



BANKING – THE DCU WAY

**TRUTH-IN-SAVINGS DISCLOSURE
AND
ACCOUNT AGREEMENTS
INCLUDES FUNDS AVAILABILITY
and PRIVACY POLICIES
for Consumers**

September 2008

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

**RECEIPT OF COPY
I acknowledge receipt of a copy of
this Disclosure and Agreements.**

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TRUTH-IN-SAVINGS DISCLOSURE AND ACCOUNT AGREEMENTS

In the following Agreement(s) and Disclosures, unless otherwise noted, the words “I,” “me,” “mine,” “my,” “us,” “they,” “their,” and “our” mean each and all of those (whether one or more persons) who are subject to the agreement(s) as a result of signing a membership/account application form for each respective account. The words “you,” “your,” and “yours” mean Digital Federal Credit Union (DCU).

I. PAYMENT OF DIVIDENDS AND SPECIFIC ACCOUNT CONDITIONS

Dividends: The frequency and conditions upon which dividends are paid on all dividend-bearing accounts are in accordance with the Federal Credit Union Act, the Truth-in-Savings Act, and applicable Regulations. Dividend rate changes are within your discretion and are subject to change weekly. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The dividend declaration date follows the ending date of a dividend period.

For all dividend-bearing accounts, including Term Share Certificate Accounts, the dividend period is monthly, for example the beginning date of the first dividend period of the calendar year is January 1st and the ending date is January 31st. All other dividend periods follow this pattern. Dividends will be compounded daily and posted at the end of each calendar month. All cash and non-cash items deposited to my account will begin accruing dividends as of the business day of deposit.

If any of my accounts are closed, except my Term Share Certificate Account, before dividends are posted, I will not receive dividends accrued during that dividend period. If I prematurely close or withdraw funds from my Term Share Certificate Account before dividends are posted, I will receive dividends accrued through the date of such withdrawal minus penalties if applicable.

For a specific dividend rate(s) for each type of dividend-bearing account, I will refer to your rate information available to me by logging on to your web site at dcu.org, or by calling your Information Center at 800.328.8797, which is incorporated by this reference.

Balance Computation Method: Dividends are calculated using the daily balance method, which applies a daily periodic rate to the balance in the account each day, provided minimum balance requirements, if applicable, are met.

Reporting for Reserves: For regulatory reporting purposes, DCU Checking Accounts may be structured into checking and savings sub-accounts. Depending on the daily activity of my actual checking account, funds may in theory be distributed differently between the two sub-accounts as needed. This will allow

DCU to substantially lower its reserve requirement balance at the Federal Reserve Bank (FRB) and increase the amount of funds available for loans and investments, increasing its ability to serve its members. This process will not be reflected on my account statement as it is a combined balance reporting only and will not identify or impact any individual account. It will have no effect on checks clearing, available balances, dividend earnings if applicable, NCUA insurance, periodic statements or any other account feature.

Electronic Services: I agree to the terms and conditions of DCU's *Electronic Services Disclosure and Agreements*, which I also received a copy of, and understand this Disclosure pertains to all electronic services you offer. This includes but is not limited to your audio response and home banking systems which are both made available to me upon opening my membership and applying for a Personal Identification Number (see below) which you will automatically generate and mail to the prime member's address of record.

DELIVERY OF COMMUNICATIONS: 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.

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.

SAVINGS ACCOUNT: Dividends are paid on entire balance and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to open and maintain current status and membership is \$5.00.

CHECKING ACCOUNTS:

Free Checking: Non-dividend bearing. Conditions: The minimum balance required to maintain current status is \$0.01.

Dividend Checking: Dividends are paid on the entire balance for each day I maintain a \$2,500 balance or more, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to avoid a monthly fee is \$2,500. The minimum balance required to maintain current status is \$0.01

Premier Checking: Dividends are paid on the entire balance for each day I maintain a \$10,000 balance or more, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to avoid a monthly fee is \$10,000. The minimum balance required to maintain current status is \$0.01

HSA CHECKING ACCOUNT: Dividends are paid on entire balance, are calculated using the highest applicable dividend rate, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to maintain current status is \$0.01. (See also separate HSA DISCLOSURE STATEMENT)

HOLIDAY CLUB SAVINGS ACCOUNT: Dividends are paid on entire balance and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to maintain current status is \$0.01; however, I must automatically transfer (from my Savings or Checking Account) no less than \$20 monthly. I understand that if I choose to transfer from my Savings Account (1), this will be counted as a Regulation D Transaction (see II. 2, page 7). The balance will be transferred to my Savings Account (1) each September after dividends have been posted.

MONEY MARKET SAVINGS ACCOUNT: Dividends are paid on entire balance for each day I maintain a \$1,000 balance or more, are calculated using the highest applicable dividend rate, and are posted at the end of each calendar month. Paid dividends

remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to earn dividends is \$1,000. The minimum balance required to maintain current status is \$0.01. (See section entitled “Terms and Conditions Applicable to all Checking Accounts” for additional terms and conditions as they apply to checks.)

LTD SAVINGS ACCOUNT:

Dividends are paid on entire balance for each day I maintain a \$25,000 balance or more, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to earn dividends is \$25,000. The minimum balance required to maintain current status is \$0.01. One free withdrawal allowed each month. Each additional withdrawal will be assessed a fee as disclosed in your *Schedule of Fees and Service Charges*.

MEMBER DESCRIBED SAVINGS ACCOUNT: Dividends are paid on entire balance for each day I maintain a \$100 balance or more, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Conditions: The minimum balance required to open is \$100. The minimum balance to maintain current status is \$0.01.

TERM SHARE CERTIFICATE ACCOUNT:

Your Term Share Certificate Account is called a Certificate *See separate Certificate Disclosure and Agreement*.

INDIVIDUAL RETIREMENT ACCOUNT (IRA):

See section entitled “Terms and Conditions Applicable to Individual Retirement Accounts” for additional terms and conditions, along with separate IRA Plan Agreement and Disclosure.

The amount and additional conditions regarding any fees may be found in your *Schedule of Fees and Service Charges*.

II. TERMS AND CONDITIONS

TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS:

1. In order to join DCU, I, the prime member must be a US resident and 1) work for, belong to, or have retired from one of the companies, organizations, or associations in your field of membership; 2) live, work, worship, or attend school in one of the communities in your field of membership; or 3) be the spouse, domestic partner, child, grandchild, parent, grandparent, or sibling (including adoptive, in-law, and step relationships) of a current DCU member or a non-member who qualifies for membership as described in (1) above. I must also have a valid, verifiable Tax Identification Number (Social Security Number, if I am a US citizen, or Individual Taxpayer Identification Number). Further, I must be and remain a member in good standing to maintain my account(s). The par value of a share in this Credit Union is \$5.00. If I fail to complete payment of one (1) share upon my admission to membership or within six (6) months from the increase in the par value of shares, or if I reduce my Savings Account balance below the par value of one (1) share and do not increase the balance to at least the par value of one (1) share within six (6) months of the reduction, I may be terminated from membership at the end of a dividend period.
2. All accounts (except Checking Accounts) are not transferable except as defined in 12 CFR, Part 204. Except as specifically provided, no more than six (6) pre-authorized, telephone, or automatic transfers in any combination are permitted in any calendar month from any savings account, no more than three (3) of which may be by check or similar order per Federal Regulation D. (Money Market Accounts are considered Savings Accounts and are subject to the limitation of three (3) checks per month.)
3. Your delay in enforcing any of the terms and conditions of this Agreement shall not prohibit you from enforcing such terms and conditions at a later date.
4. You reserve the right, upon 30 days written notice, to change any provision of this Agreement. You also reserve the right to establish from time to time rules and regulations concerning any account which will be available for inspection upon request.

