



**BANKING – THE DCU WAY**

**ELECTRONIC SERVICES  
DISCLOSURE AND AGREEMENTS  
for Consumers**

May 2016

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**RECEIPT OF COPY**

I acknowledge receipt of a copy of this  
Disclosure and Agreement.

**IMPORTANT DOCUMENTS  
PLEASE READ THOROUGHLY AND  
RETAIN FOR YOUR RECORDS**

ELECTRONIC SERVICES  
DISCLOSURE AND AGREEMENTS

**Table of Contents**

	Page
<b>GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES</b>	4
<b>ADDITIONAL DISCLOSURES APPLICABLE TO:</b>	
Preauthorized Deposit Services	10
Preauthorized Payment Services	10
Audio Response Electronic Telephone Banking	12
Home Banking	12
Automated Teller Machine (ATM) Electronic Fund Transactions	14
ATM and Debit Card When Used As A Point-of-Sale Device	16
ATM Electronic Fund Transactions, Point-of-Sale Transactions, Audio Response Electronic Telephone Banking Transactions, and Home Banking Transactions	17
<b>PROTECTED CONSUMER USE OF ELECTRONIC FUNDS TRANSFER SERVICE - 167B</b>	19
<b>DIVIDEND RATES</b>	21
<b>FEES AND SERVICE CHARGES</b>	21
<b>AMENDMENTS</b>	21
<b>GOVERNING LAW: CONFLICT WITH APPLICABLE LAW</b>	21

**ELECTRONIC SERVICES DISCLOSURE  
AND AGREEMENTS**

In this Disclosure and Agreement, the words “I,” “me,” “mine,” “my,” “us,” “they,” “their,” and “our” mean each and all of those who apply for and/or use any of the electronic services described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean Digital Federal Credit Union (DCU). The word “PIN” refers to both my assigned Personal Identification Number, a highly sensitive and unique code which will be issued to me upon opening my Membership and the unique password I will be asked to create upon my initial login to your Home Banking System. The word “ATM” refers to an Automated Teller Machine. The word “POS” refers to Point-of-Sale. The word “ACH” refers to an Automated Clearing House. The words “ATM Card” refer to my DCU ATM Card. The words “Debit Card” refer to my DCU Debit Card. The words “Audio Response” and “Audio Response Telephone Banking” refer to Easy Touch. The words “Home Banking” and “Home Banking System” refer to DCU’s Online Banking and DCU’s Mobile Banking. The words “Bill Payer” refer to the third party bill payment portion of DCU’s Home and Mobile Banking. Unless otherwise noted, the words “Savings Account” when appearing alone and initial capped, refer to both the “Primary Savings Account” and “Savings Account(s)” as applicable (see DCU’s Truth-in-Savings Disclosure and Account Agreements for additional details).

I understand there are disclosures, periodic statements, and other communications that DCU is required to or may make. Depending on the delivery method I have agreed to, you will consider such communications to have been “mailed” or “delivered” when you have sent me email notification, to an email address I have provided, that the communication is ready; when you have conveyed the communication to the US Post Office or other generally accepted courier, addressed to the Prime Owner of the account at the address you have on record; or on such date/at such time as you previously disclosed to me such communication would be available in the location at which I agreed to receive it. My acceptance, retention, or use of an electronic fund transaction or access device hereunder constitutes an agreement between you and me as described below.

This Disclosure and Agreement is given by you in compliance with the Electronic Fund Transfer Act (15 U.S.C. Section 1693, et seq.) and Regulation E (12 CFR 205, et seq.) to inform me of certain terms and conditions of the electronic fund transfer services I have requested or make use of.

At the present time, you participate in several types of services that may be accomplished by electronic transfer: preauthorized deposits of net paycheck; payroll deductions; preauthorized deposits of pension checks and Federal Re-

curing Payments (for example, Social Security payments); preauthorized withdrawals for bill payments and other recurring payments; ATM electronic fund transaction services at Credit Union owned (“Proprietary”) ATMs (which will be identified as such) and on “Shared Network” ATMs such as Cirrus<sup>®</sup>, NYCE<sup>®</sup>, Visa<sup>®</sup>, CO-OP<sup>SM</sup>, SUM<sup>SM</sup>, and such other systems as may be added from time to time; Audio Response Telephone Banking, Home Banking and Point-of-Sale Transactions. In addition, I may authorize a one-time electronic transfer from my checking account by using information from a paper check to initiate an electronic fund transfer and you will honor it as such. I understand the resulting transaction, an electronic check conversion, is then covered by this Disclosure. Disclosure information applicable to all electronic services offered by you is given below, with certain specific disclosure information for each service following in separate sections. I understand that the agreements, terms, conditions, rules and regulations applicable to my Checking Account(s), Savings Account(s), Visa<sup>®</sup> Credit Card(s), Line(s) of Credit, and any other applicable account(s) remain in full force and effect and continue to be applicable, except as specifically modified by this Disclosure and Agreement.

