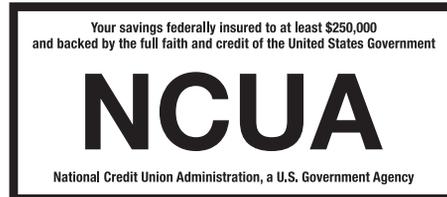




## DIGITAL BANKING AGREEMENT

Effective October 2023



# 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](mailto: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 "Email Us" link

Note: Email sent through the "Email Us" link inside Online 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.

# Contents

	Page
Contact Us .....	2
<b>I. Introduction .....</b>	<b>4</b>
1. Scope of Agreement .....	4
2. Agreeing to this Agreement .....	4
3. Other Agreements .....	4
4. Express Consent for Telephone Calls or Call Recording .....	4
<b>II. Accessing Your Accounts through the Services .....</b>	<b>4</b>
1. Access Requirements .....	4
2. Credentials .....	4
3. Accountholder Responsibility .....	4
4. Account Access .....	5
5. Alerts and Notifications .....	5
<b>III. Digital Banking Services .....</b>	<b>5</b>
1. Account Information .....	5
2. Linking External Accounts .....	5
3. Fund Transfers .....	6
4. Bill Payment Service .....	7
5. Electronic Statements .....	8
6. Online Deposit and Mobile Deposit .....	8
7. Card Settings .....	9
8. FutureLook .....	9
9. New Services .....	9
<b>IV. Electronic Fund Transfers .....</b>	<b>9</b>
1. Limitations on Transactions .....	9
2. Fees .....	9
3. Account Statements .....	10
4. In Case of Errors or Questions (Applicable Only to Consumer Accounts) .....	10
5. Your Liability for Unauthorized Transactions .....	10
6. DCU's Liability (Applicable Only to Consumer Accounts) .....	11
7. DCU's Liability (Applicable Only to Business Accounts) .....	11
8. Your Ability to Stop Payment of Electronic Transactions .....	11
9. Preauthorized (Recurring) Transfers .....	11
10. No Signature Required .....	12
11. Disclosure of Information to Third Parties .....	12
12. Documentation .....	12
13. Inactivity and Termination of this Agreement .....	12
14. DCU's Business Days .....	12
<b>V. General Provisions .....</b>	<b>12</b>
1. Limitation of Warranties .....	12
2. Amendments .....	12
3. Hardware and Software .....	12
4. Service Providers .....	13
5. Governing Law .....	13
6. Arbitration .....	13

## I. Introduction

- 1. Scope of Agreement** – This Digital Banking Agreement (this “Agreement”) between you and Digital Federal Credit Union governs banking transactions using DCU’s digital (online and mobile) banking services (the “Services”). Under this Agreement, “we”, “us”, “our”, and “DCU” mean Digital Federal Credit Union and “you” and “your” refer to each accountholder that requests or uses any of these Services individually and all joint accountholders collectively. This Agreement covers Services for both consumer and business accounts and some provisions differ depending on the type of account you are using. Generally, “consumer accounts” are accounts held by one or more individuals and used for personal, family, or household purposes and “business accounts” are accounts held in the name of a business and used for business purposes. Where different provisions of this Agreement apply to different types of accounts, those differences are noted.
- 2. Agreeing to this Agreement** – By enrolling for or using the Services, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made from time to time. You should retain a copy of this Agreement for your records. You can access a copy of the current version of this Agreement through the Services.
- 3. Other Agreements** – Any account you access through the Services is also governed by applicable state and federal laws and the applicable account agreement and fee schedule. Consumer accounts are governed by DCU’s Account Agreement for Consumers, Rate Sheet, Privacy Policy, and Schedule of Fees and Service Charges. Business accounts are governed by DCU’s Business Account Agreement, Rate Sheet, and Schedule of Fees and Service Charges. Any loan account you access through the Services is also governed by the applicable note or loan agreement and any related documents.
- 4. Express Consent for Telephone Calls or Call Recording** – 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 DCU 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). You may revoke your consent to be contacted by DCU and its service providers using automated dialer technology or artificial and/or prerecorded voice at the telephone number you provided by contacting us in any of the ways listed under “Contact Us”. **IMPORTANT: Some DCU services can be offered only if we have permission to call or text you. We may choose to close your Account or terminate individual services if we do not have a current number at which we are authorized to contact you.** 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.