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5. You may endorse items or drafts payable to me that you receive for deposit to my account. If I have chosen to use a facsimile or rubber stamped “signature” to represent my legal and binding endorsement on items I am depositing to any DCU account on which I am named as an owner, you may but are not required to rely on such endorsement in good faith and in doing so are removed from any and all liability for any loss resulting from the improper or negligent use of such stamp or other device.
 6. You are not responsible for items lost while not in your possession.
 7. I shall exercise reasonable promptness in examining my statements and immediately notify you of any payment not authorized including, but not limited to, alteration of an item or an unauthorized signature. If I fail to uphold these duties, I will be precluded from asserting my unauthorized signature or any alteration if the Credit Union either proves it suffered a loss because of my failure, or pays on another item presented by the same wrongdoer if the payment was made before I properly notified the Credit Union. Notification must be given within 60 days of my having received the the statement. If I fail to uphold my duties, but yet I can prove that you failed to exercise ordinary care in the payment of the relevant items, the above preclusion will not apply and the loss will be allocated between you and me to the extent our respective action contributed to the loss. If I failed to examine my statement and report any unauthorized item within one (1) year after my statement has been made available to me, I cannot recover from you even if you failed to exercise ordinary care in paying the item.
 8. You or I may terminate an account(s) at any time. I understand, however, that your authority may not be changed or terminated except by written notice to you which will not affect prior transactions. In addition, if you receive written notice from any owner that withdrawals, in accordance with the terms of the account, should not be permitted, you may refuse, without liability, to pay any sums on deposit pending determination of the rights of the owners. Further, if there is more than one (1) owner and there is a conflict among us, you may require the signatures of all owners. Such written notice(s) shall become effective only upon receipt and after you have had a reasonable opportunity to act thereon.

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9. You reserve the right to close or freeze any account(s) discovered to be deliberately manipulated to your detriment. "Manipulation" includes, but is not limited to, kiting and repeated patterns of transactions which have no apparent business reason other than to take advantage of "Regulation CC" hold periods and/or "interest float" to your detriment.
 10. In accordance with the Federal Credit Union Act DCU may impress and enforce a lien upon my shares and dividends. I realize that this lien is enforceable at your discretion, and includes any obligation that I have or may have with you.
 11. I, the prime member on the account, understand that I am required to have a joint owner of legal age listed on my DCU Savings Account(s) until age 12 and on my DCU Checking Account(s) until age 17. Further, I must be at least 12 years of age to open a DCU checking account or receive an ATM Card and at least 17 years of age to receive a DCU Check Card.
 12. If my Savings Account balance falls below the required \$5.00, you may transfer the difference from any other account I have with you. In the event that there are no available funds to transfer, you reserve the right to close such membership after a period of six (6) months.
 13. I understand that if any other savings account I have with you, besides my Savings Account (1), currently has a zero balance and has been inactive for a period of six(6) months or longer (inactive meaning without any member initiated activity such as a deposit or transfer), you may close the account at your discretion.
 14. You may recognize the signature of anyone who signed a membership/account application form as authorized to transact business on that account. Any payment made on my account by you in good faith and in reliance on the terms and conditions of this Agreement and the membership/account application form shall be valid and discharge you from liability.
 15. The Board of Directors is authorized to request me to give up to 60 days written notice of my intention to withdraw funds from any account except checking accounts.
 16. Ownership for the Savings Account and all sub-accounts shall be established and determined by the most recent membership/account application form or other document(s)
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evidencing such account(s). A different form of ownership may be established by executing an additional application form(s) or change of ownership form(s). The word “owner(s)” means the owner of the funds in the case of an individual account and it means the joint owners (both as an individual and as a group) in the case of a joint or other account with multiple parties.

Owner(s) agrees that any and all sums heretofore or hereafter paid in to the account shall be subject to withdrawal or receipt of any owner and any such payment shall be valid and discharge you from any liability.

17. I, the prime member, agree to notify you promptly of any change of address. I may notify you in person at your office, via your website at dcu.org, or by sending a written and signed notice to:
- Digital Federal Credit Union**
220 Donald Lynch Blvd., PO Box 9130
Marlborough, MA 01752-9130.
18. I am required to keep you informed of my current address. In the event that I fail to do this, a charge may be made to my account for the actual cost of necessary locator service paid to a person or concern normally engaged in providing such service and incurred in determining my address.
19. All non-cash payments shall be credited to my account on the business day of deposit. My right to withdraw the funds represented by certain items, sharedrafts, or other items I deposit may be delayed for several days. I will be notified if my right to withdraw will be delayed. I will refer to the Credit Union’s “Disclosure of Funds Availability Policy,” found in Section IV of this Agreement, for further details. I understand that the availability of the deposited funds in my DCU account does not necessarily mean the deposited item has in fact cleared the account against which it was drawn and that to confirm this I must contact the paying bank. If any item I cash or deposit with you is returned unpaid by the paying bank, you may debit from my account both the amount of the item and the applicable fee as listed in your *Schedule of Fees and Service Charges*.
20. I understand that critical information from any check I deposit with you as well as any check drawn against my DCU account may be transmitted electronically. Further I understand that the original check may then be converted to a Substitute Check, and that this will be the legal equivalent of the original check written in accordance with the Check Clearing for the 21st Century Act (Check 21). In the event I

receive a Substitute Check, I understand I may have certain rights. To learn more about these rights I will see your Check 21 Disclosure.

21. All accounts are subject to your *Schedule of Fees and Service Charges*. You shall debit such charges against any account I own except my IRA. If there are insufficient funds available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.
22. I agree that you will not be responsible for any damages I incur in the event I deposit an item with you which is subsequently returned unpaid by the paying bank and that return is “late” due to markings on the back of the check caused by me or a prior endorser.
23. Commonwealth of Massachusetts law states that inactive account balances must be turned over to the state after a period of three (3) years if I have not:
 - a. Increased or decreased the amount of the account or presented an appropriate record for crediting of interest or dividends; or
 - b. Corresponded in writing with you concerning the membership; or
 - c. Otherwise indicated an interest in the account as evidenced by a memorandum on file with you.
24. You reserve the right to require that withdrawals made from my savings accounts be made in minimum amounts as set forth from time to time by Board policy. If my account balance is less than a minimum withdrawal amount, then I understand that my withdrawal must be equal to the full account balance.
25. You may, but are not obligated to, transfer funds from my savings accounts or loan accounts by my written or oral request. I understand and agree that no transfer will be made unless there are sufficient available funds on deposit or sufficient credit available at the time of transfer. I agree that any such transfer(s) shall be in the exact amount authorized and will be processed only on your “business days.”
26. Federal law requires you to report certain domestic currency transactions and foreign transactions. This reporting applies to all member accounts at the Credit Union.
27. You agree to retain, and furnish to me if requested, copies of certain records pertaining to my account and that these

records will be available to me for the time frame required by law. I agree to pay applicable fees as listed in your *Schedule of Fees and Service Charges* for these copies.