#### **GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES**

##### **Business Day Disclosure (Eastern Time)**

Your business days are Monday through Friday, except Federal or Digital Federal Credit Union holidays. In general, your **Branch** business day hours are 9:00 a.m. to 5:00 p.m. Your **Information Center** business day hours are 8:00 a.m. to 9:00 p.m. Your Operations business day hours are 8:00 a.m. to 5:00 p.m. Your **Branch and Information Center** Saturday hours are 9:00 a.m. to 3:00 p.m.

ATMs, the Audio Response System, and the Home Banking System are generally available twenty-four (24) hours a day, seven (7) days a week. ATMs may not always be accessible due to location. In general, transactions processed after 12:00 noon at your ATMs and after 9:00 p.m. on your Audio Response System and Home Banking System will be effective the next business day.

Extended hours and other exceptions, when applicable, are posted in the branch office(s) and are available by calling the Information Center at 800.328.8797.

##### **Disclosure of Account Information to Third Parties**

You will disclose information to third parties about my account or transfers I make:

1. When it is necessary to complete an electronic transaction; or
2. In order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or

3. In order to comply with a government agency, court order, or any legal process; or
4. If I give you written permission.

I may see your Privacy Policy, for additional details.

#### **In Case of Errors or Questions About My Electronic Transfers I will:**

Telephone you at: 800.328.8797

Write you at: Digital Federal Credit Union  
Attention: Error Resolution  
220 Donald Lynch Blvd.  
PO Box 9130  
Marlborough, MA 01752-9130

or Email you at: [dcu@dcu.org](mailto:dcu@dcu.org)

as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transfer listed on my statement or receipt. You must hear from you no later than 60 days after you sent the FIRST statement on which the problem or error appeared.

I must:

- (1) Tell you my name and account number (if any).
- (2) Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information.
- (3) Tell you the dollar amount of the suspected error. If I tell you orally, you may accept an electronic signature to validate my claim or require that I send you my complaint or question in writing within ten (10) business days.

You will determine whether an error occurred within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this, you will credit my account within 10 business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within 10 business days, you may not credit my account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to 90 days to investigate my complaint or question. For new accounts, you may take up to 20 business days to credit my account for the amount I think is in error.

You will tell me the results within three business days after completing your investigation. If you decide that there

was no error, you will send you a written explanation. I may ask for copies of the documents that you used in your investigation.

### **Your Liability for Failure to Make or Complete Electronic Fund Transactions**

If you do not properly complete an electronic fund transaction to or from my account on time or in the correct amount according to your agreement with me, you will be liable for my losses and damages. However, there are some exceptions. You will not be liable, for instance, if:

1. Circumstances beyond your control (such as fire, flood, earthquake, electronic failure or malfunction of central data processing facility, etc.) prevent the transaction, despite reasonable precautions;
2. Through no fault of yours, I do not have sufficient funds in my account (or sufficient collected funds) to make a transaction;
3. The funds in my account are subject to an uncollected funds hold, legal process, or other circumstances restricting such transaction or payment;
4. You have received incorrect or incomplete information from me or from third parties (e.g. the U. S. Treasury, an automated clearing house, or a terminal owner);
5. The ATM, Audio Response System, or other electronic services system contemplated hereunder was not working properly and I knew about this breakdown when I started the transaction;
6. The ATM where I was making the transaction did not have sufficient cash, or cash in the denomination I requested;
7. My ATM Card, Visa Debit Card, Visa Credit Card or PIN has been reported lost or stolen, has expired, is damaged so that the ATM cannot read the encoding strip, is inactive due to non-use, is retained by you at my request, or because my PIN has been repeatedly entered incorrectly;
8. The transaction would exceed my Line of Credit limit;
9. Your failure to complete the transaction is done to protect the security of my account and/or the electronic terminal system.

There may be other exceptions.