## II. Accessing Your Accounts through the Services

- 1. Access Requirements** – The Services may be accessed through the use of an Internet-enabled device, an Internet service provider, and log-in credentials or other authentication method as provided by DCU, as well as through DCU’s mobile banking application available for download for certain mobile devices. Software and browser requirements are available online at [dcu.org](http://dcu.org). Some features of the Services may be available through select Internet-enabled smart home voice assistants.
- 2. Credentials** – You will be required to create log-in credentials the first time you enroll in the Services. Some Internet-enabled devices have a fingerprint or voice recognition feature, retinal scan, or other authentication feature that will allow you to access the Services without typing in your log-in credentials. If your device requires the use of an additional passcode, we will consider that passcode to be part of the device’s authentication feature. If DCU accepts the type of authentication feature available on your device, use of your device’s authentication feature will be deemed to be use of your log-in credentials with your authorization.
- 3. Accountholder Responsibility** – Your log-in credentials and any verification codes are confidential, so you should not reveal these to anyone else. If you disclose your log-in credentials or verification codes to a third party or allow a third party to use your device’s authentication feature, you may be providing actual authority for that party to obtain information about and make transactions on your DCU Accounts. You may be liable for, and we may not reimburse you for, any losses that may occur as a result of you sharing your log-in credentials, verification codes, or your device’s authentication feature. You agree to tell us immediately if someone you did not authorize learns your password or is able to use your device’s authentication feature, or otherwise gains access to transact on your DCU Accounts. Except as otherwise provided by law, you will indemnify and hold harmless DCU, including its affiliates and officers, directors, shareholders, employees, representatives, agents, subcontractors, successors and assigns (the “Indemnified Parties”) for any loss, damage, settlement or expense (including reasonable attorneys’ fees and legal expenses) incurred by the Indemnified Parties to the extent arising out of or caused by: (a) any person who accesses your DCU Accounts with actual authority from you; (b) your gross negligence or willful misconduct in performing any of your obligations under this Agreement, or (c) your material breach of this Agreement. You agree to comply fully with all laws and regulations relevant to your use of the Services.

**4. Account Access** – Through the Services, you will be able to access most accounts linked to your DCU membership. **Not all types of accounts may be accessed through the Services and not all types of transactions may be performed through the Services or for all types of accounts. Some transactions or features may be available through one type of Service and not the other.** If an account type is not eligible for a specific type of transaction, the Services will not include an account of that type in the transaction options. If a transaction is not available through the Services or for the account you are accessing, it will not appear as a transaction option. If there are both business and consumer accounts linked to your DCU membership and you do not instruct us otherwise, both types of accounts may be accessible to all Authorized Users. Authorized Users may be able to view all accounts (including account balances and transactions); initiate transactions, including stop payment orders; and transfer funds from the accounts within DCU and outside of DCU. By allowing all of your accounts to be accessible through the Services, you authorize all Authorized Users to access your accounts and you authorize DCU to permit and complete all transactions effected by an Authorized User through the Services without regard to whether the Authorized User ordering the transaction is an owner of or authorized signer on any account affected by the transaction under any other account agreement, signature card, resolution, or other documentation that applies to the affected account (collectively, the “Account Documentation”). You also release, indemnify, and agree to hold DCU harmless from and against any claim or cause of action alleging that any transaction effected in accordance with this Agreement violates the account documentation or any provision of the Uniform Commercial Code or any privacy or data security law or constitutes negligence, breach of a duty of care, or breach of any other standard banking practice on the part of DCU.

## 5. Alerts and Notifications

- a. **Text and Email Alerts** – You may request automated alert and notification messages, as well as promotional messages, to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. See Section III(7) below for a description of DCU’s Card Settings service. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. If you change your phone number or email address, you will need to update your contact information to ensure continued delivery of alert messages. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. DCU may require you to accept and receive certain text messages and/or emails in order to access the Services.
- b. **General Provisions for All Text Alerts** – By requesting text alerts and notifications, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers. Neither DCU nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier’s message and data rates may apply. Message frequency varies based on user activity for most messages, and based on DCU’s discretion for promotional messages. Sending **STOP** to the DCU short code will cancel text alerts. Sending **HELP** to the DCU short code will generate instructions to obtain help. You may confirm the DCU short code(s) at any time by contacting us. If you have any questions about DCU alerts and notifications, contact DCU by any methods available under Contact Us.

