Receiving Financial Institutions or with other depository institutions in comparable accounts. You should compare the terms, interest rates, required minimum amounts, charges, and other features of the Program with other accounts and investment alternatives.

K. Fees. Each Receiving Financial Institution pays to Stable a fee for its services related to your funds held in the Program at that particular Receiving Financial Institution. DCU may also receive a fee for its services related to the Program and such fees may reduce the interest rate offered through the Program. You agree to pay any fees and/or charges disclosed to you that DCU may impose related to the Program.

L. Account Statements; Errors.
1. You will receive a periodic account statement with a Program insert from DCU. Interest earned for the period covered will appear on your account statement. You will not receive a separate statement from the Receiving Financial Institutions. Your account statement will be provided to you periodically in accordance with DCU's policies. You should retain all account statements.

2. You must notify DCU immediately of any problems or errors noted in your account statement and/or Program insert in no event later than sixty (60) days after the date of the account statement in which the problem or error first appeared.

M. Tax Reporting. The interest that you receive from your Program Deposits is generally fully subject to state and federal tax. To the extent required, an IRS Form 1099 will be sent to you by DCU each year, showing the amount of interest income you have earned from your Program Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

N. Business Continuity. In the event you are unable to contact DCU due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at 866-237-2752 for account information.

III. Other Terms

A. Limits on Transfers from MMDAs under Regulation D. Federal banking regulations limit the transfers from money market deposit account to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Financial Institutions. These limits on transfers will not limit the number of withdrawals you can make from your Program funds, the interest rate you earn or the amount of FDIC insurance coverage for which you are eligible.

B. Inactive Accounts. DCU and the Receiving Financial Institutions may be required by law to turn over (escheat) funds in your Program Deposit Account to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If funds are remitted to the state, you may file a claim with the state to recover the funds.

C. Transferability. Program Deposits may not be transferred by you. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding on Stable or the Receiving Financial Institutions unless and until sufficient, acceptable documentation has been received.

D. Termination. Either DCU or Stable may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your DCU Account, your associated Program Deposit account will also be closed and your funds will be distributed out to you by either, at DCU’s sole discretion, depositing such funds into your DCU share account or sending to you a check.

E. Ordinary Care. Any failure by DCU, Stable, or any Receiving Financial Institution to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Financial Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in Massachusetts, any rule or regulation of the Commonwealth of Massachusetts, the Federal Reserve, NCUA, or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

F. Alternatives to the Program. By enrolling in the Program, you agree to these Terms and Conditions. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be deposited into your DCU Account.

G. Tax Withholding. Stable may be required to instruct the Receiving Financial Institutions to withhold U.S. federal income tax at the prevailing rate on all taxable distributions payable to certain depositors who fail to provide their correct taxpayer identification number or to make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Interest earned on
H. **Limitation of Liability.** EXCEPT AS MAY BE OTHERWISE REQUIRED BY THESE TERMS AND CONDITIONS AND APPLICABLE LAW, DCU AND STABLE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THESE TERMS AND CONDITIONS. WITHOUT LIMITING THE FOREGOING, DCU AND STABLE WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH DCU AND STABLE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (e.g., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (II) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR (III) ANY GOOD-FAITH ACT OR OMISSION BY DCU AND STABLE IN CONNECTION WITH THESE TERMS AND CONDITIONS. YOU AGREE TO INDEMNIFY DCU AND STABLE, AND TO HOLD DCU AND STABLE HARMLESS FROM, ALL EXPENSES (INCLUDING ATTORNEY’S FEES), LIABILITIES, AND CLAIMS ARISING OUT OF ANY GOOD-FAITH ACT OR OMISSION BY DCU AND STABLE IN CONNECTION WITH THESE TERMS AND CONDITIONS OR COMPLIANCE WITH ANY LEGAL PROCESS RELATING TO THE PROGRAM THAT DCU AND STABLE BELIEVE (CORRECTLY OR OTHERWISE) TO BE VALID.

I. **Legal Process.** Stable, DCU, and the Receiving Financial Institutions may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. You agree to indemnify, defend and hold Stable, DCU, and the Receiving Financial Institutions harmless from all actions, claims, liabilities, losses, costs, attorneys’ fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. You further agree that Stable, DCU, and the Receiving Financial Institutions may honor legal process that is served personally, by mail, or by facsimile transmission at any of their 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 your Program Deposit records are maintained.

J. **Amendment.** DCU may amend the provisions of these Terms and Conditions, including the DDM Disclosure and Program rate sheet, prospectively by giving you written or electronic notice of the amendment upon the effective date of the amendment, which will be specified in the amendment. We will indicate that amendments to these Terms and Conditions have been made by updating the date indicated after “Last modified:” at the beginning of these Terms and Conditions. We may provide written notice of the amendment to you by means of an entry on your account statement, an email message, a printed letter, or by posting the amendment/amended version on our website.

K. **Delegation.** DCU may delegate certain of our duties under these Terms and Conditions to a third party of its choosing. Except as otherwise stated herein, these Terms and Conditions may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

L. **Waiver.** Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

M. **Severability.** If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect.
and shall in no way be affected, impaired or invalidated.

N. **Entire Agreement.** These Terms and Conditions and any other documents provided by DCU to you in connection with the Program constitute the entire agreement between DCU and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between DCU and you with respect to the subject matter hereof. You understand that your access to and use of DCU’s other products and services, including the DCU Account, will remain subject to the terms and conditions of all existing agreements between you and DCU. Please review our other agreements with you, as applicable, for important information about your rights and responsibilities.