### **Personal Identification Number (PIN)**

I understand that I will receive from you a Personal Identification Number (PIN) once my Membership has been opened. I understand that this PIN, once authenticated, will assist me in requesting and/or performing certain electronic transactions and that my use of the PIN, with or without

an additional access device, constitutes my agreement that any transaction performed with the use of the PIN is binding. Consequently I understand that the safekeeping of my PIN is extremely important and that you strongly advise I memorize my PIN and destroy or secure any written record. I understand that a separate PIN is assigned for each credit union membership on which I am an owner and that I may use the PIN only on the membership for which the PIN has been assigned.

I understand that I cannot access your Audio Response System, Home Banking System\*, or any ATM without this PIN.

I will notify you immediately and send written confirmation if my PIN is acquired by anyone other than the joint owner of my account. I understand and agree that you will immediately and without exception disable my PIN and issue a new PIN. In addition, you will reissue a new Debit Card, ATM Card, and/or Visa Card as applicable, usage of which, at any ATM, will require my new PIN. My new PIN will also be required when using the Audio Response System or Home Banking System\*.

If I disclose my PIN to anyone, however, I understand that this constitutes my having given them authorized access to my account and that any resulting transactions will be considered as having been authorized by me and are as binding as if I had performed them myself. I further understand that my PIN is not transferable and I will not disclose the PIN or permit any unauthorized use thereof.

\*I understand and agree, for security reasons, the first time I enter my assigned PIN into your Home Banking System for the purpose of logging in, I will be forced to create a new and unique PIN which I will then use for future logins to your Home Banking System only.

### **Overdrafts**

I understand that if any authorized items (e.g. checks, debit card transactions, ACH transactions), incurred fees, or other items would overdraw my checking account balance at time of presentment, any overdraft would be handled as outlined below:

1. You will automatically look to my Primary Savings Account to see if there are sufficient funds to cover the overdraft.
2. If I have requested an overdraft line of credit (including Visa) be associated with my checking account for the purpose of covering overdrafts, then that line of credit may also be used to fund any overdraft on my account(s) including but not limited to overdrafts caused by ATM or Debit Card access or a Home Banking Bill Payer transaction.

3. If I have opted in to and been approved for your Overdraft Payment Service (the “Service”), I understand that you will attempt to pay items that would overdraw my account and are unable to be covered by either of the first two methods outlined above. The types of items you will attempt to pay via this method will be determined by the type of coverage I selected at opt-in. What this means is that you may authorize and pay items that would otherwise overdraw my account up to \$1500.00 at any one time. The balance used to determine whether an item would overdraw the account is my Available Balance. The Available Balance is the total amount of funds in my account minus any purchases, check holds, fees, or pending transactions that have been authorized but not yet posted. In other words, funds that are actively available for use. Applicable fees as disclosed in your Schedule of Fees and Service Charges are included in the total \$1500.00 my account may be overdrawn (brought negative).

I understand the Service is not guaranteed and that you may revoke it at any time. I further understand the purpose of the Service is to help cover unintended overdrafts. If I misuse the Service you may revoke it permanently. Under no circumstances will your Overdraft Payment Service be used to authorize ATM transactions or debit card transactions that are PIN based as these are real-time transactions that will be denied based on my lack of sufficient available funds at the time.

I agree to repay immediately any negative balance that results from my use of the Service.

To opt-out of DCU’s Overdraft Payment Service at any time I may:

- Visit a DCU Branch
- Change my selection in Online Banking Account Manager
- Send a written request or completed form to
  - o 220 Donald Lynch BLVD
  - PO Box 9130
  - Marlborough, MA 01752

Please see DCU’s *Overdraft Payment Service Disclosure* for current eligibility requirements and other important terms and conditions.

I may not otherwise use my ATM or Debit Card(s) to overdraw my savings account(s) or checking account(s), or my line(s) of credit, if applicable. However, if I do overdraw

any of my accounts by any means, I authorize you to cover the overdraft as follows:

1. Overdrawn Savings Account: You will withdraw funds from my other savings account(s) or checking account(s) or make a cash advance from my line of credit account(s), if any, or make a withdrawal from other accounts including accounts on which I am a joint owner.
2. Overdrawn Checking Account: You will make a cash advance from my line of credit account(s), if any, or withdraw funds from my savings account(s) or other accounts including accounts on which I am a joint owner.
3. Overdrawn Line of Credit Account (excluding Visa): You will withdraw funds from my savings account(s) or checking account(s), or other accounts including accounts on which I am a joint owner.

