



**ACCOUNT AGREEMENT for CONSUMERS**

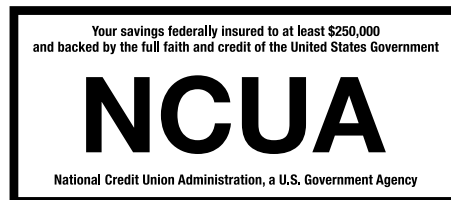
includes

**ACCOUNT TERMS and CONDITIONS**

and

**DISCLOSURES** regarding **AVAILABILITY OF FUNDS, TRUTH-IN-SAVINGS, and ELECTRONIC FUND TRANSFERS**

Effective July 2020



# Welcome.

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This document contains DCU's Account Agreement for consumers, which includes the terms, conditions, and disclosures that apply to DCU's consumer Share Accounts and Account-related services. We hope the information in this Account Agreement will help you to understand the features of your DCU Accounts. If you have any questions, however, a DCU representative will be happy to help you. Just contact us in any of the ways listed under "Contact Us".

Throughout this Account Agreement, the terms "we," "us," "our," and "DCU" refer to Digital Federal Credit Union. "You" and "your" refer to each Accountholder or, in the case of an optional service, to each person who requests or uses the service.

This Account Agreement does not apply to Share Accounts held for business purposes. Please see our separate Business Account Agreement for information regarding business accounts.

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

## Contact Us

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

**Call our Information Center at:**

800.328.8797

Hours of operation:

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

Saturdays from 9:00am to 3:00pm

Our Information Center is not staffed on

Sundays or holidays observed by DCU

**Email us at:**

[dcu@dcu.org](mailto:dcu@dcu.org)

**Chat with us at:**

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

**Write to us at:**

Digital Federal Credit Union

220 Donald Lynch Boulevard

P.O. Box 9130

Marlborough, Massachusetts 01752-9130

Attention: Account Services

**Log in to Online Banking:**

use the "Secure Email" link

under "Contact Us"

Note: Email sent through the "Email DCU" 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 Information .....	2
<b>I. General Information .....</b>	<b>5</b>
1. Scope of Account Agreement .....	5
2. Membership at DCU .....	5
3. Field of Membership .....	5
4. Express Consent for Telephone Calls and Call Recording .....	5
5. Limitation of Services .....	5
6. Other Agreements .....	5
<b>II. Rules for Share Accounts .....</b>	<b>6</b>
1. Opening Your Account .....	6
2. Account Freeze .....	6
3. Joint Accounts .....	6
4. Totten (Payable-On-Death) .....	6
5. Custodial Accounts .....	6
6. Checking Account Sub-Accounts .....	7
7. Dividends .....	7
8. Deposits .....	7
9. Withdrawals .....	7
10. Restrictive Legends .....	8
11. No Two-Signature Requirements on Accounts .....	8
12. Limitations on Withdrawals from Savings and Money Market Accounts .....	8
13. Posting .....	8
14. Stop Payment Orders .....	8
15. Legal Actions Affecting Your Accounts .....	8
16. Fees .....	9
17. Statements .....	9
18. Insurance .....	9
19. Transferability of Account .....	9
20. Collection .....	9
21. Set-Off and Lien on Shares .....	9
22. Standard of Care .....	9
23. Security Procedures .....	9
24. Limitation of Liability .....	9
25. Safeguarding Your Checks .....	9
26. Facsimile Signatures .....	9
27. Waiver .....	10
28. Invalid Provisions .....	10
29. Reporting Information .....	10
30. Abandoned Property .....	10
31. Foreign Items and Foreign Currency .....	10
32. Closing Your Account or Terminating Services .....	10
33. Suspension of Services .....	10
34. Amendments .....	10
35. Notices .....	10
36. Accountholder Contact Information .....	11
37. Applicable Law .....	11
38. Evidence .....	11
<b>III. Arbitration .....</b>	<b>11</b>
1. Claims .....	11
2. Small Claims Court .....	11

# Contents

	Page
3. Applicable Rules and Procedures .....	11
4. Costs and Expenses .....	11
5. Initiating Arbitration .....	11
6. Applicable Law .....	11
7. Decision and Right of Appeal .....	11
8. Right to Opt Out of Arbitration .....	12
9. Waiver of Trial by Jury and Participation in Class Actions .....	12
<b>IV. Overdrafts .....</b>	<b>12</b>
1. How DCU Determines That An Overdraft Occurred .....	12
2. Automatic Transfers from Savings .....	13
3. Overdraft Protection (Overdraft Line of Credit Available by Prior Arrangement) .....	13
4. Overdraft Payment Service .....	13
5. Order of Overdraft Withdrawal .....	14
6. Insufficient Current Balance .....	14
7. Avoiding Overdrafts .....	14
<b>V. Substitute Checks and Your Rights .....</b>	<b>15</b>
1. Important Information Relating To Your Share Draft Account .....	15
2. What is a substitute check? .....	15
3. What are my rights regarding substitute checks? .....	15
4. How do I make a claim for a refund? .....	15
<b>VI. Availability of Funds and Collection of Checks .....</b>	<b>15</b>
1. Your Ability to Withdraw Funds .....	15
2. Determining the Availability of a Deposit .....	15
3. Same-Day Availability .....	16
4. Second-Day Availability .....	16
5. Fourth-Day Availability .....	16
6. Longer Delays May Apply .....	16
7. Deposits at Nonproprietary ATMs .....	16
8. Holds on Other Funds for Check Cashing .....	16
9. Foreign Checks .....	16
10. Special Provisions for New Accounts .....	16
<b>VII. Truth in Savings Disclosures .....</b>	<b>17</b>
1. Annual Percentage Yield (APY) And Dividend Rate .....	17
2. When Dividends Begin to Accrue .....	17
3. Compounding and Crediting .....	17
4. Minimum Deposit and Balance Requirements .....	17
5. Balance Computation Method .....	17
6. Fees .....	17
7. Transaction Limitations .....	17
8. Special Rules for Term Accounts (including all Certificates and Certificate IRAs) .....	18
<b>VIII. Electronic Fund Transfers .....</b>	<b>18</b>
1. Electronic Check Conversion .....	18
2. Telephone Banking .....	18
3. Electronic Deposits and Preauthorized Transfers .....	19
4. ATM and Debit Cards .....	20
5. General Provisions Applicable to All Electronic Fund Transfers .....	22
6. In Case of Errors or Questions About Your Electronic Transfers .....	23
7. In Case of Errors or Questions About Foreign Electronic Fund (Remittance) Transfers .....	24

# I. General Information

- 1. Scope of Account Agreement** – This Account Agreement governs all DCU Checking Accounts, Savings Accounts (including Money Market Accounts), Share Certificate Accounts, Share Retirement (IRA) Certificate Accounts, and other DCU Share Accounts opened for personal, family, or household purposes.
- 2. Membership at DCU** – All primary accountholders must be DCU members. To be eligible to join DCU, you must be within DCU's field of membership (as described below). You must also be a citizen or legal resident of the United States, reside in the United States, and have a valid Tax Identification Number. All members must maintain a Primary Savings Account with a balance at least equal to the par value of one share in DCU. (The current par value of a share is \$5.00.) If the balance of your Primary Savings Account falls below the value of one share, we may transfer the difference from any other DCU Account held in your name (individually or jointly). If there is no other Account from which to make a transfer, we may close your Account and terminate your membership. We will give you any notice required by law. So long as an Account is held in the name of a primary accountholder who is a DCU member, it may also include secondary accountholders or Account signatories who are not DCU members.
- 3. Field of Membership** – Credit unions are formed to provide financial services to persons who share specific common bonds. The common bonds for which a credit union is approved make up its "field of membership." DCU's field of membership includes persons who: (1) live, work, worship, or attend school in one of the communities in DCU's field of membership; (2) are spouses, domestic partners, children, grandchildren, parents, grandparents, or siblings (including adoptive, in-law, and step relationships) of a current DCU member or of a non-member who is eligible for membership as described in this paragraph; or (3) work for, belong to, or have retired from one of the participating companies, organizations, or associations in DCU's field of membership. The current list of participating companies, organizations, associations, and communities is available on our website (search "Join DCU") or by contacting us in any of the ways listed under "Contact Us". Membership will not be affected if an existing member no longer meets the field of membership requirements outlined above.
- 4. Express Consent for Telephone Calls and Call Recording**
  - a. **Express Consent** – Any time you provide us with a telephone number (including for a landline, cellular, Voice over Internet Protocol (VoIP), or any other form of telephone device), you are expressly consenting that we may use that number to contact you and that we may allow service providers who assist us in providing account services to you to use that number to contact you. We may contact you by any method, including voice call, call using any automated dialer technology, artificial and/or prerecorded voice call, texts, and other methods, even if you may incur charges from your phone provider when we do. We may contact you about any Account or service you have with us (such as with a fraud alert for a credit or debit card or a payment due notice for a loan or other credit account).
  - b. **Revoking Consent** – 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.**
  - c. **Call Recording** – DCU may monitor or record telephone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You expressly consent to any such recording. We do not have to remind you of our recording before each telephone conversation.
- 5. Limitation of Services** – DCU may suspend or terminate services to a member or other person who is not in good standing with DCU. Suspension or termination may affect access to any DCU services, facilities, and personnel, except for a member's right to maintain a share account and to vote at annual and special meetings. A person is considered to be "not in good standing" if such person: (1) fails to comply with the terms and conditions of any obligation to DCU; (2) causes a loss or expense to DCU; (3) manipulates, engages in fraud, or otherwise abuses DCU's services; or (4) engages in abusive behavior or injures any person or damages any property while on DCU's premises or at any DCU function. A determination whether a person is not in good standing will be made at DCU's sole discretion. For a more detailed explanation, see DCU's Limitation of Services Disclosure.
- 6. Other Agreements** – Your use of the services, products, and features associated with your Account(s) will be subject to applicable law and to DCU's practices, policies, and applicable service agreements, such as DCU's Privacy Policy, Overdraft Payment Service Disclosure, Schedule of Fees and Service Charges, and Online and Mobile Banking Agreement.