## III. Digital Banking Services

1. **Account Information** – You may view balance information and transaction activity for any of your accounts that can be accessed through the Services you are using. You may perform certain activities such as viewing or managing statements, viewing front and back images of certain checks, changing your password, and updating your contact information.
2. **Linking External Accounts** – You may link your accounts at other financial institutions (“External Accounts”) within the Services to have a more complete picture of your financial life and to make fund transfers. You may only add an account as an External Account if you are an owner of that External Account. We may verify that you own an External Account by any available method at any time, in our sole discretion. The account at the other financial institution must be located in the United States. By linking your External Accounts, you can view certain account information in the Services. Your linked External Accounts are displayed in the Services for the convenience of reviewing your financial accounts in one place. DCU makes no representations regarding any External Accounts and such accounts are not subject to DCU’s account agreements, DCU’s NCUA share insurance coverage, or any other DCU-provided rights and benefits. The account information displayed for External Accounts may not be the most recently available information. Such information may be more up-to-date when obtained directly from the relevant financial institution. By linking your External Accounts, you grant DCU and Plaid, Inc. (which is a service provider that DCU uses to connect to your External Accounts) the right, power, and authority to act on your behalf to access and transmit your personal and financial information from your relevant financial institution. By linking to an External Account, you acknowledge your personal and financial information is being provided to Plaid Inc., that your personal and financial information will be collected, processed, transferred, or stored in accordance with Plaid Inc.’s Privacy Policy, and that you acknowledge and agree to Plaid Inc.’s Privacy Policy. DCU does not control and is not responsible for Plaid, Inc. or its policies regarding your data.

### 3. Fund Transfers

- a. **Fund Transfers within DCU** – You may use the Services to make one-time or recurring fund transfers:
- from your DCU account to another DCU account held in your name;
  - from your DCU account to make a payment on your DCU loan account, including a line of credit or installment loan;
  - from your DCU line of credit to your DCU account; and
  - from your DCU account to a DCU account of another member, provided you have previously set up access for these transfers.
- Funds transferred to a DCU account will be deemed deposited on the Transaction Date (as defined in Section III(3)(d) below) and will be available after deposit in accordance with our Availability of Funds Policy.
- b. **Fund Transfers Between DCU Accounts and External Accounts** – At your request, we may use certain External Accounts to make one-time or recurring fund transfers between your DCU accounts and such linked External Accounts. Note that not all External Accounts may be available for transfers and other restrictions may apply. While you can initiate transfers to and from your External Accounts at DCU, you may also be able to initiate those transfers by contacting the financial institution holding your External Account instead, and that financial institution may charge lower fees or have shorter processing times. You acknowledge and agree that you are responsible for comparing all options available to you before transferring funds through the Services at DCU.
- c. **P2P** – You may make Person-to-Person (“P2P”) transfers through the Services to transfer funds from your DCU Account to an account of another person using the other person’s email address or mobile phone number. You may also make a P2P transfer to another DCU member using that person’s name, member number, and share number. When you instruct us to make a P2P transfer, you must designate an originating DCU Account from which that payment is to be made. The designated originating account must be a DCU checking, primary savings, or money market account that is accessible through the Services. When you request a P2P transfer, you are authorizing us to follow your instructions and use the recipient’s contact information to send the funds from the designated originating account to the designated recipient account. You must ensure that the recipient information you provide to DCU (including name, email address, mobile telephone number, payment service account information, member number, share number, and/or bank account information, if applicable) is accurate and complete. BE SURE TO CHECK FOR TYPOS IN THE RECIPIENT INFORMATION. DCU will process any P2P transfer that you request using the recipient information that you provided, and any such P2P transfer will be deemed authorized by you. Your ability to cancel or edit a P2P transfer may be limited. For example, you may not cancel or edit a P2P transfer after the recipient claims the funds or the funds are in the recipient’s account.
- d. **Making Fund Transfers Effective** – When you request a fund transfer, you authorize us to follow the transfer instructions and send the funds from the designated originating account to the designated recipient account. We may process the transfer as early as the day you give the instructions (or the future date for which you have scheduled the transfer). The day we process the fund transfer is called the “Transaction Date”. We maintain business day cut-off times that may impact the Transaction Date, as well as the date and time on which your funds are debited from the designated originating account and credited to the designated recipient account. We may refuse to act on your fund transfer instruction if there is not a sufficient available balance in your originating account, including funds available through any overdraft line of credit or automatic transfer feature, on the Transaction Date. Standard delivery time for a transfer to an External Account is three (3) business days, but DCU may delay sending the funds to the External Account in our discretion for security purposes. The financial institution holding the designated recipient account may delay making funds available for you to withdraw or transfer beyond the Transaction Date.
- e. **Editing or Canceling Fund Transfers** – You may edit or cancel a future-dated fund transfer so long as those options are available through the Services. The options will be available until we begin processing the transfer. Same-day transfers are effective immediately and cannot be edited or cancelled.
- f. **Available Balance** – You are responsible for ensuring there is a sufficient available balance in the originating DCU Account to cover the full amount of any fund transfer you instruct us to make. For an explanation of “available balance”, see the Overdrafts part of DCU’s Account Agreement for Consumers or the Withdrawals section of DCU’s Business Account Agreement, as applicable. DCU may, but is not required to, complete a fund transfer if there is not a sufficient available balance in the originating DCU Account (including funds available through any overdraft line of credit or automatic transfer feature). If there is not a sufficient available balance in your originating DCU Account, no subsequent fund transfers will be processed until there is a sufficient available balance in the originating DCU Account. Your DCU Account may be assessed a fee under the terms of the Account Agreement and Schedule of Fees and Service Charges applicable to that DCU Account. If you are relying on the availability of funds that are being transferred into the originating DCU Account electronically (such as by direct deposit) to make a fund transfer, please confirm that funds have been posted to the originating DCU Account (that is, added to the available balance) before making or scheduling the transfer. For future-dated or recurring transactions, we recommend you schedule the fund transfer at least one business day after you expect funds to be posted to the originating DCU Account.