Overdrafts which cannot be honored are payable on demand and may result in termination of my account(s).

#### **Charges for Electronic Funds Transaction Services**

All fees and charges associated with my electronic fund transactions are disclosed in your Schedule of Fees and Service Charges. Any fees charged will be deducted from my savings or checking account.

#### **STOPPING PAYMENT**

**EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT I MAY NOT STOP PAYMENT ON AN ELECTRONIC FUNDS TRANSFER AND THEREFORE SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS I AM SATISFIED THAT I WILL NOT NEED TO STOP PAYMENT.**

#### **Authorization**

If I disclose my PIN to anyone, give possession of my ATM or Debit Card to anyone, or fail to fully terminate my connection to your Home Banking System, I understand and agree that any transactions that occur as a result will be considered to have been authorized by me.

#### **Change In Terms**

You may change the terms and charges for the services indicated in this Disclosure and Agreement and may amend this Disclosure and Agreement from time to time. If I have an account with you through which electronic transactions are being processed, I will receive written notice at least thirty (30) days prior to the effective date of the change(s), or as otherwise provided by law.

#### **Disclosure of Delayed Funds Availability**

You may place a hold for uncollected funds on any item I deposit. This could delay my ability to withdraw funds. For further details, I may see the “Disclosure of Funds Avail-

ability Policy” which was previously made available to me, or contact your Information Center by calling 800.328.8797.

#### **Termination of Electronic Funds Transaction Services**

I may, by written request, terminate any of the electronic services provided for in this Disclosure and Agreement. You may terminate my right to make electronic fund transactions at any time upon written notice. If I ask you to terminate my account or the use of my ATM or Debit Card(s) or any other access device, I will remain liable for subsequent authorized transactions performed on my account.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED DEPOSIT SERVICES**

If I have arranged to have preauthorized electronic deposits of my net paycheck (if available from my employer), payroll deductions, pension checks, or Federal Recurring Payments (for example, Social Security payments), the following applies to me:

##### **Account Access**

Preauthorized deposits may be made to my Savings Account (1) or Checking Account(s).

##### **Notification of Preauthorized Deposits**

If I have arranged with a third party (for example, the Social Security Administration) to make preauthorized deposits to my account at least once every sixty (60) days, that third party making preauthorized deposits may have agreed to notify me every time the party sends you money to deposit to my account. If I have not made such an arrangement, I may view my account activity via your Home Banking System or telephone you at 800.328.8797 and you will advise me whether or not the preauthorized deposit has been made.

##### **Documentation of Preauthorized Deposits**

Generally, I will receive a monthly account statement for each month in which a preauthorized deposit is made, but at least quarterly if no preauthorized deposits are made. However, you reserve the right to send me just a quarterly statement if the only electronic fund transaction service I have with you is preauthorized deposits.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO PREAUTHORIZED PAYMENT SERVICES**

If I have requested a preauthorized payment to a third party from my credit union account and have made specific arrangements with that third party, the following applies to me:

##### **Account Access**

Preauthorized payments via ACH can be made from my Checking Account or Savings Account (1) only. Preauthorized payments via paper items can be made from my Checking Account only.

#### **Right to Receive Documentation of Preauthorized Payment**

1. **Initial Authorization:** I can get copies of the preauthorized payment documentation from the third party being paid at the time I give the initial authorization.
2. **Notice of Varying Amounts:** If my preauthorized payment may vary in amount, the party who will receive the payment is required to tell me, ten (10) days before such payment, when it will be made and how much it will be. I may agree with the person being paid to receive this notice only when the payment will differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that I set.
3. **Periodic Statement:** I will receive a monthly account statement for each month in which a transfer is made or at least a quarterly statement if no transfers are made.

#### **Right to Stop Preauthorized Payment**

If I want to stop any of the preauthorized payments or revoke an entire preauthorized payment authorization, I must call you at 800.328.8797, or write you, DCU, Attn: Electronic Services, at 220 Donald Lynch Blvd., PO Box 9130, Marlborough, MA 01752-9130 in time for you to receive my request no less than three (3) business days or more before the next payment is scheduled to be made. If I call, you will also require me to put my request in writing and get it to you within fourteen (14) days after I call. You will charge me for each request I give pursuant to your Schedule of Fees and Service Charges. A stop payment notice will apply only to that particular payment. If I have given you a request to revoke the entire preauthorized payment authorization, I understand and agree that I must also promptly contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide you with a copy of my written revocation notice to the third party.