## II. Rules for Share Accounts

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

### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

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

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

### **3. Joint Accounts**

- Joint Accountholder Activity** – If your Account has more than one owner on it, we will treat it as a joint Account. Each joint accountholder may withdraw any or all of the funds in the Account. Each joint accountholder can also make deposits, close the Account (except for the Primary Savings Account), request services relating to the Account, and stop payment of any check. **If DCU is notified of a conflict between the accountholders with respect to the Account, we may place a Freeze on the Account until we receive a court order or transaction directions signed by all accountholders.** In our sole discretion, we may require you to: (i) sign an indemnification agreement and/or to post a bond satisfactory to us that will protect us for following your instructions; or (ii) provide a court order or other legal document authorizing DCU to follow your instructions.
  - Agency between Accountholders** – Each joint accountholder guarantees the signatures of the other joint accountholders, and authorizes them to endorse items payable to him or her individually or jointly and to cash items or deposit them. We can notify one accountholder and the notice will be effective for all accountholders. One accountholder can notify DCU and we will consider it to be notice from all accountholders. If one accountholder dies, the surviving accountholder(s) will automatically become the sole owner(s) of the Account. Each joint accountholder hereby appoints the other accountholder(s) as his or her agent(s) for the purpose of requesting services relating to the Account (such as ATM or Debit Cards, discretionary overdraft protection, Online Banking, Bill Payment, external transfers, and telephone access).
  - Fiduciary Accounts** – If you deposit money in your name as trustee, custodian, guardian, executor, or administrator for the benefit of someone else, you have the sole right to make withdrawals and other decisions regarding the Account. DCU does not offer Accounts on which two (2) or more signatures are required. Therefore, if there are two or more trustees or executors for the Account, each is authorized to act individually. If you opened a membership as a Totten Trust/Payable on Death Account, then the beneficiary is entitled to receive the funds after the death of the last surviving Totten membership Accountholder. For all other types of fiduciary accounts, a successor trustee, custodian, guardian, executor, or administrator must be appointed as provided under applicable law. You or the beneficiary or successor is responsible for providing DCU with all documentation required by law.
- 4. Totten (Payable-On-Death)** – DCU may permit you to designate your membership (and all Accounts under the membership) as a Totten (Payable-On-Death) membership, and to name beneficiaries to receive funds in the membership after the death of all Totten membership Accountholders. DCU may permit additional Accountholders (also called "Co-Trustees") to be added to the Totten membership. You are solely responsible for complying with any applicable legal requirements, including, without limitation, any requirements regarding account titling, related to the Totten membership. Beneficiary designations may be changed by any of the Accountholders, and beneficiaries have no interest in the Accounts under the Totten membership until the death of the last Accountholder. When the last Accountholder dies, DCU may pay the funds in all Accounts under the Totten membership to the surviving beneficiaries, subject to DCU's right of offset/lien on shares for any amounts owed to DCU. If more than one beneficiary is surviving at the time of distribution, DCU shall distribute the funds in the entire Totten membership to the surviving beneficiaries in equal shares.
  - 5. Custodial Accounts** – DCU may permit you to open an Account as custodian for the minor named on the application form under the Uniform Transfers to Minors Act (UTMA). The transfer of money to the minor named on the application form, which will include all dividends and any future additions, is irrevocable and is made in accordance with the UMTA, as amended. You acknowledge that by signing the application form, you have received the funds in the Account as custodian for the designated

minor. You understand that it is your sole responsibility as custodian to transfer ownership of the funds to the minor at the appropriate time. The successor custodian named on the application form shall serve if you should be unable to act as custodian because you resign, die, or become legally incapacitated.

**6. Checking Account Sub-Accounts** – All Checking Accounts consist of two (2) sub-accounts: a transaction sub-account and a savings sub-account. The separation of the two (2) sub-accounts is for internal purposes only, will not appear on your periodic statement, and does not affect the use of your Checking Account in any way. All account rules, regulations, and disclosures (including any provisions relating to dividends) apply to your Checking Account as a whole, without reference to the sub-accounts. All transactions that you perform will be posted to your transaction sub-account. DCU may, at its sole discretion, use the savings sub-account as a holding account for funds that exceed the amount needed to satisfy the checks, electronic fund transfers, and other debits that we estimate will be posted to your Checking Account. We will transfer funds from the savings sub-account back to the transaction sub-account periodically as needed to pay transactions posted to your Checking Account. If we make six (6) transfers from the savings sub-account to the transaction sub-account in any one statement period, we will transfer all funds to the transaction sub-account at the time of the sixth (6th) transfer. Use of the savings sub-account as a holding account may resume at the beginning of the next statement period.

**7. Dividends** – DCU pays dividends on the funds in all Accounts listed in our Rates sheet from the date of deposit to the date of withdrawal (or maturity, in the case of Certificate Accounts). If you close any Account, other than a Certificate Account, before dividends are credited, accrued dividends for the month will not be posted to the Account or paid. Dividends rates, which are determined by DCU's Board of Directors from time to time, can change after account opening on any Account except a Certificate Account. For more information about compounding and crediting dividends, see Part VII (Truth in Savings Disclosures) of this Account Agreement.

## 8. Deposits

- a. **Deposit Credit** – All items deposited in an Account are received for collection and are credited subject to final payment.
- b. **Uncollectible Items** – If a cashed or deposited item is returned unpaid or found to be uncollectible or payment is otherwise unacceptable to DCU, DCU will charge the item back to your Account or require a refund from you. Unless prohibited by law, we will also charge back to your Account the amount of any cashed or deposited item that was initially paid but later returned to us due to an allegedly forged, unauthorized, or missing indorsement, claim of alteration, encoding error, or other problem that in our judgment justifies reversal of credit. In accordance with DCU's Schedule of Fees and Service Charges, we may charge you Returned Deposit Fees in connection with any cashed or deposited item that we charge back to your Account.
- c. **Remotely Created Check** – If you cash or deposit a remotely created check (that is, a check that was not signed by the person on whose account it is drawn), you warrant that the person on whose account the check is drawn authorized the issuance of the check in the amount and to the payee stated on the check.

## 9. Withdrawals

- a. **Available Balance and Overdraft** – DCU uses the "available balance" to determine whether to authorize a withdrawal from an Account. When determining whether to authorize a non-PIN debit card transaction (as defined in Section 4 of Part VIII - Electronic Fund Transfers of this Account Agreement) from a Checking Account, DCU includes the balance in the Savings Account in the available balance. DCU uses your "current balance" at the time a withdrawal is posted to your Account to determine whether your Account is overdrawn and subject to an Overdraft Item Paid fee or Returned Nonsufficient Funds fee. For an explanation of how available balance and current balance are computed, see Parts IV (Overdrafts) and VI (Availability of Funds and Collection of Checks) of this Account Agreement. Withdrawals from Certificate Accounts may be subject to applicable rules regarding early withdrawal.
- b. **Withdrawal Forms** – You may use only drafts, checks, and other withdrawal forms supplied by or otherwise approved by DCU. DCU may refuse to pay orders or engage in transactions using any other forms. You must report the loss or theft of any blank drafts, checks, or other withdrawal forms promptly to DCU.
- c. **Forged Item Claim** – If you tell us a draft, check, or other withdrawal form was forged, altered, or otherwise not properly payable after DCU has made final payment on the item, we may withhold the amount we paid from your Account until a final determination of your claim has been made.
- d. **Online/Mobile and Card Withdrawals** – If you have requested and received an ATM or Debit Card or have signed up for Online or Mobile Banking, you will also be able to make withdrawals at an ATM, Point-of-Sale terminal, or through Online or Mobile Banking, as provided in the terms and conditions governing those services.
- e. **Postdated and "Stale" Checks** – We may pay checks drawn on your Account that are presented to us for payment, regardless of the date of the check, including postdated checks. We may pay checks that are presented more than six (6) months after the date of the check and are not subject to a current stop payment order, but we are not obligated to do so.

- f. **Notice of Withdrawal** – As required by federal regulations, we reserve the right to ask for seven (7) calendar days' written notice before you withdraw money from a dividend-bearing Account.