28. Federal law requires that you obtain and have certified by me a Taxpayer Identification Number (TIN) on all accounts. You will not open an account without this identification number. (For additional information on this requirement, please read “INSTRUCTIONS TO PAYER’S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS FORM W-9).” These instructions are found in Section III of this Agreement.)

Federal law requires that you obtain, verify and record information that identifies each person opening or having access to a DCU Account. I understand that you will ask for my legal name, residential address, Social Security Number or Individual Taxpayer Identification Number, phone number and date of birth and that you will require I provide identification.

29. In the event that a teller’s check, treasurer’s check, or certified check is lost or stolen, I may execute and deliver to you a written *Declaration of Loss*. I agree to indemnify you for any claim, loss, or costs arising from your attempts to honor, or honoring of, my Declaration. I understand that the *Declaration of Loss* is not enforceable until the later of the time the claim is asserted by me or the 90th day following the date of the teller’s or treasurer’s check or the 90th day following the date of acceptance of the certified check.
30. If I give you a payment order (e.g. wire transfer request) which identifies an intermediary or beneficiary’s bank by both name and identifying number, for example a routing number, you may rely on the identifying number as the proper identification even if it identifies a bank other than that which I have specified. If I give you a payment order which identifies a beneficiary by both name and identifying number, for example an account number, you may rely on the identifying number as the proper identification even if it identifies a person other than that which I have specified.
31. I understand that I may receive electronically transferred debits (when previously authorized by me) and credits to my account through a number of payment order methods (e.g. wire transfer or ACH transfer. ACH is a funds transfer system governed by the ACH Rules of the National Automated Clearing House Association (NACHA)) and agree that you are not required to notify me at the time the funds

are received or withdrawn. Instead, the debits and credits will be reflected on my periodic statement. You may provisionally credit my account for an ACH transfer upon receipt of the payment order but before final settlement, however, you may then reverse the provisional credit if final settlement is not received.

32. In applying for membership with you, I authorize you to gather whatever credit, checking account, and employment information you consider appropriate from time to time. I understand this will assist, for example, in determining my initial and ongoing eligibility for an account. I authorize you to give information concerning your experience with me to others for the purposes of administering or enhancing the products and services offered by or through you, or as required by law.
33. I understand that my services may be reduced, in accordance with your "Eligibility for Member Products and/or Services Policy," should any action by me cause a loss to the Credit Union.
34. Member accounts in this Credit Union are insured by the National Credit Union Share Insurance Fund.
35. I understand and agree that all aspects of the account(s) are governed by the laws of the Commonwealth of Massachusetts, to the extent that Massachusetts law is not consistent with controlling federal law, regardless of the method used to open or access the account.
36. I agree to indemnify, defend, and hold you and your employees harmless from and against any claim, demand, action, cost, loss, liability, and expense (including attorney's fees) which you incur by acting in accordance with this Agreement and Disclosure or as a result of my failure to abide by its terms.
37. I understand that there are commercially reasonable security procedures in place that may vary depending on the method I am using to access the credit union and I agree to follow those procedures. These may include but are not limited to various methods of identification and written requests or alternatives which you deem sufficiently secure.

TERMS AND CONDITIONS APPLICABLE TO ALL INDIVIDUAL AND JOINT ACCOUNTS:

1. If there is more than one owner, all agree with each other and with you that all sums now paid in or hereafter paid in by any one or all account owner(s) including all dividends thereon, if any, are and shall be owned by all account owner(s) jointly regardless of their net contributions with a right of survivorship and shall be subject to withdrawal or receipt by any of the account owner(s). Any such payment shall be valid and shall discharge you from any liability. Further, you may mail all Credit Union statements and notices to the Prime Member's last known address and this shall constitute notice to all owners.
2. You are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.
3. No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of savings.
4. Joint ownership of an account does not constitute credit union membership. Joint owners may be non-members.
5. I may pledge any or all of the available savings on deposit in the account, except IRA balances, as collateral security to any DCU loan(s) subject to then current loan policies. Further, a pledge of savings by any one of us shall be binding on all of us.
6. A right of survivorship arising from the express terms of a joint account cannot be changed by a will.
7. I agree that the actions of one account holder bind all other account holders. Prime and joint owners are equally responsible for any debt or loss incurred by you as a result of any mishandling of the account. Collection attempts, should they be necessary, may be made against the prime owner, joint owner, or both.
8. In the event that a negative balance is created in my account (whether due to ATM activity, nonsufficient funds activity, fees, charges, or otherwise), I understand and agree that you may transfer funds to such account from any other account (excluding IRAs), including account(s) upon which I am a joint owner, in an amount equal to the negative account balance. Further, I understand that the ownership of the account cannot be altered until such negative amount has been paid.

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9. I understand that any joint owner I add to my account will remain a joint owner on that account until such account is closed.
 10. I agree that signatures by my authorized agents (e.g. persons acting under a Power of Attorney) are valid, even if the principal-agent relationship is not indicated on the check or instruction they sign.
 11. Any owner may close my account (excluding my Membership/Savings Account) at any time, with or without cause. You are not required to provide notice of such closure to the other owners or authorized agents on the account.

**TERMS AND CONDITIONS APPLICABLE
TO TOTTEN ACCOUNTS:**

1. The trustee(s) declares that the account is, and any and all sums credited to such savings account are and shall be, held by me, (as joint tenants and equally regardless of our net contributions with right of survivorship if there is more than one trustee) in trust for the beneficiary(ies) named on the most recent application or designation of beneficiary form, reserving to me the right (1) to have dividends declared on said account paid to me; and (2) to revoke such designation in whole or in part, at any time or times, by executing and delivering to you a request for withdrawal or pledge of funds of the whole or part of such account, and such designation shall be revoked as to the whole or part to which such request relates.
 2. In the event of my death or, if the account is held by more than one person, the death of my survivor, then and only then, you shall pay such account balance(s) to beneficiary if then living (if more than one beneficiary is designated, then equally to those beneficiaries living at the date of my death or the death of my survivor(s)); but if no beneficiary is living at the date of my death or the death of my survivor(s), you shall pay such account balance(s) to my estate or the estate of my survivor(s). There is no right of survivorship between beneficiaries.
 3. Loans are not available on this account; however, I may pledge any or all of the available savings in the account as collateral security to any DCU loan(s) subject to then current loan policy.
 4. A right of survivorship arising from the express terms of a joint account or a beneficiary designation in a Totten Account cannot be changed by a will.
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**TERMS AND CONDITIONS APPLICABLE
TO ALL CUSTODIAL ACCOUNTS:**

1. The transferor/custodian is opening 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 transfer shall be deemed to include all dividends and any future additions thereto, is irrevocable and is made in accordance with and to include all provisions of the said statute of the Commonwealth of Massachusetts now in effect or hereinafter amended.
2. I acknowledge that by signing the application form, I have received the funds deposited to the account as custodian for the minor named therein under the Uniform Transfers to Minors Act.