O. **No Representations or WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, NEITHER STABLE NOR DCU MAKES ANY REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INFRINGEMENT.

P. **Binding Effect.** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable shall be a third party beneficiary hereof.

Q. **Governing Law.** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, DCU and Stable may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that DCU and Stable are not required to notify you of a change in those rules, except to the extent required by applicable law.

R. **Interpretative Provisions.** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in these Terms and Conditions, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. References to any document provided by DCU to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

IV. **ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION**

A. **Claims.** You and we agree to work in good faith to resolve any disputes or claims between us or any Related Party arising out of or relating to these Terms and Conditions (“Claims”). During discussions, each party will honor the other’s reasonable requests for information relating to the Claim. For purposes of these Terms and Conditions, “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.

B. **Small Claims Court.** If a Claim has not been settled by such discussions within thirty (30) days and is within the jurisdiction of the small claims court, either party may seek relief in small claims court. Either party may apply 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.

**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 arbitration before a single arbitrator
at a location near you that we agree is reasonably convenient for both of us or, if we are unable to agree, at a location determined by the American Arbitration Association. Any question whether this arbitration provision is enforceable, or a Claim is subject to arbitration will be decided by the arbitrator; provided, however, the enforceability of the Class Action Waiver below shall be decided only by a court. The arbitration, including the selection of the arbitrator, will be governed by the Consumer 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 these Terms and Conditions, these Terms and Conditions 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. 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.

C. Costs and Expenses. You and we will each pay our own expenses (including attorneys’ fees). We will pay the costs of arbitration. If you prevail in the arbitration, we will pay or reimburse you for any costs of the arbitration that you paid to the AAA (but not your attorneys’ fees). If we prevail in the arbitration, you are not required to pay or reimburse us for any costs of arbitration that we paid.

D. 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. 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 American Arbitration Association. Contact the AAA through its website at www.adr.org.

E. 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, including any type of injunctive relief. 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.

F. Decision and Right of Appeal. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. If the arbitrator makes an error of law, the resulting award may be appealed in court. 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.

G. Right to Opt Out of Arbitration. You have the right to opt-out of this arbitration provision if you do so within 30 days after we provide this arbitration provision to you. If you receive your statements by mail, then this arbitration provision was provided to you when it was mailed. If you receive your statements electronically, then it was provided to you when you were sent notice electronically. Opting out will not affect any other terms and conditions of these Terms and Conditions or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS AFTER WE PROVIDE THIS ARBITRATION PROVISION TO YOU. Your opt-out notice can be a letter that is signed by you or a secure email (through DCU’s website) sent by you that states "I elect to opt out of the arbitration provision in the DDM Terms and Conditions for Account # <insert number>" or any words to that effect. In order for your opt-out notice to be effective, we must receive it at the physical address or DCU’s website shown under “Contact DCU” on page 1 of this document within 30 days from the date we provided this arbitration provision to you. An election to opt out applies only to these Terms and Conditions. Arbitration will apply to any Claims between us relating to these Terms and Conditions if we do not receive an opt-out notice as described in this paragraph.

H. Waiver of Trial by Jury and Participation in Class Actions. With 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 PERSON. In the event the Class Action Waiver described in this paragraph is found to be unenforceable for any reason, the remainder of this arbitration provision shall also be unenforceable. If any provision in this arbitration provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

DO NOT SIGN BELOW UNLESS YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

Member Signature: _____________________________________________________________
TARGET BALANCE: $ 0.00

MAXIMUM DEPOSIT AMOUNT: $ 25,000.00

RECEIVING FINANCIAL INSTITUTION(S) ALLOCATION: 50%: Columbia Bank, Tacoma, WA 50%: Renasant Bank, Tupelo, MS

DCU CHECKING ACCOUNT WITH EARN MORE FEATURE RATE SHEET

<table>
<thead>
<tr>
<th>DCU CHECKING ACCOUNT WITH EARN MORE FEATURE BALANCE</th>
<th>INTEREST RATE (DIVIDEND RATE)</th>
<th>ANNUAL PERCENTAGE YIELD (APY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 to $25,000.00</td>
<td>0.50%</td>
<td>0.50%</td>
</tr>
<tr>
<td>$25,000.01 and above</td>
<td>0.00%</td>
<td>Ranges from 0.50% (balance of $25,000.01) to 0.01% (assuming maximum balance of $1,000,000.00)</td>
</tr>
</tbody>
</table>

The above table describes the Earn More feature balance tiers. This includes the balance amounts for each tier, as well as the dividend rate and Annual Percentage Yield (APY) that correspond to each tier.

The APY column shows:
- a single APY, if one APY is earned irrespective of the balance amount for that tier; or
- a range between the highest and lowest APY for each balance tier, if more than one APY may be earned depending on the balance in the checking account with the Earn More feature attached. One end of the APY range is calculated based on the total amount of dividend earned for a year on the minimum principal amount required to earn the dividend rate for that tier. The other end of the APY range is calculated based on the amount of dividend earned for a year on the maximum principal amount that could earn that same dividend rate. If there is no limit on the maximum principal amount for a balance tier, the other end of the APY range is based on an assumed maximum principal balance.

This DDM Disclosure and DCU Checking Account with the Earn More Feature Rate Sheet is incorporated into the DDM Program (Earn More Feature) Terms and Conditions. Review the DDM Program (Earn More Feature) Terms and Conditions for important information regarding the DDM Program.