- 10. Restrictive Legends** - We employ automated processing and do not individually examine each check that is drawn on or deposited to your Account. Automated processing relies primarily on information encoded onto each item in magnetic ink (MICR) at the bottom of the check. You agree that DCU is not required to review individual items (whether drawn on or deposited to your Account) to identify or enforce any special instructions or limitations or "restrictive legends." A "restrictive legend" includes any added language that purports to condition or restrict the payment of the check, whether on the check or on any documentation submitted with the check. You agree that we may disregard restrictive legends or other notations placed on an item but not encoded on the MICR line, even though the notation may be important for your own purposes.
- 11. No Two-Signature Requirements on Accounts** – We do not offer accounts on which two (2) or more signatures are required for a check or withdrawal. If you indicate on your checks or signature card or other Account documents that more than one (1) signature is required for withdrawal, this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your Account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the Account. We are not liable to you if we do this.
- 12. Limitations on Withdrawals from Savings and Money Market Accounts** – Federal law (Regulation D) sets limits on the number of certain types of withdrawals from your Savings and Money Market Accounts. In each monthly statement period, you may make no more than six (6) transfers and withdrawals by means of preauthorized, automatic, telephone, mobile wallet, or computer instructions (including through Online Banking or Mobile Banking), or by check, or Debit Card (if you have checks or an ATM or Debit Card for the Account). If you exceed these limits, DCU may refuse to honor the excess transactions, may charge you a substantial fee for each excess transaction, or may convert your Savings or Money Market Account to a Checking Account. If your Account is converted, DCU will notify you of the type of Account to which it has been changed. There are no limits on the number of transfers or withdrawals that you may make in person at a branch or at an ATM.
- 13. Posting** – When we "post" transactions that have occurred on your Account, we "credit" (or add) deposits and "debit" (or subtract) withdrawals and fees. Transactions may be posted in any order selected by DCU. In general, however, we post debit and ATM card transactions, wire transfers, and internal DCU transfers in the order in which we receive them and we post checks and ACH transactions in batches during each business day. The order in which we post items to your Account affects your current balance and available balance. You may be able to avoid overdraft fees if a deposit of funds is posted before a withdrawal transaction that would bring your current balance below zero that day. You should monitor your current balance and available balance and make sure you understand how items are posted and when deposits become available. For more information about when deposits of funds become available, see Part VI (Availability of Funds and Collection of Checks) of this Account Agreement. Contact us in any of the ways listed under "Contact Us" for more detailed information regarding the order in which items are posted to your Account.
- 14. Stop Payment Orders** – You may stop payment on any draft or check drawn on your Checking or Money Market Account by contacting us in any of the ways listed under "Contact Us". If you telephone us, we may require that you send us the stop payment order in writing so that we receive it within 14 days of when you called. To stop payment on a check or other payment, you must tell us the exact amount of the payment, the check number, and the full number of the Account on which it is drawn. If the information you give us is not correct, or if you do not provide any other reasonable information that we ask for about the check or debit, or if you do not provide the information within a reasonable time before the check is presented, we will not be responsible if we are not able to stop it. We must receive your stop payment order before the draft or check has been paid. All stop payment orders expire automatically after 180 days unless renewed. We are not obligated to accept a stop payment order on any cashier's check, treasurer's check, certified check, or money order. If we agree to do so, we may first require you to post a surety bond, indemnify us for any potential damages, and/or file a declaration of loss in any form we reasonably request. You can stop payment of an electronic debit to your Account only under limited circumstances. See the explanation of your "Right to Stop Payments" in Section VIII(3)(e) of this Account Agreement. Even if you place a stop payment order in time and we are able to prevent payment of the item, someone holding the item still may be entitled to enforce payment against you. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees, to the extent permitted by applicable law. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons.
- 15. Legal Actions Affecting Your Account** – If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account, we will comply with that legal action. In our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. We may honor legal action that is served personally, by mail, by email, or by facsimile transmission at any of our respective offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where such funds, records, or property is held. DCU will not be liable to you if there are insufficient funds in your available balance to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds (and therefore decreased your available balance) in connection with the legal action. DCU may charge a processing fee and any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) against your Account.



- 16. Fees** – You agree to pay any standard Account charges that apply to your Account and to pay fees and charges for special services you request such as wire transfers, stop payment orders, certified checks, and dishonored checks. These charges may change from time to time. A list of DCU's current charges for commonly requested services is contained in DCU's Schedule of Fees and Service Charges. You may obtain an updated Schedule of Fees and Service Charges at any time by contacting us in any of the ways listed under "Contact Us". If we waive a service charge on any one occasion, we are not obligated to waive the same or any other charge on any other occasion.
- 17. Statements** – You agree to examine all Account statements and any accompanying items promptly upon receipt and to notify us of any errors. Statements and all itemized transactions will be deemed to be correct and free from forgeries, forged endorsements, and alterations unless you notify us of an error within sixty (60) days after the statement date (or within such longer period as may be required by law). You are required to notify us of a suspected error relating to a substitute check sooner. For further information about substitute checks and claims relating to them, see Part V (Substitute Checks and Your Rights) of this Account Agreement. We will send your statements to the address we have for you in our records unless you have requested another arrangement in writing. If any statement is returned because of an incorrect address, we may stop sending statements to you.
- 18. Insurance** – The funds in DCU Accounts are eligible for federal insurance by the National Credit Union Administration ("NCUA").
- 19. Transferability of Account** – All DCU Accounts are non-transferable except on the books of DCU. No Account may be pledged or assigned except with the prior written consent of DCU.
- 20. Collection** – To the extent permitted by law, you will be required to pay the fees of any collection agency, which may be based on a percentage at a maximum of 50% of the amount owed, as well as any other collection fees and expenses incurred by DCU (including, without limitation, court costs and reasonable attorneys' fees) in attempting to collect any amount owed by you with respect to any Account or service.
- 21. Set-Off and Lien on Shares** – In accordance with the Federal Credit Union Act, DCU has a lien upon the shares and dividends in your Account(s). If you (or either or any of you, if this is a joint Account) are in default of any obligation you have to DCU, we may (but are not obligated to) enforce our lien and apply any funds you have in any Account to reduce or extinguish that obligation. We have this right in addition to any other rights we may have under applicable law.
- 22. Standard of Care** – We use automated systems to process checks in order to handle a high volume of items at the lowest possible cost to you. You agree that, to the extent that such systems are comparable to those generally in use in the credit union industry, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations that are not detected by such systems. You also agree that ordinary care will not include detecting forgeries or alterations that could not be detected by an ordinary person acting with reasonable care.
- 23. Security Procedures** – DCU establishes security procedures for its ATM and Debit Cards, Online Banking, Mobile Banking, and other services. You agree to comply with such procedures. You also agree that, to the extent such security procedures are comparable to those generally in use in the credit union industry, their use will constitute ordinary care and, except as otherwise required by law, DCU will not be liable to you for losses resulting from unauthorized transactions that are not detected by such procedures. If you access your DCU Accounts using any third party technology, such as a smartphone, virtual assistant, or mobile wallet, you agree that DCU is not responsible for the security of that technology or of the devices you use. If you share your access codes or security settings on your devices with third parties, you agree that those third parties will also be able to access and transact on your DCU Accounts.
- 24. LIMITATION OF LIABILITY** – YOU AGREE TO HOLD DCU HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS AND EXPENSE OF LITIGATION AND REASONABLE ATTORNEYS' FEES) ARISING DIRECTLY OR INDIRECTLY FROM YOUR ACCOUNT, PROVIDED THAT DCU HAS EXERCISED ORDINARY CARE PERTAINING TO THE MATTERS GIVING RISE TO ANY SUCH CLAIMS, DEMANDS, LIABILITIES, LOSSES, OR DAMAGES. YOU AGREE THAT DCU WILL NOT BE RESPONSIBLE AND WILL INCUR NO LIABILITY TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT YOU MAY INCUR AS A RESULT OF DCU'S FAILURE TO PERFORM PROPERLY, OR ANY DELAY BY DCU IN PERFORMING, OUR OBLIGATIONS REGARDING YOUR ACCOUNT.
- 25. Safeguarding Your Checks** – You agree to use care in safeguarding unsigned checks on your Account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed, or otherwise unaccounted for.
- 26. Facsimile Signatures** – If your checks are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling the signature of an authorized signer on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.

