



**BANKING – THE DCU WAY**

**ELECTRONIC SERVICES  
DISCLOSURE AND AGREEMENTS  
for Consumers**

September 2008

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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

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**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 number 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 “Check Card” refer to my DCU Check 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 PC Branch. The words “Bill Payer” refer to the third party bill payment portion of DCU’s PC Branch. 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 Recurring 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>, STAR<sup>®</sup>, CO-OP Network<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 8:00 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 as will transactions processed on Saturday through your Information Center or a Branch.

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, located within my copy of the Truth-in-Savings Disclosure and Account Agreements, for additional details.

**In Case of Errors or Questions About My Electronic Services Transactions**

I will call 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

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

I must tell you:

1. My name and account number;
2. The error or the transaction I am unsure about and clearly explain why I believe it is an error or why I need more information; and
3. 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 complete your investigation within ten (10) business days after my initial notification and will correct any error promptly. If you need more time, however, you may take up to forty-five (45) days to investigate my complaint or question. If you decide to do this, you will provisionally credit my account within ten (10) business days for the amount I think is in error, so that I will have use of the money during the time it takes you to complete your investigation. For transactions initiated outside of the United States, you may take up to ninety (90) calendar days to complete your investigation. You will, however, provisionally credit my account as described above.

If I initially notified you orally, you are requiring that I send my request in writing, and you do not receive my written notification within ten (10) business days, you may not provisionally credit my account during the additional time needed to investigate my complaint or question. You will however credit my account within one (1) business day of determining that an error occurred if applicable.

If you determine there was no error, you will send me a written explanation within three (3) business days after you finish your investigation. Your written explanation will include the date upon which the provisional credit will be withdrawn, if applicable, which will be not less than (5) business days from the date of the notice during which time you may use the funds to honor checks or similar instruments to third parties and preauthorized transfers. 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, Check Card, VISA 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) by separate mail 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 as 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 Check 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 via the Audio Response System, Home Banking System\*, or the ATM 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 to Line of Credit**

I understand that if I have an overdraft line of credit (including VISA) associated with my checking account, then that line of credit may be used to fund any overdraft on my account(s) including overdrafts caused by ATM or Check Card access or a Home Banking Bill Payer transaction.

I may not otherwise use my ATM or Check 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 which accompanies this Disclosure and Agreement. 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 Check 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 Availability Policy" in your Truth-In-Savings Disclosure and Account Agreements 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 Check 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 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 pre-authorized 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 computer.

**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 checks cleared, Check 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 checkpayable 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 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**

I may use my assigned Personal Identification Number (PIN) for my initial login to your Home Banking System at which time I will be required to create a unique PIN that will be used for future Home Banking logins only. 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. Cash advance transfers from my own VISA and other Line(s) of Credit as well as from those on which I am a co-borrower;
5. 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;
6. Third party bill payments through Bill Payer, a separate Home Banking service.
7. Funds transfers between my DCU accounts and my accounts at other institutions.
8. Open new DCU accounts under my membership.

### **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 Check 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 under-

stand

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 are:

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 Network<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;
7. The purchase of American Express Travelers Cheques with money from my Checking Account at a cost of 3% (\$5.00 minimum) of the total face value plus a \$1.00 fee when applicable. This service is available at American Express Travelers Cheque Dispensers only.

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. 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 Check Card**

My Personal Identification Number (PIN) will be required each time I use my ATM or Check 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 CHECK 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 CHECK CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY ATM OR CHECK CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE AN ATM OR CHECK 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 GIVE MY CARD OR PIN 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 Check 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 Check 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 Check 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 CHECK CARD WHEN USED AS A POINT-OF-SALE DEVICE**

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

By use of my ATM or Check 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 Check 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 Check 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 Check Card**

My Personal Identification Number (PIN) will be required each time I use my ATM or Check 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 CHECK 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 CHECK CARD OR OTHERWISE MAKE IT AVAILABLE TO ANYONE ELSE;
3. I MUST TELL YOU IMMEDIATELY OF ANY LOSS OR THEFT OF MY ATM OR CHECK CARD AND/OR PIN. IF I AUTHORIZE YOU TO ISSUE AN ATM OR CHECK 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 GIVE MY CARD OR PIN 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 ATMELECTRONIC 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 transaction. 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 Re-

sponse 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 Card, Check Card, or PIN has been lost or stolen. Telephoning is the most effective way of keeping my potential loss to a minimum. A written notification to you must follow my telephone call. If I do not properly notify you, I could lose all the money in my account (plus my maximum Line(s) of Credit). However, if I believe my ATM Card, Check Card, or PIN has been lost or stolen, and I tell you within two (2) business days after I learn of the loss or theft, I can lose no more than \$50.00 if someone used my ATM Card, Check Card, or PIN without my authorization.

Also, if my statement shows transactions that I did not make, I must tell you within sixty (60) days after the statement was mailed or otherwise provided to me.

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

If I believe my ATM Card, Check 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. No more than three (3) of the six (6) withdrawals or transfers may be made by check or other order to a third party.

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, Check 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 I may find in your "*Truth-in-Savings Disclosure and Account Agreements*" 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 see your current rate schedule, or visit your web site at [dcu.org](http://dcu.org) 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)