- g. **Failed or Returned Transfers** – If we are unable to complete any type of funds transfer from your account for any reason or if a transfer is rejected or returned, we will return the funds to the designated originating account. If the designated originating account has been closed or cannot be credited for any other reason, we will make a reasonable effort to return the funds to you in some other manner.

#### 4. Bill Payment Service

- a. **Eligibility** – If you have an active DCU consumer checking account, are a member in good standing, and meet our other eligibility requirements, you may use DCU’s digital bill payment service (the “Bill Payment Service”). The Bill Payment Service is a service that we provide to assist you with paying your bills. We may suspend your use of the Bill Payment Service in our discretion for security purposes.
- b. **Payment Dates** – With the Bill Payment Service you can schedule a bill payment as a one-time payment or as a recurring payment. Any recurring payments scheduled to be processed on Saturday, Sunday, or any DCU-observed holiday will be processed on the following business day. The day on which we process a bill payment is called the “Payment Date”. We will withdraw funds to complete a scheduled payment via the Bill Payment Service on the business day immediately preceding the Payment Date.
- c. **Use of Bill Payment Service** – You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction. Any such payments that you choose to schedule are at your own risk. Except as provided in Section IV(6) (DCU’s Liability Applicable Only to Consumer Accounts) below, DCU will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses. DCU may refuse to process a Bill Payment Service payment in our discretion for security purposes.
- d. **Bill Payment Transfer Methods** – Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or “ACH” transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check through the Bill Payment Service will be debited from your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date, unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.
- e. **Originating Account** – When you instruct us to make a payment through the Bill Payment Service, you must designate an originating DCU checking account from which that payment is to be made. The designated originating account must be an account that is accessible through the Services. If you do not have an active DCU checking account, you may not use Bill Payment Service.
- f. **Scheduling Payments** – In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and six (6) business days if the payment is to be made by issuing and mailing a paper check to the payee. If you are not sure whether a payment will be sent by ACH or paper check, you should allow at least six (6) business days before the payment due date (not including any applicable grace period). DCU is not responsible for delays in the U.S. mail or for processing delays by the payee. DCU is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.
- g. **Cancelling Payments** – You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it. You may view the current status of your scheduled bill payment in the Services.
- h. **Available Balance** – You are responsible for ensuring there is a sufficient available balance in the designated originating account to cover the full amount of any payment you instruct us to make through the Bill Payment Service. For an explanation of “available balance”, see the Overdrafts part of DCU’s Account Agreement for Consumers or the Withdrawals section of DCU’s Business Account Agreement, as applicable. DCU may, but is not required to, complete a payment through the Bill Payment Service if there is not a sufficient available balance in the designated originating account (including funds available through any overdraft line of credit or automatic transfer feature). If there is not a sufficient available balance in your designated originating account, no subsequent bill payments will be processed until there is a sufficient available balance in the designated originating account. Your account may be assessed a fee under the terms of the Account Agreement and Schedule of Fees and Service Charges applicable to the designated originating account. In addition, if there is not a sufficient available balance in your designated originating account to complete a bill payment, your access to the Bill Payment Service may be suspended. If we suspend your access to the Bill Payment Service, no subsequent bill payments will be processed unless you contact us.

- i. **Void Bill Payer Check** – For payments made by paper check through the Bill Payment Services, if a payee fails to deposit or otherwise negotiate the check within one hundred eighty (180) days, we may, but are not required to, stop payment on the check.
- j. **Expedited Bill Payment** – For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees either electronically (“Expedited Electronic Bill Payment”) or by overnight check (“Expedited Bill Payment by Overnight Check”). The type of expedited payment available for each payee will be displayed on the Expedited Payment screen. Stop payments cannot be placed on Expedited Bill Payments. Expedited Electronic Bill Payments must be requested by a certain cut-off time each day. These times vary by payee and are determined by the payee. Expedited Electronic Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee’s cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.
- k. **eBills** – eBills is a free service through which you can receive an electronic version of your bill (“eBill”) from a participating payee (“Biller”). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Bill Payment area of the Services. You are solely responsible for maintaining current contact information, as well as usernames and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The delivery of your first eBill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to the Bill Payment Service and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through our Bill Payment Service and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold DCU (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.