- 27. Waiver** – We may delay enforcing any of our rights without losing them. Any waiver of a right on any one occasion will not constitute a waiver of that or any other right on any other occasion. Our remedies are cumulative, unless applicable law provides otherwise.
- 28. Invalid Provisions** – If any provision of this Account Agreement is determined to be unenforceable, such provision will be ineffective only to the extent unenforceable, and the remainder of the provision and all other provisions of this Account Agreement will remain in full force and effect.
- 29. Reporting Information** – DCU MAY REPORT INFORMATION ABOUT YOUR ACCOUNTS TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNTS MAY BE REFLECTED IN YOUR CREDIT REPORTS. DCU may also report information about your Accounts to other persons (such as lenders and employers) to whom you give our name as a reference or that you specifically authorize to obtain information from us.
- 30. Abandoned Property** – We are legally required to send funds from all “abandoned” Accounts to the state treasurer’s office. The applicable state law under which abandonment is determined (and the state to which abandoned funds are sent) is usually the state listed in the address you have provided for the Account. Typically, an Account is considered abandoned when there has been no customer-initiated activity for the period of years specified in the state law and no contact by the customer during that time. Since abandonment is determined based on customer-initiated activity, actions by DCU (such as paying dividends, processing automated deposits or withdrawals, or sending notices) do not keep an Account from being deemed to be abandoned. State abandoned property laws apply to all funds held by DCU, including Checking, Savings, Money Market, and Certificate Accounts, treasurer’s checks, and checks issued by DCU. A Certificate Account is usually deemed to be abandoned if no written communication is provided to DCU by the accountholder within the applicable period of years following (1) the original maturity date of a Certificate Account that does not provide for automatic renewal or (2) the maturity date of the first (1st) automatic renewal of a Certificate Account that provides for automatic renewal. After we turn abandoned funds over to the state, we have no further liability to you for the funds. You can usually reclaim the funds by filing an application with the appropriate state agency. Unless prohibited by applicable law, we may charge an abandoned property fee to your Account to cover our costs of sending notices, processing the Account, and remitting the funds to the state. Even if the time period for abandonment has not passed, if we consider your Account to be “inactive,” we may stop sending statements, charge your Account dormant Account fees, and otherwise suspend activity on your Account until you contact us to reactivate the Account.
- 31. Foreign Items and Foreign Currency** – A “foreign item” is a check or other payment order that is drawn on a financial institution or a branch of a financial institution located outside the United States. A foreign item may be payable in US dollars or in a foreign currency. “Foreign currency” is any currency other than United States dollars. You agree not to write a check or other payment order on your Account in any foreign currency. If we receive such a check or payment order, we are not required to process or pay it. If you deposit a foreign item in your Account, we are not required to process it and may return it to you. If we do elect to process it, we will do so only for collection and you are responsible for any processing fees or charges and any loss relating to the item, including but not limited to risk of loss in transit, the risk that the item may be returned unpaid, and the risk of changes in currency exchange rates. Foreign items are not subject to some US laws and regulations. For example, foreign items are not covered by funds availability laws and we are not required to credit your Account for the amount of a foreign item until we have collected good funds for it. If the item is returned unpaid or charged back to us after we have credited your Account for the item, you agree to reimburse us for the funds and we may reverse the credit to your Account or otherwise charge the amount of our loss to any Account you maintain with us. If you receive an item in foreign currency or ask us to send a payment in foreign currency, we will convert the funds from US dollars to the foreign currency or from the foreign currency to US dollars at a currency exchange rate that we determine in our discretion. We consider many factors in setting our currency exchange rates and our rates may differ from rates offered or used by other parties or offered or used by us under different circumstances. If we process a foreign item for collection, we use the exchange rate in effect on the date we credit the funds to your Account, not the rate in effect on the date we accept the item for collection. If we reverse a credit to your Account for the item at any time, we use the exchange rate in effect on the date of the reversal, not the rate we used to compute the original credit, even if this results in a loss to your Account.
- 32. Closing Your Account or Terminating Services** – Either you or DCU may close any of your Accounts (other than a Certificate Account) or terminate any service provided in connection with an Account, at any time, without advance notice. You may also close a Certificate Account at any time, subject to payment of any applicable early termination fees or penalties. A decision by either you or us to close an Account or terminate a service will not affect our existing obligations to each other, including any obligation you may have to pay fees or charges incurred prior to termination.
- 33. Suspension of Services** – We may suspend our services to you if you or any joint accountholder is not in good standing or is suspected of not being in good standing. The circumstances under which a person would not be in good standing are explained in Section I(5) (Limitation of Services) of this Account Agreement.
- 34. Amendments** – DCU has the right to amend this Account Agreement or to change the terms of any Account and/or service at any time. DCU will give you notice of any changes that increase Account costs or decrease Account services as required by law.
- 35. Notices** – Notices to you are effective when mailed or delivered to the last address DCU has for you. Notice to DCU is effective when received. On a joint Account, notice to or from one accountholder is deemed to be effective notice to or from all accountholders. We may provide notice to you in any format permitted by law, including as a notice printed on your Account

statement, an email, a printed letter, or by posting the notice on our website or in online or mobile banking. If the notice contains information we are legally required to provide to you in writing, we will send it to you electronically only if you have consented to electronic disclosures.

- 36. Accountholder Contact Information** – You certify that the contact information you have provided to open your Account is accurate and you agree to notify DCU promptly of any change (such as a new residential or mailing address, phone number, or email address). You may notify DCU by contacting us in any of the ways listed under “Contact Us”.
- 37. Applicable Law** – All Accounts are governed by DCU’s Account Agreement, as in effect from time to time, and by applicable Federal and Massachusetts laws. If the Account Agreement conflicts with applicable law, it will be deemed to be amended to the extent necessary to comply with such law. The validity of the remaining terms of the Account Agreement will not be affected.
- 38. Evidence** – If we go to court for any reason, we can use a copy of any document to prove what you owe or that a transaction has taken place and the copy will have the same validity as the original. DCU may maintain records and produce a copy of any document by any method that accurately reproduces the original, including (but not limited to) electronic, photographic, microfilm, microfiche, and optical imaging.

### III. ARBITRATION

- 1. Claims** – 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 your Account Agreement or any Accounts or Account services or agreements between us, or anything having to do with your relationship with DCU (“Claims”). During discussions, each party will honor the other’s reasonable requests for information relating to the Claim. For purposes of this Account Agreement, “Related Party” means our subsidiaries, affiliates, employees, officers, directors, and agents and any third party that pursues a Claim with you or on your behalf.
- 2. 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.
- 3. 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 whether 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 this Account Agreement, this Account Agreement will control. The arbitration will be conducted pursuant to the Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person or telephone hearing is necessary. 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.
- 4. 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.
- 5. 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](http://www.adr.org).
- 6. 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.
- 7. 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.

**8. 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 this Account Agreement 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 my Account Agreement for Membership # <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 the "Contact Us" section of this Account Agreement within 30 days from the date we provided this arbitration provision to you\*. This arbitration provision will apply to any Claims between us relating to any Membership for which we do not receive an opt-out notice as described in this paragraph.

\* If this arbitration provision is added to your Account Agreement after your Account is already open, then you can opt out until 30 days after this provision becomes effective. It shall be effective when it is provided 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.

**9. 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.

## IV. Overdrafts

We offer several overdraft protection services for your Checking Accounts. This Part of the Account Agreement contains important information regarding your Account balance and the fees you may be charged if your Account is overdrawn, as well as our Overdraft Protection programs.

### 1. How DCU Determines That An Overdraft Occurred

- a. **Current Balance and Available Balance** – As stated in our opt-in form "What You Need to Know about Overdrafts and Overdraft Fees", an overdraft occurs when you do not have enough money in your Account to cover a transaction. Your DCU Checking Account has two types of balances: the "current balance" and the "available balance", both explained below. It is very important for you to understand how these balance types are calculated and how DCU uses these balance types to determine whether you have "enough money" in your Account to cover a transaction.
- **Your Current Balance** – Your current balance is the amount of all deposits into your Account, without regard to deposits on hold (see Part VI (Availability of Funds and Collection of Checks) of this Account Agreement) or pre-authorization commitments, less payments that have actually "posted" to your Account. The current balance does not include transactions that you have initiated but which have not yet been presented to us for payment, such as debit card purchases that have been authorized and are pending ("pre-authorization commitments") or checks you have written that have not yet cleared. The following are examples of current balance –
    - o You have a \$100 current balance and you write a check for \$60. Until that check clears your Account, your current balance is \$100, because it does not include the pending check transaction which has not yet posted. While your current balance is \$100, you know you have already allocated \$60 of that for the check you wrote.
    - o You have a \$100 current balance and you make a \$60 online purchase with your debit card (non-PIN – see further explanation of PIN and non-PIN debit card transactions in Section 4 of Part VIII (Electronic Fund Transfers) of this Account Agreement). In most cases, the merchant will seek our authorization for the transaction. If we approve the transaction, we are obligated to pay it so we will place an authorization hold against your Account for the \$60; however, whether or not the merchant does this, your current balance remains at \$100, because the pending online debit card transaction has not yet posted to your Account. While your current balance is \$100, you again know you have already allocated \$60 of that for your online debit card purchase.
  - **Your Available Balance** – Your available balance is the amount of money that is immediately available for you to spend. It is the current balance, less holds on deposited funds, as well as funds that have already been "reserved" or "allocated" for another transaction, such as pre-authorization commitments, but that has not actually been withdrawn from the Account (in other words, money you have already spent). The following are example of available balance –

- o You have a \$100 current balance and \$100 available balance. Assume you make a \$60 online purchase with your debit card. In most cases, the merchant will request a pre-authorization commitment and if we approve it, then we will place an authorization hold against your Account for the \$60. Your current balance remains at \$100 but your available balance is reduced by \$60 for the pending online debit card transaction that has not yet posted. Thus, while your current balance is still \$100 until the debit card transaction is presented to us by the merchant, your available balance is only \$40.

b. **Authorization and Fee Assessment – DCU uses your available balance to determine whether we will authorize a transaction, but we use your current balance at the time a transaction is posted to your Account to determine whether your Account is subject to an overdraft fee.** The following examples illustrates how this works.