Further, I understand it is my responsibility as custodian to transfer ownership of the funds to the minor at the appropriate time and that this action will not be monitored by you.
3. Loans are not available on this account nor may I pledge any of the savings in the account as collateral security to any loan(s).
4. The successor custodian named on the application form shall serve if I should be unable to act as custodian because I resign, die, or become legally incapacitated.
5. No voting rights exist in connection with this account.

**TERMS AND CONDITIONS APPLICABLE
TO ALL FIDUCIARY ACCOUNTS:**

1. I am duly appointed and acting in the capacity of Executor/Executrix, Administrator/Administratrix, Guardian, or Conservator. By the authority vested in me, I am acting individually or jointly, authorized and empowered to transact business as authorized by law of any character in connection with this account. My authority shall continue in force until written notice to the contrary is received by you.
2. Loans are not available on this account nor may I pledge any of the savings in the account as collateral security to any loan(s).
3. If the account is blocked, I understand that I shall file with the court a written receipt including an agreement with you that the money in the account, including any earnings thereon, shall not be withdrawn except upon court order.
4. No voting rights exist in connection with this account.

TERMS AND CONDITIONS APPLICABLE TO ALL UNINCORPORATED ASSOCIATION AND BENEVOLENT FUND ACCOUNTS:

1. I am duly appointed and acting in the capacity of Managing Organizer of this unincorporated association or fund and am authorized and empowered to transact business of any character in connection with this account.
2. I agree that anyone signing the Account Agreement has equal rights to request and perform transaction related activities on the account.
3. I understand that any requests for changes to membership information or ownership must be made by the Managing Organizer on a form provided by you.
4. I understand there can be no direct activity between this account and any other DCU membership other than the ability to deposit a DCU check, drawn on another account, if properly payable and endorsed, or by my express written instruction on a form provided by you.
5. Loans are not available on this account nor may I pledge any of the savings in the account as collateral security to any loan(s).
6. No voting rights exist in connection with this account.

TERMS AND CONDITIONS APPLICABLE TO ALL CHECKING ACCOUNTS:

1. You may at your discretion, but are not obligated to nor shall you be liable for refusal to, pay funds from this account:
 - a. When such payment would draw the available balance in the account below the minimum balance for the account as established from time to time by you (overdraft - See the *Schedule of Fees and Service Charges*). This may include overdrafts created by checks, debit card, ACH, and other electronic means as applicable.)
 - b. If drawn by means not authorized in advance by you.
 - c. Against items presented over six (6) months past their dates (“stale-dated” check). I agree that you may pay or reject a stale-dated check even if the presentation occurs after the expiration of a stop payment or postdated check order. You normally do not examine the date on checks presented for payment. I agree that you are not required to identify stale-dated checks or to seek my permission to pay them.
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You may also make a second attempt to clear any item originally identified as having insufficient funds. I understand you are not in any way obligated to do so, that all attempts to pay any item must still be completed within the settlement timeframes imposed by regulation, and that I will be charged a fee for items paid during a second attempt to clear in lieu of a returned item fee.

2. You may pay and charge to my applicable account, items drawn by and payable to any person, organization, association or corporation whom I have authorized by providing sample MICR encoded information identifying my account, provided there are sufficient funds in my account to pay such items. This includes an "Electronic Check Conversion" whereby a merchant or other institution uses a paper item I have provided as a source of information to then make a one-time electronic payment from my account - an electronic fund transfer.

I agree that your rights with respect to such items shall be the same as if you physically received an item drawn and signed by me personally. This authority shall remain in effect until revoked by me in writing (to you and to the agency to whom the sample MICR writing was provided) and you have had a reasonable opportunity to act on it.

I agree that you shall be fully protected in honoring such items. I further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, you shall be under no liability whatsoever, even though such dishonor results in the forfeiture of insurance, loss or damage to me of any kind.

3. If you have made good faith payment to a holder, you may charge my account according to:
 - a. The original terms of my check; or
 - b. The terms of my completed check unless you have notice that any such completion is improper.
4. I, or any other person authorized to draw on the account, may order a stop payment of any item or Automated Clearing House (ACH) item payable against my account, provided such request is timely, contains sufficient information to identify the item, and affords you a reasonable opportunity to act upon it under your rules, and that a stop payment fee will be assessed as set forth in the *Schedule of Fees and Service Charges*. I understand that if I am attempting to stop payment on a paper item I have provided that may be electronically converted, I will have been notified of the possibility of such conversion by the merchant

or other institution and I am responsible for providing the same notification to you in my stop order. I may also stop payment on a line of credit check. If I give such order orally, the order shall be valid for only fourteen (14) days thereafter unless confirmed in writing. Written orders shall be valid no longer than six (6) months, but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order was effective. I have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment order.

5. Death, dissolution or incompetence of me (or any of us) shall not revoke your authority to accept, pay, or collect an item or to account for proceeds of its collection until you know of the fact of death or adjudication of incompetence and have the reasonable opportunity to act on it. Even with knowledge, you may for ten (10) days after the date of death, dissolution or incapacity, pay or guarantee items drawn on or prior to that date unless ordered in writing to stop payment by a person claiming an interest in the account under rules established by you. We shall notify you if any of us die, become incapacitated, or our organization is dissolved.
6. If you have paid an item under circumstances giving a basis for objection by me, you shall be subrogated to the rights of:
 - a. Any holder in due course on the check against the drawer or maker;
 - b. The payee or any other holder of the check against the drawer or maker either on the item or under the transaction out of which the item arose; and
 - c. The drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.
7. I understand that the funds must be available in my account by the start of business on the day a check is presented to you for payment and that you may without liability accept, pay, guarantee, or charge items to the account in any order convenient to you.
8. I understand that if any checking account I have with you currently has a zero balance and has been inactive for a period of six (6) months or longer (inactive meaning without any activity initiated by me such as a deposit or transfer), you may close the account at your discretion.