## 5. Electronic Statements

- a. **eStatements** – You may request to receive your DCU Account statements electronically. If you choose the “Electronic Delivery” option, a paper copy of the statement will no longer be provided. Once enrolled in the Services, you will be able to view your enrolled DCU Account statement(s) through the Services.
- b. **Losing Access to Electronic Statements** – Electronic statements can only be accessed through the Services. If you plan to terminate the Services, you should print or save copies of your electronic statements before doing so; after termination, prior electronic statements will no longer be available.

## 6. Online Deposit and Mobile Deposit

- a. **Check Requirements** – You may deposit checks to your DCU checking, primary savings, or money market account by sending a clear image of the check to DCU through the Online Banking Service (“Online Deposit”) or through the Mobile Banking Service using the mobile banking app (“Mobile Deposit”). Checks submitted through Online Deposit or Mobile Deposit must be payable to you (i.e. the check may not be originally payable to another party and then endorsed to you), drawn on a US bank, payable in US currency, and dated within 6 months of the deposit date. We reserve the right, at our sole and absolute discretion, to reject any check for deposit using Online Deposit or Mobile Deposit. The words “DCU Online Deposit Only” or “DCU Mobile Deposit Only,” as applicable, or other instructions that we may provide from time to time, must be written above your endorsement on the back of the check. Checks may not be drawn on the account into which they are being deposited. You agree that checks submitted using Online Deposit and/or Mobile Deposit are not subject to the funds availability requirements of DCU’s Availability of Funds Policy or Federal Reserve Board Regulation CC. This is true even if we provide you with Availability of Funds/Regulation CC disclosures or notices. DCU may delay availability of funds from checks submitted using Online Deposit and/or Mobile Deposit based on any factors as determined by us at our sole and absolute discretion.
- b. **Representations and Warranties** – When you submit a check through Online Deposit or Mobile Deposit, you represent and warrant to DCU that: (a) the image you are submitting accurately represents all of the information on the front and back of the original check; (b) the check and all signatures and endorsements on it are accurate and genuine; (c) neither you nor anyone else has deposited or attempted to deposit the check previously to DCU (through the Online Deposit or Mobile Deposit, at an ATM, by mail, in person at a branch, or in any other manner) or any other depository institution; (d) neither you nor anyone else will re-deposit the check in any manner in the future (except for re-deposits of items that were returned unpaid); (e) you will store the original check securely (so that no other person will have access to it) for 60 days in case more information or

a new image is needed, then you will destroy it; and (f) you will provide the original check to us on request (unless you have previously destroyed it in compliance with clause (e) above) to assist us in clearing or collecting the check, resolving third party claims, or for any other business purpose.