- Again, assume your current balance and available balance are both \$100, and you make a \$60 online purchase with your debit card (non-PIN). The merchant requests a pre-authorization commitment. Because you have \$100 available, we will likely authorize the payment and reduce your available balance to \$40. Your current balance will still be \$100. Before the merchant transaction is sent to us for payment, a check that you wrote for \$70 clears. Because you have only \$40 available (you have a commitment to pay the merchant \$60), paying the check will cause your available balance to be negative by \$30 but your current balance will be \$30. In this case, we may pay the \$70 check, and you will not be charged an overdraft fee because your current balance exceeds the amount of the transaction. (If the check was for \$120 instead, you would be charged an overdraft fee because it exceeds the \$100 current balance.)

c. **Importance of Tracking Available Balance and Spending** – DCU will only authorize a transaction based on the available balance of your Account. **It is very important to understand that you may still incur an overdraft fee even though the current and available balances appear to show there are sufficient funds to cover a transaction that you want to make.** Your current and available balances may not reflect all of your outstanding checks, automatic bill payments or ACH transactions that you have authorized, or other outstanding transactions that have not been paid from your Account. In the example in Section 1(b) of this Part, the outstanding check will not be reflected in your current or available balances until it is presented to us and paid from your Account. Your available balance also may not reflect recent deposits to your Account that are subject to “holds” as described in Part VI (Availability of Funds and Collection of Checks) of this Account Agreement. In addition, your balances may not reflect all of your pending debit card transactions. For example, if a merchant obtains a pre-authorization commitment but does not submit a one-time debit card transaction for payment within three (3) business days after pre-authorization, we may increase your available balance by the amount of the pre-authorization commitment. This means that your available balance will not reflect the pending transaction until the transaction has been received by us and paid from your Account (i.e., posted). (Note that this commonly happens with certain types of pre-authorized commitments, such as car rentals and international purchases, depending on the merchant.) Even though we may increase your available balance when a merchant does not submit the transaction for payment in a timely manner, the obligation to pay the merchant still applies. The time period for the pre-authorization commitment may be different for certain types of merchants that may have a pre-authorization commitment period of several hours, or for transactions or accounts that involve suspicious or unusual activity. We may, but are not required to, notify you if your Account does not have sufficient current balance in order to pay an item.

2. **Automatic Transfers from Savings** – If payment of a check, ACH transaction, ATM or debit transaction, or any other transaction from your Checking Account would overdraw that Account, we will automatically transfer the amount required to cover the transaction or all available funds in the Savings Account, whichever is less, subject to the maximum number of withdrawals permitted from the Savings Account. (Automatic transfers count for purposes of the federal Limitations on Withdrawals from Statement Savings and Money Market Accounts described in Section II(12) of this Account Agreement.) You do not need to separately opt-in to or select the Automatic Transfer from Savings feature; this feature applies to all Checking Accounts.

3. **Overdraft Protection (Overdraft Line of Credit Available by Prior Arrangement)** – You may apply for an Overdraft Line of Credit for an eligible Account. If you have an Overdraft Line of Credit, we will automatically lend you the amount you need to cover checks, withdrawals, or other transactions that would overdraw your Account, up to the amount of your approved credit limit. Information about applicable interest rates, fees, terms and conditions, and applications for an Overdraft Line of Credit are available at our branches or by contacting us in any of the ways listed under “Contact Us”.

4. **Overdraft Payment Service**

a. **Types of Overdraft Payment Service** – DCU offers two forms of our discretionary Overdraft Payment Service that are described in our opt-in form “What You Need to Know about Overdrafts and Overdraft Fees”: Basic Overdraft Payment Service and Full Overdraft Payment Service.

b. **Eligibility** – You must “opt-in” and be approved for our Overdraft Payment Service. An Account is eligible for this service if:

- the Account has been open for at least 90 days;
- any prior overdrafts have been paid promptly; and
- DCU has not previously terminated your access to the Overdraft Payment Service for frequent use and/or abuse

- c. **Opt-in and Opt-out** – To opt in (or out) of our Overdraft Payment Service, follow the instructions in our opt-in form “What You Need to Know about Overdrafts and Overdraft Fees”. You can change your preference at any time by contacting DCU with new instructions.
- d. **Fees** – We will assess one of the following fees: an Overdraft Item Paid fee, if you have opted into the Overdraft Payment Service, or Returned Nonsufficient Funds fee if you have not opted in (each, as disclosed in our Schedule of Fees and Service Charges), if your current balance is insufficient when we receive a payment to post to your Account. You may be charged more than one fee if multiple transactions are submitted for payment when the current balance in your Account is insufficient. Except as otherwise agreed in writing, if we agree to pay items when your available balance is insufficient or pay them when your current balance is insufficient, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee when your current balance is insufficient, you agree to pay the insufficient amount. You also agree to pay the fee assessed by us in accordance with our Overdraft Payment Service or any other service you may have authorized with us.

**5. Order of Overdraft Withdrawal** – DCU maintains the following orders of withdrawal of available balances from the overdraft sources described in this Part IV:

- a. **Members with Automatic Transfer from Savings only:**
  1. Checking Account available balance
  2. Savings Account available balance
- b. **Members with Automatic Transfer from Savings and Overdraft Payment Service:**
  1. Checking Account available balance
  2. Savings Account available balance
  3. Overdraft Payment Service
- c. **Members with Automatic Transfer from Savings and Overdraft Line of Credit (Overdraft Protection):**
  1. Checking Account available balance
  2. Any available order selected on the Overdraft Line of Credit application
- d. **Members with Automatic Transfer from Savings, Overdraft Line of Credit (Overdraft Protection), and Overdraft Payment Service:**
  1. Checking Account available balance
  2. Any available order selected on the Overdraft Line of Credit application
  3. Overdraft Payment Service

**6. Insufficient Current Balance** – If we do not permit a withdrawal that would overdraw your Account, you will be charged and agree to immediately pay all applicable Returned Nonsufficient Funds fees. We may charge a Returned Nonsufficient Funds fee and/or Overdraft Item Paid fee each time a merchant presents a single transaction for payment, even if that same transaction is presented for payment multiple times. In other words, the same transaction may result in multiple fees if it is presented for payment multiple times by the merchant.

**7. Avoiding Overdrafts** – Everyone makes mistakes, but here are a few things you can do to avoid overdrafts:

- Record all debit card purchases, checks, electronic transactions, deposits, credits, transfers, and ATM withdrawals in your written or electronic register. Do this as soon as you initiate the transaction if it is a withdrawal (i.e. as soon as you write the check, use your debit card, etc.), or as soon as the transaction actually occurs if it is a deposit. Remember to include any recurring withdrawals you have scheduled to ensure the money is in your Account before the withdrawal clears your Account.
- To cover potential mistakes, keep a cash cushion in your Account. If you can manage it, an amount equal to one week’s typical bills is a good rule of thumb.
- Set up a notification in Online Banking. Pick a minimum available balance and we will send you an email if your balance drops below that amount.
- If the day you receive your payroll deposits makes meeting your current due dates challenging, many billers will allow you to modify your due date.
- Contact BALANCE, a free service offered to DCU’s members. They offer no-cost financial education services. Visit the BALANCE website: <https://dcu.balancepro.org/programs>. Call BALANCE: Call a Financial Counselor, toll-free at 888-456-2227.

## V. Substitute Checks and Your Rights

- 1. Important Information Relating To Your Share Draft Account** – Congress created “substitute checks” under the federal Check Clearing for the 21st Century Act, or “Check 21,” to make it possible for credit unions and other financial institutions to transmit checks among each other electronically. This law affects your share draft Accounts by enabling checks that you write to clear the Account faster. You will also notice that some checks you write will be replaced with “substitute checks” before they are presented to us for payment. This Part explains substitute checks and your rights regarding them.
- 2. What is a substitute check?** – To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These checks are similar in size to original checks or drafts with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.
- 3. What are my rights regarding substitute checks?** – In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your Account is a dividend-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your Account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your Account earns dividends) not later than 45 calendar days after we received your claim. We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.
- 4. How do I make a claim for a refund?** – If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us. For telephone numbers, hours, and addresses, see the “Contact Us” section of this Account Agreement. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:
  - A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect).
  - An estimate of the amount of your loss.
  - An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss.
  - A copy of the substitute check or sufficient information to help us identify the substitute check, such as the check number, name of the person to whom you wrote the check, and the amount of the check.