#### **Your Liability for Failure to Stop Payment**

If I order you to stop one of my preauthorized payments and provide you with sufficient information to reasonably identify the withdrawal no less than three (3) business days or more before the transfer is scheduled, and you do not do so, you will be liable for my losses or damages to the extent provided by law.

#### **Liability for Unauthorized Electronic Payments**

I may be liable for unauthorized transfers made from my account by a third party. If I believe such a transfer has occurred, I must follow the procedures outlined in the “General Disclosures Applicable to All Electronic Services” section for resolving errors. Please also refer to the section entitled “Additional Disclosures Applicable to ATM Electronic Fund

Transactions, Point-of-Sale Transactions, Audio Response Electronic Telephone Banking Transactions, and Home Banking Transactions.”

#### **ADDITIONAL DISCLOSURES APPLICABLE TO AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING**

Audio Response Electronic Telephone Banking is a telephone banking service which will allow me to perform monetary transactions and account inquiries without assistance from your staff. I will actually “talk” directly with your host system.

#### **Types of Available Transactions**

I may use my Personal Identification Number (PIN) to make inquiries and transactions on the credit union membership for which the PIN has been assigned including but not limited to:

1. Account balances and loan payment information;
2. Transfers to make loan payments, including principal only payments;
3. Inquiries regarding all types of monetary transactions including Debit Card/ATM Card transactions, withdrawals, deposits, transfers, loan advances, and loan payments, as well as inquiries regarding specific checks;
4. Transfers between my own accounts, as well as “cross-account” transfers from my accounts to those of another member. I must initially set up “cross-account” access with the credit union;
5. Cash advance transfers from my Visa and other Line(s) of Credit;
6. Withdrawals in the form of a credit union check payable to the prime member and mailed to the membership address you currently have on file.

#### **Limitations on Frequency and Dollar Amount of Transactions**

1. Account withdrawals to me through your Audio Response System are unlimited to the extent I have funds available in my account(s), Visa Account(s), or Line(s) of Credit, as applicable.
2. Account transfers through your Audio Response System are unlimited to the extent allowed by Regulation D as outlined below.

#### **ADDITIONAL DISCLOSURES APPLICABLE TO HOME BANKING**

Home Banking is a service which will allow me to access my DCU Account through my personal computer or mobile device and will enable me to perform monetary transactions and actually view my account without assistance from your staff.

If I have requested and have been approved for use of the Home Banking service, the information below applies to me:

#### **Types of Available Transactions\***

For the 1st 3 days after my membership has been opened, I may use my Social Security Number for my initial login to the Home Banking System at which time I will be required to create a unique password that will be used for future Home Banking logins only. If I have not logged in after the 3rd day, I may use my assigned Personal Identification Number (PIN) for my initial login to the Home Banking System at which time I will be required to create a unique password that will be used for future Home Banking. When logged into Home Banking, I may make and view inquiries and transactions on the credit union membership for which the PIN has been assigned/created including but not limited to:

1. Account balances and transaction history (similar to my DCU statement);
2. Manual and automatic transfers to make loan payments;
3. Manual and automatic transfers between my own accounts and accounts I am joint on, as well as “cross-account” transfers from my accounts to those of another member. I must initially set up “cross-account” access with the credit union (Cross-account transfers, once confirmed, are final. Any refund of money must be between the giver and the receiver.);
4. Third party bill payments through Bill Payer, a separate Home Banking service.
5. Funds transfers between my DCU accounts and my accounts at other institutions.
6. Open new DCU accounts under my membership.
7. Using Online Deposit to make deposits to your shares.
8. Uploading documents in Document Share through Account Manager.

\*Some limitations may apply to transaction made via mobile device.

#### **Limitations on Frequency and Dollar Amount of Transactions**

1. Account withdrawals directly to me through your Home Banking System are unlimited to the extent I have funds available in my account(s), Visa Account(s), or Line(s) of Credit, as applicable.
2. Account transfers through your Home Banking System, including “Bill Payer” transactions, are unlimited to the extent allowed by Regulation D as outlined below.