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9. In the event of wrongful dishonor which occurs by mistake, liability shall be limited to actual damages I prove. In the event of a dishonor of any check or other debit on my account, your determination of whether sufficient funds exist in my account may be made at any time between the time the item is received and the time it is returned. If you choose to make a subsequent account balance check, you must use the last figure in deciding whether to dishonor the check or other debit.
 10. You are neither given notice nor otherwise affected by a restrictive endorsement of any person or entity except your immediate transferor.
 11. I agree that in the event I draw an item on my checking account with you, I will hold you harmless and indemnify you from any liability I incur due to a delay or misrouting of the check where the delay or misrouting is caused by markings placed on the check by me or a prior endorser that obscure any depository endorsement placed by you or your agent.
 12. I may authorize all items from my checking account(s) to be cleared pursuant to a separate written credit line application form which I must execute. I agree that overdrafts, if paid in excess of funds in any loan or savings account, are payable on demand. If overdrafts are to be covered by a transfer of funds from my Savings Account (1), such transfer(s) will generally be made only if there are sufficient funds on deposit at the time of transfer. I understand that no more than six (6) automatic transfers are permitted in any calendar month from my savings account in combination with other Regulation D transactions.
 13. You may recognize the signature of anyone who signed the membership/account application form as authorized to transact any business on this account including, but not limited to, the causing or making of overdrafts and endorsement of items payable to any signer of this account for which all of us shall be liable.
 14. No funds in this account may be pledged by any or all of said owner(s) as collateral security to any loan(s).
 15. If the application is signed by more than one person, we hereby appoint each other as agents and attorneys-in-fact to overdraft our Savings or certain loan accounts.
 16. If this is an organization account the persons authorized to sign on this account certify that they are duly appointed of-
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ficers of said organization and have the authority to transact business of any character whatsoever in connection with this account. Moreover, if this is an organization account, I agree to have at least two persons review my statements and any notices I receive pertaining to the account. You will not be responsible for losses caused by my failure to properly screen and supervise bookkeepers and others who handle my statements and notices.

17. I will notify you immediately if my items are lost or stolen.
18. As a convenience to me, you will submit my initial order and reorders for personalized items to the printer named on the face of the order. If the printer accepts the initial order and reorders, the printer will mail the items either directly to me or to me in care of you. I authorize you to charge my checking account for the cost of delivered items ordered, plus applicable sales tax.
19. This is a truncated checking account. Items are provided with carbonless copies, upon request, and are not returned with statements. I may however view printable front and back images of my cleared checks via the Account History function within your PC Branch service. I may also request, and you will provide within a reasonable time, a legible front and back copy of an individual item. I understand however, if I have not ordered my Digital Credit Union items through your approved check vendor, that you are not responsible for the quality of any check copy that I receive from you.
20. You may charge against my account a postdated check, even though payment is made before the date of the check. However, if I notify you within a reasonable time to permit you to act and identify the check with reasonable certainty, you cannot pay the check until the due date. Notice may be written or oral. If oral, the notice shall be valid for fourteen (14) days. If written, the notice shall be valid for up to six (6) months, and can be renewed within six (6) months for another successive six (6) month period.
21. I understand and agree that you may process certain checks mechanically, based on the information encoded on the items. This means that you may not visually examine each of my checks to determine if they are properly completed and endorsed. Although you may review checks, I understand and agree reasonable commercial standards do not require you to do so. I agree to review all statements as soon as I receive them and to notify you immediately of any discrepancy.

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22. I understand that you are not responsible for any delays or errors in processing that may occur due to the quality of my items or the MICR encoding that appears on my items.
23. I understand that if I have authorized a one-time electronic fund transfer from my checking account by using information from a paper check to initiate an electronic fund transfer, that this transaction is then covered by Regulation E as disclosed in your *Electronic Services Disclosure and Agreements*.

**TERMS AND CONDITIONS APPLICABLE
TO TERM SHARE CERTIFICATE ACCOUNTS:**

Your Term Share Certificate Account is called a Certificate. *See separate Certificate Disclosure and Agreement for additional terms and conditions which are incorporated by this reference.*

**TERMS AND CONDITIONS APPLICABLE
TO TRUST ACCOUNTS:**

See separate Application and Agreement for Credit Union Account in the Name of Trustees for additional terms and conditions which are incorporated by this reference.

**TERMS AND CONDITIONS APPLICABLE
TO INDIVIDUAL RETIREMENT ACCOUNTS:**

SAVINGS IRA: Dividends are paid on entire balance and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Payroll deducted contributions are reported for the tax year in which they are credited. There is no DCU penalty for early withdrawal (IRS penalties may apply). Conditions: The minimum balance required to maintain current status is \$0.01. (*See separate IRA Plan Agreement and Disclosure for additional terms and conditions.*)

MONEY MARKET IRA: Dividends are paid on entire account balance for each day I maintain a \$1,000 balance or more, are calculated using the highest applicable dividend rate, and are posted at the end of each calendar month. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be forfeited if account is closed. Payroll deducted contributions are reported for the tax year in which they are credited. There is no DCU penalty for early withdrawals (IRS penalties may apply).

Conditions: The minimum balance required to earn dividends is \$1,000. The minimum balance required to maintain current status is \$0.01. *(See separate IRA Plan Agreement and Disclosure for additional terms and conditions.)*

CERTIFICATE IRA: Dividends are paid on entire balance and are posted monthly. Paid dividends remaining in the account will earn dividends at the same rate and on the same terms. Dividends compound daily and are based on a 365-day year. Accrued dividends not yet posted will be paid up to the date of withdrawal of funds, on the amount withdrawn (early closing penalties may apply).

Conditions: The minimum balance required to open and maintain current status is \$500. *(See separate IRA Plan Agreement and Disclosure and separate Certificate Disclosure and Agreement for additional terms and conditions.)*

1. I understand I may not pledge any of the savings on deposit in my IRA as collateral security for any loan(s).
2. Certain federal and state penalties apply to amounts withdrawn from an IRA. These are set forth in the applicable federal and state law regulations which are incorporated herein by reference.

TERMS AND CONDITIONS APPLICABLE TO ALL BUSINESS ACCOUNTS:

1. For purposes of this Disclosure your definitions of the various businesses for which you offer accounts are:

Sole Proprietorship

An unincorporated and wholly owned form of business in the name of its sole proprietor where the firm does business under that name, or in the trade or assumed name under which the sole proprietor conducts business.

Partnership

An unincorporated business organization in which two or more persons, referred to as partners, are associated as co-owners for the conduct of an ongoing business enterprise from which profits and losses are shared.

Limited Liability Company

An unincorporated association in which one or more persons, referred to as members, are associated as co-owners for the conduct of an ongoing business enterprise from which personal exposure may be limited to the individual contribution made to the business.

Corporation

A legal entity totally separate and apart from the persons who own or operate it. The corporate structure consists of owners, referred to as shareholders; directors, elected by the shareholders to oversee management of the corporation; and officers, named by the directors to operate the corporation.

I understand that you are not responsible for determining whether my business needs can be met by any of the above. I may take an Application and the applicable Disclosures to discuss with a financial advisor.