## VI. Availability of Funds and Collection of Checks

- 1. Your Ability to Withdraw Funds** – DCU’s policy is to delay the availability of funds that you deposit in your Account. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks and deposited items that are returned to us unpaid and for any other problems involving your deposited items.
- 2. Determining the Availability of a Deposit** – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturday, Sunday, and holidays that DCU observes.
  - **Mail and Branch Deposit** – If you make a deposit at a teller’s window or by mail, we will consider the business day on which we receive it to be the day of your deposit.
  - **Online Deposit** – If you make an Online Deposit so that we receive it at any time before 5:00 p.m. Eastern Time on a business day, we will consider the day we receive it to be the day of your deposit; otherwise, we will consider the next business day to be the day of your deposit.
  - **ATM Deposit** – If you make a deposit at an Automated Teller Machine (ATM) before 12:00 noon Eastern Time, we will consider the transaction date to be the day of your deposit; otherwise, we will consider the next business day to be the day of your deposit.

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

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

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

**4. Second-Day Availability** – An additional \$5,300 or, if less, the remaining balance of all other deposits (except Foreign Checks and deposits made at an ATM not owned or operated by DCU) will be available on the second business day after the day of your deposit.

**5. Fourth-Day Availability** – All other deposits (except Foreign Checks and deposits made at an ATM not owned or operated by DCU) will be available no later than the fourth (4th) business day after the day of your deposit.

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

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

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

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

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

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

**10. Special Provisions for New Accounts** – If you are opening a new Account relationship, funds deposited in the Account may be subject to certain special availability rules (described below) for the first 30 days. Your Account is considered to be a "new Account relationship" if any of the owners of the Account is new to DCU. A person is new to DCU unless, within the last 30 days, he or she had a DCU Account that had been in existence for at least 30 days.

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

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

- Cash.
- Electronic deposits, including wire transfers and pre-authorized credits (such as social security benefits and payroll payments), but not including check deposits sent to DCU through Online Deposit.
- Checks drawn on DCU.
- The following checks, if they are payable to you:



- o Checks drawn on the United States Treasury
- o Checks drawn on a Federal Reserve Bank or a Federal Home Loan Bank
- o State and local government checks
- o U.S. Postal Money Orders
- o Cashier's, certified, and treasurer's checks
- o Traveler's checks
- o Checks issued by an insurance company if payable to you and DCU jointly and accompanied by a work order for work to be performed with the proceeds of the check

**Second-Day Availability for New Accounts** – The lesser of (1) \$5,525 or (2) all other deposits (except Foreign Checks and deposits made at an ATM not owned or operated by DCU) will be available on the second business day after the day of your deposit.

Except as affected by these special rules, DCU's standard policy continues to apply to new Accounts.

## VII. Truth In Savings Disclosures

**1. Annual Percentage Yield (APY) And Dividend Rate** – DCU's current Dividend Rates (at which dividends are paid on Accounts) and the corresponding Annual Percentage Yields or "APYs" (annualized rates based on the applicable dividend rate and the compounding period) are provided to you at the time of opening any Account on a separate Rates sheet, which are part of this Account Agreement and may be amended by DCU from time to time by posting on DCU's website. Rates are in effect for Accounts opened during the week shown on the rate sheet. DCU's current Dividend Rates and APYs are always available on our website or by contacting us in any of the ways listed under "Contact Us". The Dividend Rates and APYs on all Accounts except Certificate Accounts may change at any time at DCU's discretion. There are no limitations on the amount by which the rates may change. The Dividend Rate and APY on Certificate Accounts are fixed at the time the Certificate is opened or renewed and remain in effect for the term of the Certificate.

**2. When Dividends Begin to Accrue** – Dividends on both cash and non-cash deposits begin to accrue on the day of deposit. For an explanation of how we determine the "day of deposit," see Section VI(2) of this Account Agreement.

**3. Compounding and Crediting** – For most Accounts, dividends are compounded (added to the principal balance on which dividends are paid) daily and credited (posted to the Account) monthly on dividend-bearing Accounts. Dividends on Primary Savings Accounts are compounded and credited monthly. For additional information about compounding and crediting on other Accounts, please review the terms and conditions applicable to such Accounts. If you close any Account, other than a Certificate Account, before dividends are credited, accrued dividends for the month will not be posted to the Account or paid. For Certificate Accounts, accrued dividends will be posted and paid through the date of withdrawal (but penalties for early withdrawal may apply).

### 4. Minimum Deposit and Balance Requirements

There are three minimums that are important for each type of Account:

- The minimum deposit required to open the Account;
- The minimum balance required to earn dividends at the stated APY; and
- The minimum balance required in order for DCU to waive monthly service charges, if any are applicable to the Account.

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

**5. Balance Computation Method** – DCU uses the daily balance method for purposes of computing dividends and, where applicable, waiving service charges. The daily balance is the balance of your Account at the end of the day. For purposes of computing dividends, this means we apply a daily periodic rate (the applicable annual rate divided by the number of days in the year) to the balance in the Account at the end of each day. For purposes of waiving monthly service charges on Accounts subject to such charges, if any, this means that the balance of the Account must equal or exceed the minimum required balance at the end of each day during the statement cycle.

**6. Fees** – Fees that may be imposed in connection with your Accounts are disclosed on DCU's Schedule of Fees and Service Charges, a copy of which has been provided to you separately.

**7. Transaction Limitations** – There are no limitations on the number or amount of withdrawals from or deposits to your Account, except as follows.

- **Ltd Savings:** You may make 1 free withdrawal from the Account each month; there is a fee for each additional withdrawal.

- **Holiday Club Savings:** The minimum automatic deposit amount to this Account is \$20 per month.
- **Certificates:** You may not make additional deposits to any Certificate Accounts, except Regular Certificate Accounts with a term of 12 months or less, after Account opening. Deposits to Regular Certificate Accounts must be in the amount of at least \$100. There may be early withdrawal penalties for withdrawals from Certificate Accounts prior to maturity (see **Special Rules for Term Accounts**, below).

Federal law (Regulation D) imposes limitations on the number of certain types of withdrawals from your Savings and Money Market Accounts. In each monthly period, you may make no more than six (6) transfers and withdrawals by means of preauthorized, automatic, telephonic, mobile wallet, or computer instructions, or by check or debit card (if DCU has issued checks or a debit card for the Account). Federal law does not limit the number of transfers or withdrawals that you may make in person at a branch or at an ATM.

**8. Special Rules for Term Accounts (including all Certificates and Certificate IRAs)** – The APY disclosed for all Term Accounts assumes that dividends will remain in the Account until maturity. Withdrawal of dividends prior to maturity will reduce earnings. No additional deposits may be made to a Jump-Up Certificate Account or a Certificate IRA Account after the Account is established. Additional deposits of \$100 or more are permitted to Regular Certificate Accounts with a term of 12 months or less. The agreed dividend rate on a Certificate Account will remain in effect until the maturity date. A penalty will be imposed for withdrawal of principal before maturity, computed as follows:

- Term less than 12 months: 60 days' dividends on the principal amount withdrawn
- Term 12 to 35 months: 90 days' dividends on the principal amount withdrawn
- Terms 36 months or longer: 180 days' dividends on the principal amount withdrawn

No penalty will be imposed when a withdrawal follows the death of the prime owner, the disability of the prime owner when the disability occurred after the Certificate was opened, or the close of the dividend period in which the prime owner's membership in DCU was terminated. No penalty will be imposed for withdrawals from a Certificate IRA by members who are 70½ years of age or older or from a Roth Certificate IRA by members who are 59½ years of age or older. Unless instructed otherwise, DCU renews all Term Accounts automatically at maturity on the terms disclosed in a renewal notice sent to the prime owner 15 days before the maturity date. You will have a grace period of 5 calendar days (beginning with the maturity date) to withdraw the funds or change the term without being charged an early withdrawal penalty.

## VIII. Electronic Fund Transfers

From time to time, you may authorize someone other than us to transfer money electronically to or from your Account. For example, you can make an "electronic payment" of an amount you owe (such as a monthly mortgage payment) by authorizing a third party to transfer the payment amount from your Account electronically. You can receive "electronic deposits" of amounts owed to you (such as salary payments or Social Security benefits) if you instruct the third party who pays you those amounts to deposit the payment into your Account electronically.

This Part of this Account Agreement contains the terms and conditions applicable to our electronic fund transfer services. Specific types of transfer services are covered by Sections 1 (Electronic Check Conversion), 2 (Telephone Banking), 3 (Electronic Deposits and Preauthorized Transfers), and 4 (ATM and Debit Cards). The provisions in Section 5 apply to all types of electronic fund transfer services.