- c. **Liability for Online Deposit and Mobile Deposit** – You are solely responsible for any image that you send us. All credits to your account for checks deposited through Online Deposit or Mobile Deposit are provisional and DCU may charge any item back to your account if it is rejected, returned unpaid, or reversed for any reason. Any confirmation of the deposit that DCU sends to you does not mean that the transmission was complete or error-free, does not waive any of the representations or warranties set forth above, and does not prevent DCU from charging the item back to your account at a later date.
7. **Card Settings** – You may request to use our Card Settings service. Card Settings is a service that enables you to set controls and receive email and/or text alerts and notifications based on transaction amount, geographic location, and merchant type (e.g., restaurant), or to simply turn the Card completely off or on. Geographic location restrictions may not restrict online purchases. Card Settings do not allow you to control transactions with specific merchants. Card Settings only allow controlling transactions with general categories of merchants (such as health/beauty or grocery stores). These categories are based on codes supplied by the merchants; therefore, it is also possible that transactions with certain merchants may not be controlled even though such merchants appear to belong to the selected category. For example, a gym membership transaction may be authorized using merchant category code for a subscription service or for health/beauty. In providing Card Settings to you, we rely on the accuracy of information being transmitted by third parties (e.g., merchants). DCU does not guarantee the accuracy of the information transmitted for the purposes of Card Settings. Your use of Card Settings is solely for your convenience and does not modify your obligations to DCU under this Agreement or any other agreement between you and DCU. **If your Card is lost, stolen, or compromised, you must contact DCU at once, and not rely solely on Card Settings.** Card Settings may not be available consistently, and DCU may disable Card Settings at any time without notice to you. DCU may still contact you regarding suspicious activity on your Card despite your use of Card Settings. You should provide DCU with travel and purchase notices even if you are using Card Settings. The frequency and timing of any email or text notifications to you through Card Settings will depend on the trigger events identified and the frequency with which these events occur. Generally, you will receive one notification per triggering event.
8. **FutureLook** – FutureLook is a part of the Services, which allows you to review the estimated available balance of your checking account out into the future, based on the cumulative effect of the incomes and expenses you have today. More specifically, FutureLook attempts to identify your recurring incomes (e.g., paychecks), recurring expenses (e.g., electric bill), and your average daily spending (e.g., the morning coffee run), and using these transactions forecasts the estimated available balance of your checking account. FutureLook does not capture non-recurring transactions, and FutureLook also may fail to capture all of your recurring transactions, which will impact the future estimated available balance displayed by FutureLook and may make it inaccurate. FutureLook is intended only to assist you in your financial organization and decision-making and is broad in scope. Information provided by FutureLook could be time-sensitive and out-of-date. DCU does not guarantee accuracy or completeness for the information provided by FutureLook. Such information is subject to change without notice. DCU shall not be responsible or liable to any user of FutureLook or anyone else for any errors, omissions, or inaccuracies in the information or for any reliance on the information provided by FutureLook. **FUTURELOOK IS BASED UPON ESTIMATION AND MAY NOT BE ACCURATE because estimates based on past performance are not a guarantee of future performance. Prior to making any financial decision, you should discuss your specific needs with a qualified professional, and you should not rely on FutureLook.** DCU may discontinue providing FutureLook at any time, without notice.
9. **New Services** – New digital banking services may be introduced periodically. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## IV. Electronic Fund Transfers

This Part of this Agreement contains the terms and conditions applicable to all electronic funds transfers performed using the Services. You agree not to use the Services to make or receive any transfer in violation of applicable law. If you request such a transfer, we are not obligated to process it.

1. **Limitations on Transactions** – For security reasons, there are limits on the number and dollar amount of transfers you can make through the Services, including payments made using the Bill Payment Service, deposits through Online Deposit or Mobile Deposit, or transfers to an account outside of DCU (including P2P transfers). DCU may change these limits from time to time. If you submit a transaction through the Services that exceeds applicable limits, DCU may, but is not obligated to, post the transaction to your account. Your ability to transfer funds from and to your accounts may also be subject to other legal restrictions and service charges under the applicable account agreement and fee schedule. You should review your account agreement and the related fee schedule carefully for information regarding all applicable limitations and service charges.
2. **Fees** – Fees for the Services, including the right to make electronic fund transfers, are included in DCU's Schedule of Fees and Service Charges. Regular account fees and service charges (such as fees for overdraft transactions) will apply to services and transactions requested through the Services as they would apply to transactions and services effected through other means.

Please read the DCU Account Agreement and Schedule of Fees and Service Charges for a listing of such fees. To obtain a copy, contact DCU by any of the methods listed in the "Contact Us" section of this Account Agreement.

- 3. Account Statements** – Unless you request otherwise, we will mail you a statement at least quarterly for each Account that you could access for any kind of electronic fund transfer, even if no transactions are posted to the Account. We will mail you a monthly statement for each Account that is accessed electronically during the month. You may elect to discontinue receiving paper statements and view your statements online. You do not forfeit any rights by electing to receive e-statements. All information that is included on paper statements is also included in an e-statement. You may also elect to resume receiving paper statements at any time.
- 4. In Case of Errors or Questions (Applicable Only to Consumer Accounts)** – Telephone or write to us at the telephone number or address listed under "Contact Us" as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.
- Tell us your name and account number (if any)
  - Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information
  - Tell us the dollar amount of the suspected error

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and **we do not receive it within 10 business days, we may not credit your account.** For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. We will also adjust the balance of your account if necessary to correct any error. If we credited your account for the amount you thought was in error and we determine that no error was made or that a smaller error was made, we will "debit" (subtract) any excess amount from your account and we will notify you of the amount of the debit. You may ask for copies of the documents that we used in our investigation.

We will honor checks, drafts, preauthorized payments, and other payments to third parties for 5 business days after we send you notice of the debit, even if the correction causes the debit to overdraw your account. We will not honor third party payments if they would have overdrawn your account even if the correction had not been made.

If your question or error involves a transfer or payment to a third party, our investigation will be generally limited to a review of our own records.

