



## LIMITATION OF SERVICES DISCLOSURE

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

### 1. PURPOSE

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

### 2. SCOPE

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

### 3. DEFINITIONS

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

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

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

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

- (a) Any threats of or actual bodily harm or illegal activity against any of the DCU Related Parties.
- (b) Any form of action which may constitute harassment under DCU’s harassment Disclosure. For example:
  - a. Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.
  - b. Inappropriate touching.
  - c. Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.

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

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

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

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

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

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

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

I understand and agree that any threats of bodily harm or any other illegal activity against any of the DCU Related Parties will be reported to appropriate federal, state, and/or local authorities.

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

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



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