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

### 2. Telephone Banking

- Telephone Banking Service** – You may use our Easy Touch Telephone Teller ("Telephone Banking") service to make certain fund transfers as explained below on certain Accounts (excluding Certificate Accounts and IRAs) by telephone 24 hours a day, 7 days a week, at a number we will give to you.
- Types of Telephone Banking Transactions** – You may use our Telephone Banking service to make the following types of transactions:
  - Obtain information about Account balances and transactions;

- Transfer funds from your Account or line of credit to make a payment on a loan you have with us;
  - Withdraw funds from your Account; and
  - Transfer funds among your own Accounts or, if you have established member-to-member access for the Accounts of another member, transfer funds from your Accounts to the Accounts of the other member.
- c. **How to Use Telephone Banking** – In each call to transfer funds or obtain information by telephone, you must provide (1) your Account number and PIN; (2) the number or type of share or loan Account about which you want information or from which you want funds transferred or advanced; (3) for a transfer, the number or type of the share or loan Account to which you want funds transferred; and (4) any other information we reasonably request. We are not obligated to make any Telephone Banking transaction unless you provide the above information, but if we do so, you agree to be bound by such a transfer.
- d. **Unintended Telephone Banking Transactions** – If you give an Account number or type you did not intend to give in requesting a Telephone Banking transaction, you are bound by your requested transaction. We may, but are not obligated to, reverse any transaction you notify us was made due to your error, but we are not liable for any damages to you. You are also bound if someone to whom you give authority performs any erroneous or unexpected transactions.
- e. **Processing of Telephone Banking Transactions** – Except as noted in the next sentence, Telephone Banking transactions are processed on the same day we receive them. If you request a withdrawal from your Account, we will process the transaction on the same day only if we receive it before 4:00 p.m. on a business day; otherwise, we will process it on the next business day. We will mail you a check for the amount requested, at the last address we have for you on our records, no later than 1 business day after the withdrawal or advance is processed, so you should allow at least 5 business days after making the request before expecting to receive the check. We are not responsible for any delay in the U.S. mail service.
- f. **Limitations On Telephone Banking Transactions** – For security reasons, there are limits on the number and dollar amount of transfers you can make using our Telephone Banking. There are no other limits on the number or amount of the Telephone Banking transactions you may make in a statement period, except to the extent that federal law limits the number of transfers or withdrawals out of your Money Market and Savings Accounts (see the explanation under Limitations on Withdrawals from Savings and Money Market Accounts in Section II(12) of this Account Agreement). We do not have any obligation to make a Telephone Banking transfer or withdrawal from your Share Account if your Account has an insufficient available balance or if it would cause you to exceed the credit limit for your Line of Credit or Credit Card Account. If we do so, you agree to pay us the amount in excess of your credit limit, or for which there was an insufficient available balance, immediately and without demand from us.

### 3. Electronic Deposits and Preauthorized Transfers

- a. **Types of Electronic Deposits and Preauthorized Transfers** – You may authorize a government agency or other third party to make one-time or periodic payments to any of your Accounts at DCU (other than an Ltd Savings or IRA Certificate Account). You may also authorize a third party to make one-time or periodic transfers from any of your Accounts at DCU (other than a Certificate Account), provided that, in the case of a transfer from a Savings or Money Market Account, you do not exceed the federal limit on the number of payments or withdrawals from the Account during a statement period (see the explanation under Limitations on Withdrawals from Savings and Money Market Accounts in Section II(12) of this Account Agreement). You may also authorize DCU to transfer funds from your DCU Account or an account at another financial institution to any of your DCU Accounts (other than an Ltd Savings or IRA Certificate Account). Such payments or transfers will be credited to your Account on the same day they are received by DCU. You may also authorize DCU to transfer funds periodically from your Checking or Savings Account to pay obligations you owe to DCU or to third parties. We agree to honor such electronic deposits and transfers that are properly presented to us through the Automated Clearing House (ACH) system or by a third party with whom we have an agreement to honor them, provided that:
- In the case of deposits, we are receiving good funds.
  - In the case of transfers from your Account, you have a sufficient available balance or available credit to cover the transfer.
  - In the case of transfers from your Savings or Money Market Account, the transfer will not cause you to exceed the maximum number of transfers or withdrawals permitted under applicable law.
- b. **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.
- c. **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.

- d. **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 Account Agreement or access your Account through Online or Mobile Banking if you have arranged for those services to find out whether the transfer occurred.
- e. **Right to Stop Payments** – You can stop payment of any preauthorized transfer from your Account if you notify DCU in the following manner:
  - 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.
  - 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 Account 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.

#### 4. ATM and Debit Cards

- a. **DCU Cards** – This section covers both ATM Cards and Debit Cards. A DCU ATM Card allows you electronic access to the DCU Accounts you have selected, but cannot be used on the Visa® payment network. A DCU Debit Card allows electronic access to the DCU Accounts you have selected at all locations that accept DCU ATM Cards plus anywhere that accepts Visa® cards. When this Account Agreement refers to “DCU Cards” or “Cards,” we mean both ATM and Debit Cards. You must sign your Card immediately when issued to you and understand that the Card is our property. If you or we terminate this Account Agreement or the portion of this Account Agreement covering your Card, you agree to cut the Card in half and return it to us promptly, upon our request.
- b. **Using Your DCU ATM Card** – You can use your DCU ATM Card at the following types of locations:
  - DCU ATMs (also referred to as “Proprietary ATMs”) – These are ATMs that are located at DCU branches or that are labelled with DCU’s name.
  - Non-DCU ATMs (also referred to as “Shared Network ATMs”) – These are ATMs that are not labelled with DCU’s name, but that display the logo for a Network in which we participate (“Shared Network”). The Shared Network logos are posted on our website.
  - Point of Sale (“POS”) terminals that display any of the Shared Network logos (“Shared Network POS terminals”).
- c. **Using Your DCU Debit Card** – You can use your DCU Debit Card at the following types of locations:
  - Proprietary ATMs
  - Shared Network ATMs and POS terminals
  - Any ATM or Point of Sale (POS) terminal that displays the Visa® logo
  - Any merchant location that accepts Visa® debit cards
- d. **Use of PIN** – For ATM and PIN POS transactions, the DCU Card works by use of a Personal Identification Number (“PIN”) that you agree to keep secret and not write on your Card. For non-PIN POS transactions, you would sign or authorize the transaction electronically, with no PIN required.
- e. **Types of DCU Card Transactions** – You may use your DCU Card for the types of transactions described below at the ATMs and POS terminals described above. Each use of your Card will be an order for that transaction and will be equivalent to signing an authorization for that transaction. Except as otherwise provided by law, you agree to be responsible for all transactions performed with your Card and you agree that you will not authorize any other person to use your Card. If you request a transaction that would exceed the available balance in your Account, the transaction will be governed by Part IV (Overdrafts) of this Account Agreement. During the hours that the ATMs and POS terminals are accessible to the general public, you may use your Card for any of the types of transactions listed below. You may only access Accounts designated by you and approved by us for these transactions. Some of these services may not be available at all terminals at all times.
  - You may use your Card at any Proprietary or Shared Network ATM to:
    - o Transfer funds among your Checking and Savings Accounts.
    - o Withdraw cash from your Checking or Savings Accounts.
  - You may also use your Card at certain Proprietary or Shared Network ATMs to:
    - o Make balance inquiries regarding your Checking, Savings, and credit card Accounts.
    - o Obtain cash advances from your line of credit.
    - o Make deposits to your Checking or Savings Account.

- You may use your DCU Debit Card at any Shared Network POS terminal to pay for the retail purchase of goods and services with funds from your Checking Account.
- You may also use your DCU Debit Card at any retail location where Visa® cards are accepted to pay for the retail purchase of goods and services with funds from your Checking Account in a non-PIN transaction.

f. **Limitations on Card Transactions**

- **Limitation on Frequency of Transfers** – For security reasons, there are limits on the number of transfers you can make using Cards at an ATM or POS terminal. There is no other limitation on the number of ATM or POS transactions that you may make at an ATM or POS terminal, except to the extent that federal law limits the number of transfers or withdrawals out of your Savings Account (see the explanation under Limitations on Withdrawals from Savings and Money Market Accounts in Section II(12) of this Account Agreement).
- **Limitations on Dollar Amounts of Transfers** – For security reasons, there are limits on the dollar amount of transfers you can make using Cards at an ATM or POS terminal. The total amount that may be withdrawn by each cardholder during each calendar day, either in cash at an ATM or by means of a POS transaction, is the lesser of:
  - o the available balance in the Account from which the funds are to be withdrawn;
  - o \$1,000.00;
  - o \$410, if the transaction cannot be authorized against the available balance in your Account for any reason that is beyond our control; or
  - o any other dollar amount of which we have given you notice.

You may obtain this total amount in one transaction at one ATM or POS terminal or in more than one transaction in any combination of ATMs and POS terminals, except that DCU ATMs allow up to a maximum of \$500 in a single withdrawal transaction. Cash may be withdrawn only in multiples of a denomination that can be processed by the ATM at which the transaction is made (for example, withdrawals at most ATMs must be in multiples of \$20.00).