- 5. Your Liability for Unauthorized Transactions** – You will be liable for unauthorized transactions using the Services to the extent allowed by applicable federal and state law, this Agreement, and any other agreement applicable to the specific bank product or service affected by the unauthorized transactions.

**Tell us AT ONCE if you believe that any username, password, or other access code or authentication feature you use for the Services has been lost or stolen or used without your permission. Telephoning is the best way of minimizing your possible losses. You should also tell us AT ONCE if your statement shows electronic transfers that you did not make.**

**For consumer accounts:** You could lose all the money in your Account (plus your maximum amounts under an overdraft line of credit and overdraft payment service). However, if you tell us within 2 business days after you learn of the loss or theft of your username, password, or other access code or authentication feature you can lose no more than \$50 if someone uses your Card, PIN, or Passcode without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your username, password, or other access code or authentication feature and we can prove we could have stopped someone from using your username, password, or other access code or authentication feature without your permission if you had told us, you could lose as much as \$500. Transfers shown on a statement that you do not believe you made are treated as "errors" that are subject to the error resolution process described in Section IV(4) above. We are not required to investigate the alleged error or to refund any erroneous electronic transfers to your account if you do not tell us about the error within 60 days after we sent you the statement on which the transfer was first itemized. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time for notice to a reasonable period.

**For business accounts:** Your liability for an unauthorized transfer will be governed by the account agreement, cash management terms and conditions, or other contract provisions that apply to the particular account or bank product or service affected by the unauthorized transfer.

**6. DCU's Liability (Applicable Only to Consumer Accounts)** – For purposes of this Part IV, all fund transfers through the Services (including internal and external transfers) are deemed to be “electronic transfers”. If we do not complete an electronic transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your resulting losses and damages to the extent required by applicable law. However, there are some exceptions. We will not be liable, for instance:

- if, through no fault of ours, you do not have enough money in your account to make the transfer or if the transfer will go over the credit limit on any overdraft protection line attached to the account;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- if a technical malfunction exists on the Transaction Date or Payment Date, as applicable;
- if the system was not working properly and you knew about the breakdown when you started the transfer;
- if funds are subject to legal process or other encumbrance restricting such transfer; or
- if any other specific exceptions stated in this Agreement are applicable.

We will not be liable for failing to complete a transaction if your instructions contained an error or if the transfer was returned for any reason.

If DCU does not stop payment of a preauthorized transfer from your DCU Account after you have given DCU proper notification of your stop payment order as provided in Section IV(9) of this Agreement, DCU will be liable for your losses or damages.

UNLESS PROHIBITED BY APPLICABLE LAW, THE FOREGOING WILL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT OR SOFTWARE USED TO ACCESS ONLINE BANKING SERVICES OR MOBILE BANKING SERVICES OR, EXCEPT AS SET FORTH ABOVE, OUT OF THE SERVICES.

**7. DCU's Liability (Applicable Only to Business Accounts)** – We will not be liable for any losses or damages you may incur through the Services unless they are the result of our gross negligence or willful misconduct.

**8. Your Ability to Stop Payment of Electronic Transactions** – Your initiation of transactions affecting your accounts through Online Banking Services or Mobile Banking Services will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transaction. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

## **9. Preauthorized (Recurring) Transfers**

- Limitations on Transactions – For security reasons, there are limits on the number and dollar amount of transfers you can make using preauthorized electronic fund transfers. There are no other limitations on the number or amount of preauthorized electronic fund transfers to or from your account, except as required by law.
- Finding Out About Preauthorized Transfers from Your Account – If you arrange with a third party for electronic fund transfers from your account that vary in amount, the third party will tell you 10 days before each electronic transfer when the electronic transfer will be made and how much it will be. You may choose instead to get this notice only when the electronic transfer would differ by more than a certain amount from the previous one, or when the amount would fall outside certain limits that you set.
- Finding Out about Preauthorized Deposits – If you have arranged to have preauthorized deposits made to any of your accounts by the same person or company at least once every 60 days, either (a) the third party making the deposit will notify you that the transfer has been initiated or (b) you may call DCU at the telephone number listed in the “Contact Us” section of this Agreement or access your account through the Services to find out whether the transfer occurred.
- Right to Stop Payments – You can stop payment of any preauthorized transfer from your account if you notify DCU in the following manner:
  - o By Telephone – You must call DCU at least three (3) business days before payment is scheduled to be made. If you call, we may require you to send DCU a written confirmation of your stop payment order so that DCU receives it not more than 14 days after you call.
  - o By Mail – You may send DCU a written stop payment order, but the order must be received by DCU at least three (3) business days before the payment is scheduled to be made. For information on how to notify DCU, see the “Contact Us” section of this Agreement.