### **ADDITIONAL DISCLOSURES APPLICABLE TO AUTOMATED TELLER MACHINE (ATM) ELECTRONIC FUND TRANSACTIONS**

If I requested that you issue me an ATM or Debit Card(s) to be used to transact business at any of your Proprietary ATMs, or any Shared Network ATM, or a Visa Card(s), the information below applies to me:

#### **Types of Available Transactions and Limits on Transactions**

Types of available transactions are listed below. I understand you may offer additional services in the future and, if so, I will be notified of them. Transaction types and services may be limited on certain Shared Network ATMs such as, for example, withdrawal limits. If a transaction or service type is not available, the attempted transaction will generally be refused as an “invalid transaction.” In addition, transactions at certain Shared Network ATMs may be subject to a service fee charged by the terminal owner.

#### **Account Access**

The ATM services which you make available to me and which are covered by this Disclosure and Agreement include:

1. Deposits to my savings account(s) and checking account(s) at any of your Proprietary ATMs and participating non-DCU ATMs displaying the CO-OP<sup>sm</sup>, or NYCE<sup>®</sup> logos;
2. Withdrawals from my savings account(s) and checking account(s) at your Proprietary ATMs and Shared Network ATMs;
3. Transfers between my savings account(s) and checking account(s) within the same account number at your Proprietary ATMs and Shared Network ATMs;
4. Loan payments made by cash, check, or by transfer of funds from my savings account(s) or checking account(s) at your Proprietary ATMs;
5. Advances on my line(s) of credit at your Proprietary ATMs and Shared Network ATMs;
6. Balance inquiries at your Proprietary ATMs and Shared Network ATMs;

You may offer additional services in the future; and, if so, I will be notified of them.

#### **Limitations on Frequency and Dollar Amount of Transactions**

Withdrawals from most ATMs are limited to \$1,000.00 per day, not to exceed the actual account balance (per transaction limitations may also apply). However, limitations may vary at some non-proprietary ATMs.

For security reasons, if circumstances beyond your control prevent the transaction from being authorized against my actual account balance, I understand my daily withdrawal limit will be adjusted to \$400.00.

In addition, you reserve the right to adjust my maximum daily withdrawal limit, at your sole discretion and without prior notification to me, if you feel the service is being deliberately manipulated to your detriment.

#### **My ATM or Debit Card**

My Personal Identification Number (PIN) will be required each time I use my ATM or Debit Card at an ATM or as an automated Point-of-Sale device. The following conditions must be observed for both privacy and protection of my account and the system:

1. I MUST KEEP MY ATM OR DEBIT CARD(S) IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY ATM OR DEBIT CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY ATM OR DEBIT CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE AN ATM OR DEBIT CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I MAKE MY CARD OR PIN AVAILABLE TO ANYONE, ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED AUTHORIZED BY ME.

#### **SAFETY AT THE ATM**

I UNDERSTAND THAT I SHOULD USE CAUTION AT ALL TIMES WHEN USING AN ATM. SOME PRECAUTIONS I CAN TAKE ARE: OBSERVE THE AREA FOR ANYTHING UNUSUAL OR SUSPICIOUS; LOCK MY VEHICLE WHEN I LEAVE IT; HAVE MY ATM CARD IN MY HAND AS I APPROACH THE MACHINE; AVOID REACHING INTO MY WALLET OR PURSE IN FRONT OF THE ATM; AVOID COUNTING MY CASH AT THE ATM; LOCK THE DOORS AND ROLL UP ALL BUT THE DRIVER'S WINDOW WHEN USING A DRIVE-UP ATM. IF I FEEL UNSAFE FOR ANY REASON, I SHOULD LEAVE THE AREA IMMEDIATELY.

#### **Ownership of ATM or Debit Card(s)**

The Card remains your property and I agree to surrender the Card to you upon demand. You may cancel, modify,



or restrict the use of any ATM or Debit Card upon proper notice or without notice if my account is overdrawn, if you are aware that I have violated any term of this or any other DCU Disclosure or Account Agreement, whether or not you suffer a loss, or where necessary to maintain or restore the security of my account(s) or the ATM system. You also reserve the right to recall the ATM or Debit Card through retrieval by any of the ATMs.

### **Making Electronic Fund Transactions**

I agree to follow the instructions posted or otherwise given by you or any ATM Network concerning use of ATMs. I understand that if I use a non-proprietary ATM, I may be charged a fee (surcharge) by the ATM operator or network used. This will be disclosed to me prior to my completing the transaction or balance inquiry and I must be given the opportunity to cancel the transaction or balance inquiry without incurring the fee.

### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM AND DEBIT CARD WHEN USED AS A POINT-OF-SALE DEVICE**

#### **Types of Available Transactions and Limits on Transactions**

By use of my ATM or Debit Card at an automated Point-of-Sale terminal or at a merchant who accepts the Card, I authorize you to make withdrawals from my Checking Account for cash advances and/or purchases.

#### **Account Access**

I may use my ATM or Debit Card to withdraw cash from my Checking Account by way of cash advances from merchants, financial institutions, and others who honor the Card and/or pay for purchases from merchants, financial institutions, and others who honor the Card.

#### **Limitations on Frequency and Dollar Amount of Transactions**

I may make automated POS cash advances and purchases only to the extent that I have available funds in my checking account, not to exceed \$1,000.00 daily in combination with any ATM withdrawals from the same membership. For security reasons, if circumstances beyond your control prevent the transaction from being authorized against my actual account balance, I understand my daily withdrawal limit will be adjusted to \$400.00. In addition, you reserve the right to adjust my maximum daily withdrawal limit, at your sole discretion and without prior notification to me, if you feel the service is being deliberately manipulated to your detriment.

I may make merchant cash advances and purchases with my Debit Card only to the extent that I have available funds in my checking account, not to exceed \$3,000.00 daily, although my daily limit may be greater based on relationship. (I will allow one business day for deposits to

my checking account to be reflected in my available balance with Visa). For security reasons, you may limit the number of transactions authorized. Also, if circumstances beyond your control prevent authorization from being obtained, my daily withdrawal limit will be adjusted to \$1,500.00.

### **My ATM or Debit Card**

My Personal Identification Number (PIN) will be required each time I use my ATM or Debit Card at an ATM or as an automated Point-of-Sale device. The following conditions must be observed for both privacy and protection of my account and the system:

1. I MUST KEEP MY ATM OR DEBIT CARD(S) IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT;
2. I MUST NOT TELL ANY UNAUTHORIZED PERSON MY PIN OR WRITE MY PIN ON MY ATM OR DEBIT CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY ATM OR DEBIT CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE AN ATM OR DEBIT CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, I AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM ANY ACCOUNT WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD. IF I MAKE MY CARD OR PIN AVAILABLE TO ANYONE, ANY WITHDRAWAL BY THAT PERSON WILL BE CONSIDERED AUTHORIZED BY ME.

### **Right to Receive Documentation**

I can receive a receipt from the merchant or financial institution at the time I make a purchase or obtain a cash advance. I should retain this receipt to compare with my statement from you.

### **ADDITIONAL DISCLOSURES APPLICABLE TO ATM ELECTRONIC FUND TRANSACTIONS, POINT-OF-SALE TRANSACTIONS, AUDIO RESPONSE ELECTRONIC TELEPHONE BANKING TRANSACTIONS, AND HOME BANKING TRANSACTIONS**

#### **Right to Receive Documentation of Transactions**

1. Transaction Receipt: I will receive a receipt at the time I make an ATM or POS transac-

tion. I should retain this receipt to compare with my statement from you.

2. Periodic Statement: I will receive a statement at least quarterly. I will receive a monthly statement for the account(s) which I have accessed using the ATM, POS, Audio Response System, or Home Banking System, which will show the calendar date that I initiated the transaction, the type of transaction, the type of account(s) accessed, and the amount of transactions occurring in that statement period.

### **My Liability for Unauthorized Transactions and Advisability of Prompt Reporting**

I must tell you AT ONCE if I believe my ATM, Debit or Credit Card (Card), or Personal Identification Number (PIN) has been lost or stolen, or if I believe that an electronic fund transfer has been made without my permission using information from my check. Telephoning is the best way of keeping my possible losses down. I could lose all the money in my account (plus my maximum overdraft line of credit). If I tell you within 2 business days after I learn of the loss or theft of my Card or PIN I can lose no more than \$50 if someone used my Card or PIN without my permission.

If I do NOT tell you within 2 business days after I learn of the loss or theft of my Card or PIN, and you can prove you could have stopped someone from using my Card or PIN without my permission if I had told you, I could lose as much as \$500.