- **Hold on Non-PIN Transactions** – Please note that, in a non-PIN transaction, a “hold” will be reflected in your available balance for the combined amount of all non-PIN transactions that occur daily. The “held” amount will be reflected in your available balance for three (3) days or until the transaction is presented for payment, whichever is sooner. However, your daily spending limit for those three (3) days will be reinstated to the full limit each day. The following example assumes no other Account activity: The current balance of your Checking Account on Monday is \$1,500. You have a Debit Card with a daily spending limit of \$1,000. You make a non-PIN purchase for \$300 on Monday afternoon. Your daily spending limit for the rest of Monday is \$700. On Tuesday, Wednesday and Thursday, an ATM balance inquiry would show a \$1,200 available balance. However, your daily spending limit on Tuesday, Wednesday and Thursday is reinstated to \$1,000. On Friday, if the Monday transaction has not been presented to us for payment, an ATM balance inquiry would reflect a \$1,500 current and available balance. If the transaction is presented and processed on Friday, an ATM balance inquiry would show a current and available balance of \$1,200.
- **DCU Card Settings** – You may place limits on the amount of cash you can withdraw by using DCU’s Card Settings, solely through DCU’s Online and Mobile Banking, subject to applicable terms and conditions.
- **Other Restrictions** – From time to time, we may impose other limitations or restrictions on the use of your Card. You also agree that we may utilize other security mechanisms that might limit the use of your Card, which we may change from time to time without notifying you. Repeatedly failing to enter your correct PIN, for example, will cause your Card to be invalidated. An ATM may retain your Card if you have reported it lost or stolen, if you have closed your Account, if you have withdrawn funds in excess of your credit line or of the available funds in your Account, or if we have a reasonable belief that any risk exists with the respect to the security of your Account(s) or the system as a whole.

- g. **Currency Conversion and International Transactions** – If you make a transaction with your ATM or Debit Card in a currency other than U.S. dollars, Visa® will convert the amount of the transaction in foreign currency to a U.S. dollar amount. To make this conversion, Visa® will use the procedure set forth in its operating regulations. Those regulations provide that Visa® may make the conversion to U.S. dollars using either a government-mandated exchange rate or a wholesale exchange rate selected by Visa®. In either case, the rate used will be the rate in effect on the day Visa® processes the transaction, which may differ from the rate in effect on the date the transaction occurred or when it posted to the Account. You agree that your Account will be charged the U.S. dollar amount converted from a foreign currency as provided in this paragraph.

- h. **Inactive Cards** – We may invalidate your Card if it has not been used at an ATM or POS terminal for an extended period of time or if the designated Accounts linked to your Card become invalid or are closed. If we invalidate your Card, the Card will no longer be accepted for any transaction. To obtain a new Card, you must reapply. We may charge a reissuance fee for the replacement Card.

- i. **ATM and POS Fees by Third Parties and non-DCU ATM Fees** – When you use a non-DCU ATM, you may be charged a fee by the owner or operator of an ATM or POS terminal and by the network that completes the transaction, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. DCU cannot control the amount of such fees. Read posted or screen notices carefully to determine whether such fees will be imposed at a particular ATM or POS terminal and, if so, what the amount of the fee will be. DCU may charge fees for use of non-DCU ATMs. See our Schedule of Fees and

Service Charges. DCU may charge multiple Non-DCU ATM Transaction Fees if you execute multiple transactions, such as a balance inquiry, transfer, and/or withdrawal, even if such transactions are performed within a single ATM session.

## 5. General Provisions Applicable to All Electronic Fund Transfers

- a. **Personal Identification Number (PIN)** – You must obtain a PIN to make electronic fund transfers. Your PIN is confidential, and you agree not to reveal it to anyone else. You also agree that we may rely on the authority of anyone who provides your PIN at the time of making an electronic fund transfer. You agree to tell us immediately if someone else learns your PIN.
- b. **ACH Rules** – Credit given by DCU to you with respect to an Automated Clearing House (ACH) credit entry is provisional until DCU receives final settlement for such entry through a Federal Reserve Bank. If DCU does not receive such final settlement, you are hereby notified and agree that DCU is entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) will not be deemed to have paid you in the amount of such entry. Under the Operating Rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your Account, DCU is not required to give next day notice to you of receipt of an ACH item and DCU will not do so. However, DCU will continue to notify you of the receipt of payments in the periodic statements we provide to you. DCU may accept on your behalf payments to your Account that have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments will be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your Account.
- c. **DCU's Liability** – If DCU does not complete an electronic fund transfer to or from your Account on time or in the correct amount according to our Account Agreement, DCU will be liable for your losses or damages. However, there are some exceptions. You agree that DCU will not be liable:
  - If, through no fault of DCU, 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 Personal Line of Credit attached to the Account;
  - If the funds in your Account are subject to legal process or other encumbrance restricting the transfer;
  - If the ATM at which you are making a transfer does not have enough cash;
  - If an ATM, POS terminal, Telephone Banking, Online or Mobile Banking, or Funds Transfer service was not working properly and you knew about the breakdown when you began the transaction;
  - If circumstances beyond DCU's control (such as fire or flood) prevent the transfer, despite reasonable precautions that DCU has taken; or
  - Because of the transaction or security limitations provided for in this Account Agreement.

If DCU does not stop payment of a preauthorized transfer from your Account after you have given DCU proper notification of your stop payment order as provided in Section VIII(3)(e) of this Account Agreement, DCU will be liable for your losses or damages.

UNLESS PROHIBITED BY APPLICABLE LAW, THE FOREGOING WILL CONSTITUTE DCU'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AND DCU WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES EXCEPT AS SPECIFIED ABOVE OR AS OTHERWISE PROVIDED BY LAW. IN NO EVENT WILL WE OR ANY OF OUR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF ANY ELECTRONIC FUND TRANSFER SERVICE. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO DCU'S ELECTRONIC FUND TRANSFER SERVICES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- d. **Your Liability for Unauthorized Transactions** – You will be liable for unauthorized use of your ATM or Debit Card, PIN, or Passcode to the extent allowed by applicable federal and state law and this Account Agreement.

**Tell us AT ONCE if you believe your Card, PIN, or Passcode has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus your maximum amounts under an Overdraft Line of Credit and Overdraft Payment Service).** If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN, or Passcode 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 Card, PIN, or Passcode, and we can prove we could have stopped someone from using your Card, PIN, or Passcode without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN, Passcode, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- e. **Contact in Event of Unauthorized Transfer** – If you believe your Card, PIN, or Passcode has been lost or stolen, or that an electronic fund transfer has been made without your permission using information from your check, contact us by any of the methods listed in the “Contact Us” section of this Account Agreement.
- f. **DCU's Business Days** – For the Purposes of this Part VIII, DCU's business days are Monday through Friday, excluding DCU-observed holidays.
- g. **Minimum Balance Requirements** – There are no minimum balance requirements imposed on any Account for the right to make electronic fund transfers.
- h. **Fees** – Fees that DCU imposes for electronic fund transfers, or for the right to make electronic fund transfers, are itemized on DCU's Schedule of Fees and Service Charges. To obtain a copy, contact DCU by any of the methods listed in the “Contact Us” section of this Account Agreement.
- i. **Disclosure of Information to Third Parties** – We will disclose information to third parties about your Accounts 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.
  - If we are otherwise required or permitted to make such disclosure under applicable law.
- j. **Receipts and Statements** – You will be given an option to receive a receipt each time you perform an electronic fund transfer at an electronic terminal (such as an ATM or POS terminal). However, receipts are not required to be provided for transactions of \$15 or less. 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.
- k. **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.
- l. **Stop Payment Orders** – Your initiation of certain electronic fund transfers from your Account (including, but not limited to, making purchases using your ATM or Debit Card) will, except as otherwise provided in this Account Agreement, effectively eliminate your ability to stop payment of the transfer. UNLESS OTHERWISE PROVIDED IN THIS ACCOUNT AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT USE ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.
- m. **Termination of Electronic Fund Transfer Services** – DCU may terminate any or all of its electronic fund transfer services or revoke your Card at any time by sending written notice to you. You may terminate any electronic fund transfer service by sending DCU written notice of termination and, if you are terminating your ATM or Debit Card, by cutting your Card in half and returning the pieces to DCU. Whether you terminate a service or we do, the termination will not affect your existing obligations, even if we allow any transaction to be completed after the service has been terminated.

**6. In Case of Errors or Questions About Your Electronic Transfers (See separate notice below for errors or questions about Remittance Transfers)** – Telephone or write to us at the telephone number or address listed under the “Contact Us” section of this Account Agreement if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 calendar days after we sent you 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 and date of the suspected error

If you tell us orally, we may 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 the

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 calendar 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.

## 7. In Case of Errors or Questions About Foreign Electronic Fund (Remittance) Transfers

a. **Remittance Transfer Error Resolution** – This notice applies to problems with remittance transfers that are covered by the error resolution process under federal law. "Remittance transfers" are electronic fund transfers of more than \$15 that you instruct us to make primarily for personal, family, or household purposes and that are to be received by a payee outside the United States. Subject to certain limitations, the following errors and problems are generally covered:

- The wrong amount was charged to your Account;
- The beneficiary received the wrong amount;
- The beneficiary did not receive the funds; or
- The funds were not available to the beneficiary by the date of availability we disclosed to you.

b. **What to do if you think there has been an error or problem** – If you think there has been an error or problem with a remittance transfer that you have sent through DCU, contact us in any of the ways listed under "Contact Us". You must contact us within 180 calendar days of the date we promised you that funds would be available to the recipient. When you contact us, please tell us:

- Your name, address, and telephone number;
- The error or problem with the transfer and why you believe it is an error or problem;
- The name of the person receiving the funds and, if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 calendar days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

c. **What to do if you want to cancel a foreign wire (remittance) transfer** – You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or email address listed under "Contact Us" within 30 minutes of payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and the location where the funds were sent. We will refund your money within 3 business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.