2. You require that each Authorized Signatory(ies) on a Business Account be at least 18 years of age.
3. Each Authorized Signatory on a Business Account is duly authorized to act with respect to the Account(s) and you are authorized to act on all matters relating to the Account(s) upon the order of any one of the Authorized Signatories until you receive written instructions to the contrary from an authorized representative (as defined on the Application). I certify that any signatures appearing on the Application are the genuine signatures of said authorized persons.
4. I affirm that: 1) the sole proprietor, 2) all partners, 3) all members, or 4) all directors, officers and stockholders whether current or future, are within your Field of Membership.
5. I understand that access to and ownership of this account is determined by the most recent document you have on file. If there is a change to a sole proprietor, partner, member, or officer of the business, the account must be closed and a new account opened. If a non-owner Authorized Signatory is changing I must complete a Business Account Change Form. Changes to the membership information will be made by me in writing or by another secured method approved by you.
6. You may pay out funds with the signature of any Authorized Signatory. You may accept and/or endorse checks made payable to an individual Authorized Signatory, any combination of Authorized Signatories, or the Business, as named on the Application, for deposit only.
7. I understand and agree I will not initiate or facilitate any transfers or other activity between this account and any other DCU accounts other than the deposit of a DCU

check, drawn on another DCU account, to the business account if properly payable and endorsed or by my expressly written instructions on a form provided by you.

8. Dividends are not paid on Business Checking Accounts.
9. No voting rights exist in connection with this account.

III. INSTRUCTIONS TO PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS Form W-9)

(Section References are to the Internal Revenue Code)

PURPOSE OF CERTIFICATION:

An entity (such as the Credit Union) who is required to file an information return with the IRS must obtain my correct Taxpayer Identification Number (TIN) to report income paid to me, real estate transactions, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an Individual Retirement Account (IRA).

I must use your membership application to furnish my correct TIN to you, and, when applicable, (1) to certify that the TIN I am furnishing is correct, (2) to certify that I am not subject to backup withholding, or (3) to claim exemption from backup withholding if I am an exempt payee. Furnishing my correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

NOTE: If you give me a form other than a W-9 to request my TIN, I must use your form if it is substantially similar to form W-9.

HOW TO OBTAIN A TIN:

If I do not have a TIN, I should apply for one immediately. To apply, I must obtain Form SS-5, "Application for a Social Security Number Card" at the local office of the Social Security Administration, or Form W-7, "Application for IRS Individual Taxpayer Identification Number," from the local office of the Internal Revenue Service (for individuals), or Form SS-4, "Application for Employer Identification Number," from the local office of the Internal Revenue Service (for businesses and other entities). I must complete and file the appropriate form according to its instructions.

I understand that you will not open my DCU membership until I have received this number and provided it to you on an application.

WHAT IS BACKUP WITHHOLDING:

Persons making certain payments to me are required to withhold and pay to the IRS a percentage of such payments under certain conditions. This is called “backup withholding.” Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee compensation, and certain payments from fishing boat operators, but do not include real estate transactions. If I give you my correct TIN, make the appropriate certifications, and report all my taxable interest and dividends on my tax return, my payments should not be subject to backup withholding.

Payments I receive will be subject to backup withholding if:

1. I do not furnish you with my correct TIN; or
2. The IRS notifies you that I furnished an incorrect TIN; or
3. I am notified by the IRS that I am subject to backup withholding because I failed to report all my interest and dividends on my tax return (for reportable interest and dividends only); or
4. I fail to certify to you that I am not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only); or
5. I fail to certify my TIN. See the section entitled “Specific Instructions” for exceptions.

For other payments, I am subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See the Section entitled “Specific Instructions” below if I am an exempt payee.

PENALTIES:

Failure to Furnish TIN – If I fail to furnish my correct TIN to you, I am subject to a penalty of \$50 for each such failure unless my failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding – If I make a false statement with no reasonable basis that results in no imposition of backup withholding, I am subject to a penalty of \$500.

Criminal Penalty for Falsifying Information – Willfully falsifying certifications or affirmations may subject me to criminal penalties including fines and/or imprisonment.

SPECIFIC INSTRUCTIONS:

Name - If I am an individual, I must generally provide the name shown on my Social Security card. However, if I have changed my last name, for instance due to marriage, without informing the Social Security Administration of the name change, I may enter my first name and both the last name shown on my Social Security card and my new last name.

Signature - For a joint account, only the person whose TIN is shown on the Membership Application Form should certify his or her TIN.

Certification

1. Interest, and Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983 - I am not required to sign the certification; however, I may do so. I am required to provide my correct TIN.
2. Interest, and Dividend, Broker and Barter Exchange Accounts Opened After 1983 and Broker Accounts That Were Considered Inactive During 1983 - I must sign the certification or backup withholding will apply. If I am subject to backup withholding and merely providing you with my correct TIN, I must not check the box which indicates that I am not subject to backup withholding.
3. Real Estate Transactions – I must sign the certification.
4. Other Payments – I am required to furnish my correct TIN, but I am not required to sign the certification unless I have been notified of an incorrect TIN. Other payments include payments made in the course of my trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a non-employee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.
5. Mortgage Interest Paid by Me, Acquisition or Abandonment of Secured Property, cancellation of debt, or IRA Contributions – I am required to furnish my correct TIN, but I am not required to sign the certification.

Privacy Act Notice - Section 6109 requires me to furnish my correct Taxpayer Identification Number (TIN) to you for filing information returns with the IRS to report interest, dividends, and certain other income paid to me, mortgage interest I paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions I made to an individual retirement account arrangement. The IRS uses the number for identification purposes and to help verify the accuracy of my tax return. I must provide my TIN whether or not I am required to file a tax return. You must generally withhold a percentage of taxable interest, dividend, and certain other payments if I do not furnish my TIN to you. Certain penalties may also apply.

WHAT NAME AND NUMBER TO GIVE THE CREDIT UNION

Type of account: _____ Give name and Taxpayer ID Number (SSN, ITIN, or EIN)

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|---|--|
| 1. Individual | The individual. |
| 2. Two or more individuals
(<i>Joint Account</i>) | The first individual (owner) on the account. |
| 3. Custodial Account for a minor
(<i>Uniform Transfers to Minors Act</i>) | The minor. |
| 4. Trust | See the Trust Instrument. |
| 5. Totten | The actual owner of the funds. |
| 6. Fiduciary
a. Estate
(<i>Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.</i>) | Legal entity. |
| b. Conservator or Guardian | The actual owner of the funds. |
| 7. Unincorporated Association or Benevolent Fund | See the Account Agreement. |
| 8. Sole Proprietor | Generally the actual owner of the account. |

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- | | |
|-------------------------------------|---|
| 9. Partnership | The Partnership. |
| 10. Limited Liability Company (LLC) | Generally the Limited Liability Company. Single Member LLCs may use the TIN of the actual Member. |
| 11. Corporate | The Corporation. |

IV. (A) DISCLOSURE OF FUNDS AVAILABILITY POLICY FOR ALL ACCOUNTS, INCLUDING TERM SHARE CERTIFICATE ACCOUNTS

You may place a hold for uncollected funds on any check or draft deposited to my account. The holds described in this section are designed to protect against the possibility of an item being dishonored. If a hold is placed on any item, you will provide me with a notice of when I may draw against the funds.

For purposes of computing the amount of dividends, you will begin accruing dividends as of the business day of deposit should the required minimum balance be met, if applicable.