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

### **Telephone Number and Address to be Notified in Event of an Unauthorized Transaction**

If I believe my ATM Card, Debit Card, Visa Card, or PIN has been lost or stolen or that someone will or may use it to transfer money from my account without my permission, I must:

telephone you at: 800.328.8797  
 or write you at: Digital Federal Credit Union  
 Attention: Error Resolution  
 220 Donald Lynch Blvd.  
 PO Box 9130  
 Marlborough, MA 01752-9130

### **Regulation “D” Restrictions on Electronic Funds Transactions**

Withdrawals and transfers from my checking, by whatever means, are unlimited to the extent that I have funds available in my account. Preauthorized, automatic, or telephone (including facsimile, Audio Response, and Home Banking) withdrawals or transfers from Savings Account(s) are limited to no more than six (6) transfers in each calendar month.

However, I may make an unlimited number of withdrawals from or transfers among my own Savings Accounts by mail, messenger, or in person at the Credit Union or at an ATM. I may also make an unlimited number of withdrawals from my Savings Account(s) through the Credit Union’s Audio Response System or by telephone if I request that you send me a check or make a payment to my DCU loan. Transfers or withdrawals in excess of the above limitations will not be honored.

### **Verification**

All transactions effected by use of the ATMs, the Audio Response System, or other electronic transactions contemplated hereunder which would otherwise require my signature, or other authorized signature, shall be valid and effective as if signed by me when accomplished by use of the ATM Card, Debit Card, or PIN or as otherwise authorized under this Disclosure and Agreement.

Deposits at an ATM are subject to verification by you and may only be credited or withdrawn in accordance with your “Funds Availability Policy” which has been previously provided to me. Transactions processed after the close of normal business each day shall be deemed to have occurred on your next business day. You are not responsible for delays in a deposit due to improper identification on the envelope or my improperly keying a transaction. Information accompanying a deposit should include my name, my account number, and where I want the deposit to go.

Any documentation provided to me which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

### **Relationship to Other Disclosures**

The information in this Disclosure and Agreement applies only to the electronic service transactions described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account involved.

### **PROTECTED CONSUMER USE OF ELECTRONIC FUNDS TRANSFER SERVICE**

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations

more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, I should be aware of my rights if I choose to utilize this system.

#### **Prohibition of Compulsory Use**

No person may:

- (1) Require me to use a preauthorized electronic fund transfer as a condition for the extension of credit unless the credit is being extended in connection with a checking or regular share account to maintain a specified minimum balance in my account.
- (2) Require me either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of government benefit.
- (3) Require me to pay electronically for the purchase of goods or services.

If my account is to be credited by a preauthorized transfer, I may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such transfer.

#### **Waiver of Rights**

No writing or agreement signed by me can waive the rights conferred to me by Chapter 167B of the Massachusetts General Laws unless I decide to waive these rights in settlement of a dispute or action.

#### **Discounts Prohibited**

A retail business or store which contains an electronic branch (e.g. Easy Cash Center or Electronic Banking Terminal) may not offer a discount to me to encourage purchases by electronic fund transfer rather than by cash, check, or charge.

#### **Refunds**

If it is policy of a retail business or store to give cash refunds in return for an item purchased by cash, then the policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.

#### **Suspension of Obligations**

If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions, preventing such a transfer, then my obligation is suspended until the transfer can be completed, unless that person demands, in writing, payment by other means.

#### **Prohibited Means of Identification**

My Social Security Number cannot be used as the primary identification number, although it can be used as a secondary aid to identify me.

#### **Criminal Liability**

Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

#### **DIVIDEND RATES**

I should visit your website at [dcu.org](http://dcu.org), or contact a DCU representative for timely dividend information.

#### **FEES AND SERVICE CHARGES**

Information with respect to these items is set forth in your Schedule of Fees and Service Charges.

#### **AMENDMENTS**

You may amend the terms and conditions of this Disclosure and Agreement at any time. You will give me written notice at least 30 days prior to any amendment becoming effective if the amendment will result in greater costs or liability to me or stricter limitations on the transactions I may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, you may amend these terms and conditions without such prior notice.

#### **GOVERNING LAW: CONFLICT WITH APPLICABLE LAW**

The above provisions will be construed in accordance with the laws of the Commonwealth of Massachusetts. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.



Digital Federal Credit Union  
220 Donald Lynch Blvd • PO Box 9130  
Marlborough, MA 01752-9130  
508.263.6700 • 800.328.8797  
dcu.org • dcu@dcu.org  
TTY: 800.395.5146 (For Hearing Impaired Only)

M705 (5.2016) FS634H