You may place a “temporary” stop payment order or a “permanent” stop payment order. A temporary stop payment order will stop payment of preauthorized transfers to the named payee during the period of time you specified in the stop payment order. A permanent stop payment order will stop payment of all future preauthorized transfers to the named payee.

**10. No Signature Required** – When any particular payment or other use of the Services generates items to be charged to your account, you agree that we may debit your account without requiring your signature on the item and without prior notice to you.

**11. Disclosure of Information to Third Parties** – We will disclose information to third parties about your account or the transfers you make:

- where the other person is a party to the transfer or it is necessary for completing the transfer;
- where the other person is authorized by law to have access to our records in the course of their official duties;
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with a court order or lawful subpoena;
- to an auditor, attorney, or collection agent for DCU;
- to a service provider for the purpose of servicing your account;
- if you give us your written permission; and
- if we are otherwise required or permitted to make such disclosure under applicable law.

**12. Documentation** – Any documentation provided to you that indicates that an electronic fund transfer was made will be admissible evidence of such transfer and will constitute prima-facie proof that such transfer was made.

**13. Inactivity and Termination of this Agreement** – You are responsible for complying with all the terms of this Agreement and with the terms and conditions of all other disclosures and agreements governing the accounts that you access using the Services. We can terminate the Services at any time. We will give you any notice of termination that is required by law. You may cancel the Services by no longer accessing the Services and removing the DCU mobile app from your mobile devices. If your access to the Services is terminated by you or DCU for any reason, any scheduled one-time or recurring transactions scheduled to be made after the effective date of termination, including all fund transfers, may be cancelled by DCU, in our sole discretion. We may complete processing any transactions that have begun processing before the termination date. We will resume sending paper statements for your accounts.

**14. DCU's Business Days** – For the purposes of this Part IV, DCU's business days are Monday through Friday, excluding DCU-observed holidays.

## V. General Provisions

**1. Limitation of Warranties** – WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES OR THE SOFTWARE WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DO NOT WARRANT THAT SERVICES WILL BE AVAILABLE AT ALL TIMES OR WILL BE ERROR-FREE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THESE DISCLAIMERS MAY NOT APPLY TO YOU.

**2. Amendments** – DCU has the right to amend this Agreement at any time without notice, unless such notice is required by law. Unless otherwise required by law, amendments to this Agreement apply automatically, without the need for you to agree to or accept the change in writing or electronically. If you do not agree with an amendment, you must stop using the Services affected by the change.

### 3. Hardware and Software

- Limited License** – Any software you download and/or use to access the Services (the "Software") is licensed to you solely for the purpose of accessing and using the Services. You receive no other right, title, or interest in the Software. You agree that you will not: (i) copy, reproduce, modify, alter, bridge, enhance, customize or make derivative works of or improvements or enhancements to the Software; (ii) decompile, disassemble, translate, adapt, reverse engineer, or otherwise attempt to derive the source code or algorithms for the Software, or use any results of such processes; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) impair or alter the functionality of the Software; (v) assign and/ or sublicense the license to use the Software; or (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.
- Technical Requirements** – The Services are accessed through the Internet and you are responsible for selecting computer hardware and software with the minimum technical requirements necessary to access the Services and the disclosures we will provide electronically. The system and browser requirements for accessing the browser-based version of the Services are available at [dcu.org](http://dcu.org) or by contacting DCU at the address or telephone number above. The mobile version of the Services is accessed through the DCU mobile banking application on certain internet-enabled mobile devices.
- Disclaimer** – You are also responsible for protecting the computer hardware and software against viruses through use of a reliable computer virus detection product and by scanning the computer on a regular basis. You acknowledge that DCU is

not responsible for (a) any errors, omissions, or failures resulting from defects in or malfunctions of your computer hardware and software, or (b) any viruses or related problems that may be associated with the use of the Internet to access the Services. **DCU DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.**

- 4. Service Providers** – DCU may delegate its obligations to provide services to you under this Agreement to one or more independent service providers. Even if it does so, DCU will continue to be the only party who is responsible to you for the performance of this Agreement; you will have no right to enforce this Agreement against the service provider. The service providers will be third party beneficiaries of this Agreement and will be entitled to all rights and protections that are available to DCU hereunder.
- 5. Governing Law** – All Accounts are governed by this Agreement, as in effect from time to time, and by applicable Federal and Massachusetts laws. If this 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 this Agreement will not be affected.
- 6. Arbitration** – The resolution of any disputes or claims between you and DCU related to this Agreement is subject to the Arbitration part of the DCU Account Agreement for Consumers or the DCU Business Account Agreement, as applicable.



**DCU**<sup>SM</sup>