1. For purposes of this Disclosure, the following definitions apply:

- a. "Account" means account at this Credit Union;
- b. "Business day" means a period during which the offices of the credit union are open for carrying on substantially all business functions, and does not include Saturdays, Sundays, federal holidays, or Digital Credit Union holidays;
- c. "Cashier's check" or "Treasurer's check" means any check which is subject to the following:
 - i. The check is drawn on a depository institution.
 - ii. The check is signed by an officer or authorized employee of the depository institution.
 - iii. The check is a direct obligation of the depository institution.
- d. "Certified check" means any check with respect to which a depository institution certifies the following:
 - i. The signature on the check is genuine.
 - ii. The depository institution has set aside funds which are equal to the amount of the check and will be used only to pay that check.

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- e. “Day of deposit” means the day on which I transfer possession of an item to you for deposit to my account. After your close of business, or if possession is transferred on a non-business day, the “day of deposit” shall mean your next business day; Automatic Teller Machine (ATM) deposits are subject to an earlier cutoff time of 12:00 noon, which is deemed the close of business for the ATM; therefore the “day of deposit” for deposits at ATMs after 12:00 noon is the next business day.
 - f. “Item” and “Instrument” mean a check, negotiable order of withdrawal, warrant, or money order;
 - g. “Teller’s check” means any check issued by a depository institution and drawn on another depository institution;
 - h. “Local” means any check drawn on a depository institution located within the same Federal Reserve District as that of the branch where the deposit is being made;
 - i. “Non-local” means any check drawn on a depository institution located outside of the Federal Reserve District as that of the branch where the deposit is being made;
 - j. “Personal check” means any check drawn on the account of a natural person;
 - k. “Business check” means any non-guaranteed funds check drawn on an account which contains a business name. This includes, but is not limited to, items with the words Co., Corp., Inc., LTD., or DBA in the account title and insurance items;
 - l. “First endorsed” means any check endorsed and being deposited by the original payee;
 - m. “Third party” means any check payable to and being deposited by someone other than the original payee.

2. I am generally entitled to draw on any of the following item deposited to my account on the business day that possession is transferred to you:

- a. Cash
- b. Items drawn on DCU
- c. First endorsed Cashier’s, Certified, and Treasurer’s items
- d. First endorsed items directly affiliated with sponsor companies (i.e. Payroll, Investor Services, Insurance, Relocation, etc.)
- e. First endorsed federal, state, and local government items

- f. First endorsed CUNA items
- g. First endorsed insurance items payable to DCU and to member, if paid work order is provided with deposit
- h. First endorsed money orders
- i. First endorsed traveler's items
- j. Electronic Fund Transfers (i.e. Direct Deposit, ACH deposit)
- k. Wire transfers
- l. No less than \$100 from any DCU Branch or proprietary ATM deposit. Longer delays of up to five business days may apply on deposits made at non-proprietary ATMs. ATMs that you own or operate (proprietary) will be identified as DCU machines.

3. Your policy is to make funds from local and non-local items requiring holds available as illustrated on this and the following page.

To determine whether an item is local or non-local, use the first four digits of the routing number. If the first four digits of the routing number are local numbers, the check is considered a local check. Otherwise, the check is a non-local check. Some items are marked "payable through" and have a four or nine-digit number. For these items use the four-digit number (or the first four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these items are local or non-local. (See APPENDIX A for a listing of routing number prefixes local to DCU's branch offices.)

WHEN FUNDS BECOME AVAILABLE

<u>Check Deposited on</u>	or	<u>Monday</u>
No less than \$100 will be available by the first business day after the day of deposit	or	Tuesday
Up to an additional \$4,900 from a <u>local</u> check deposited, on the second business day after the day of deposit (up to \$5,000 now available from local check deposit)	or	Wednesday
<u>All</u> funds remaining from a <u>local</u> or <u>non-local</u> check deposited, on the fourth business day after the day of deposit	or	Friday

Funds I deposited by check may be delayed for a longer period of time under the following circumstances:

- a. The item is deposited within 30 calendar days of the opening of the account;
- b. The item is an insurance draft, that is, payable through another institution;
- c. You receive notice that the item(s) has been or will be dishonored;
- d. The item is being deposited into an account with a history of collection problems;
- e. DCU has any reason to doubt the collectibility of the item;
- f. The item is drawn on an office located outside of the United States;
- g. The item is subject to processing delay; that is presentment delay, a mutilated item, or an improperly encoded item.

I will be notified if a longer delay was applied.

Any delay by you beyond the time limits prescribed above shall be excused if caused by interruption of communication facilities, suspension of payment by a bank or savings institution, emergency conditions, or other circumstances beyond your control provided that you exercise such diligence as the circumstances require.

In no event does the above policy effect your right to accept or reject an item for deposit or to require written notice of an intended withdrawal.

IV. (B) SPECIAL NOTICE REGARDING ENDORSEMENT STANDARDS

The federal law dealing with funds availability requires the financial institution's endorsement area on the back of an item be kept clear and unobstructed. This rule is designed to prevent unnecessary delays in processing my deposits as well as to promote speedier returns of dishonored items. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing me) can be used by me for endorsements or any other markings.

You will not be responsible for any damages incurred in the event I deposit an item which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by me or a prior endorser on the back of the check.

In the event that I draw an item on my checking or loan account with you, I am responsible for any delay or misrouting of the check caused by markings placed on the check by me that obscure any depository endorsements placed by you or your agent and I agree to hold you harmless and indemnify you from any liability due to such delay or misrouting.

V. PRIVACY POLICY

DCU is a not-for-profit, member-owned financial cooperative. We only exist to serve you and your fellow members and help you achieve financial well-being. For you to allow your credit union to serve you, we must earn your confidence and trust. As you should expect, the privacy of your personal financial information is extremely important to us. We take significant steps to protect your privacy so we can maintain your trust - and, it's the right thing to do.

The information below explains our policies for using and protecting the personal financial information you entrust to us.

At DCU, your information is not for sale

We do not and will not sell mailing lists or the financial information of our members.

All information we must share with third party service providers is protected

In the course of providing and administering the products and services you use, we do share some information with our service providers (see more details below). All of our information sharing is protected by contractual non-disclosure agreements that address the confidential nature of all of our member information. They require strict measures to protect the privacy of that information. In addition, ALL of these contractual provisions are specifically worded to survive the termination of every contract. This means that we have protected your information both now and at any future point in time.

Collection and disclosure of personal information

When you apply for a product or service, you provide personal information necessary for us to process your application. In order to fulfill your requests and continue to maintain your membership effectively, we retain and may share information we learn about you from the following sources: information we receive from you on applications (paper and on-line) or other forms such as your name, address, Social Security Number; information about your transactions with us such as your payment history and credit card usage; information we receive from consumer reporting agencies such as credit history. See additional details below.

Sharing information with third-party service providers

By using the services of reputable companies, we can provide you state-of-the-art products and services we would not be able to provide you on our own. In all cases where we use third-party service providers to help us serve you, contract provisions and our due diligence protect the privacy of all member information shared. Generally we share your nonpublic personal information with nonaffiliated third parties to complete transactions or maintain accounts and related records. We limit the information sharing to only what is absolutely necessary to provide the service to you. Here are some examples of third-party service providers we use...

- ATM transaction processors
- Bill payment service
- Plastic card production
- Check printer
- Statement printer
- Printing and mail firms
- Mortgage application processors
- PC Branch access provider
- Consumer loan application processors

We may also share information with select nonaffiliated third parties if: you request or authorize it, such as a deposit verification, or the information is necessary to process a transaction initiated by you, such as a Visa Credit Card purchase, ATM withdrawal, or transaction at a CU Service Centers® location.

DCU enters into arrangements only with businesses we believe provide a quality product or service and who follow strict confidentiality requirements to assure they are legally bound to safeguard any information that is shared with them.

Credit reporting

Without using and sharing information with credit reporting agencies as virtually all lenders do, DCU would be unable to meet the mortgage and consumer loan needs of our members. DCU has a fiduciary responsibility to protect the assets of your credit union from losses. As a result, we make use of data supplied by credit reporting firms to help ensure members we lend money to or give a checking account to will fulfill their financial obligations. In exchange for access to this data, we are required by contract to report back to these agencies on what loans members have with us and if they are repaying their loans on time. The use and reporting of credit information is regulated under the Fair Credit Reporting Act. DCU follows the letter and the spirit of these regulations. We make every effort to ensure credit information we report is accurate and up to date.

Group benefit providers, surveys, consulting, and election firms

We may occasionally provide information to reputable non-affiliated third parties to give you access to products you have requested that are not offered directly by DCU, often at a reduced cost. For example as a DCU member, you're eligible for a certain amount of FREE Accidental Death & Dismemberment Insurance and reduced cost additional coverage through Progeny Marketing Innovations.

From time to time, we contract with financial institution consulting and survey firms. They may survey your opinions on our behalf or analyze financial data to help us identify trends and determine what future services may be of value to you.

DCU's Board of Directors is made up of unpaid member volunteers elected by you. Each year, we hire an experienced firm that specializes in board elections to print, mail, receive, validate, and tabulate the ballots under the supervision of an independent accounting firm. We do share member information so that the firm can positively identify eligible voters. Upon completion of the election, with the approval of members at the annual meeting, all ballots are destroyed.

Information we must report to government agencies or the courts

As a financial institution, we may be required by law or regulation to disclose personal financial information to government agencies, law enforcement, or the courts. Here is a summary of what we disclose under these circumstances:

Tax Reporting – By law, we must report information on your dividends, Individual Retirement Account contributions, and real estate loan interest to the Internal Revenue Service. The IRS requires this reporting include your name, address, and Social Security number (or tax I.D. number). This same information is mailed to you in accordance with the IRS' requirements to assist in preparation of your tax returns.

Loans secured by real property – By law, any loan secured by a home or land (such as a mortgage or home equity loan) must be recorded with the local government – typically a county government. This information includes the name of the borrower(s), address of the property, the name of the financial institution, and the amount of the loan. DCU must follow these local laws as do all mortgage lenders. Unfortunately, once recorded, the information becomes public record and is usually accessible to anyone. Various businesses compile and sell this public record information to other firms who may use it to market mortgage insurance, mortgage refinancing, and other services to you. Be wary of any

mail solicitations that mention DCU, but do not have the DCU logo or our address. Please report anything suspicious to DCU so we can take action if warranted.

Loans secured by vehicles – By law, any loan secured by a titled vehicle is recorded with the Registry of Motor Vehicles or similar agency. Our security interest is noted on the title. DCU follows applicable state laws when filing a security interest. Only the fact that we have a security interest in the vehicle is shared. Unfortunately, some states still sell access to motor vehicle registration information to marketers and automotive companies.

Court Order – There are instances when we may be ordered by a court of law to provide certain account information. This is usually the result of a court proceeding that you have been involved with and are therefore aware of.

Security of information

We take security seriously. And, while we continue providing you convenient new methods by which to access your account, we realize there are a number of precautions we must take to safeguard the information you are transmitting. Transmissions between your PC and the PC Branch file servers, for example, are encrypted so that the information you enter can only be deciphered by DCU. We have incorporated ‘behind the pin’ e-mail into our PC Branch product so that too is secure. We have also disabled account information pages in PC Branch from being able to be stored in your computer’s cache, a common PC feature that enables you to return to pages more quickly. This means once you have exited PC Branch, no one can use your browser’s ‘back’ button to view those pages previously displayed.

We restrict the level of access our employees have to your membership based on their responsibilities and hold them to high levels of confidentiality. In addition, we maintain physical, electronic, and procedural protections that comply with federal regulations to guard your nonpublic personal information and privacy.

Opt out

You may have seen or heard the term ‘opt-out’ in articles or on the news in relation to privacy laws. An opt-out method is required to be provided by any institution sharing customer or member information in a manner that is not allowed for within the privacy laws. The opt-out effectively removes that customer’s or member’s information from sharing processes. DCU currently only shares information as is allowed in the privacy laws. We NEVER sell our member information and only share it within the context of providing services to you. Our confidentiality agreements include provisions preventing any third party we deal with from contacting you in any manner outside of the terms of the agreement. Therefore, DCU does not currently provide an opt-out option. We do not intend to alter our current practices but rest assured that if we do, we will provide an opt-out method and make sure that you are given notice and more than adequate time to respond.

Discontinuation of direct mail communications

We DO provide you with a method to discontinue receiving any of our mailed member communication pieces. We use these to keep you informed of the benefits of DCU membership as we try to help you achieve financial well being. We hope you find them worthwhile especially because the idea behind many of these mailings comes directly from our members. If you do decide to discontinue receiving DCU promotional pieces, you will cease receiving the following from us:

- Mailed offers of credit union products
- Mailed credit union newsletters including special coupons
- Mailed offers we provide for third-party financial services
- Loans approved for you in advance
- Statement inserts not sent to all members

If you wish to stop receiving these mailings, send an email to dcu@dcu.org with “*Discontinue DCU promotions*” in the subject line. Please include your name and member number in the body of the message. You can also mail this information to:

Digital Federal Credit Union
Marketing Department
PO Box 9130
Marlborough, MA 01752-9130

Accuracy of information

We strive to make sure our records contain accurate information. Inaccurate information, when brought to our attention, is corrected promptly. We request that you keep your personal information with us, including the often forgotten phone number, as current as possible so that you may take advantage of all that DCU has to offer. You can check your current address and phone number on file by logging into PC Branch and looking at the top of the Account Access page. You can give us updating instructions while you are online, or call our Information Center at 800.328.8797 to verify your personal information.

We Care About Your Privacy and You

Again, we take our member's privacy very seriously. We do not however, have control of the privacy practices of other institutions or web sites. We strongly advise you to review the privacy policies of any other institution or web site you visit, including those you've heard about through us. Learn about ways to protect yourself by visiting our StreetWise Privacy Protection and Fraud Prevention site.

Our privacy policy and practices apply whether you are an active DCU member, an inactive member, or a former DCU member.

APPENDIX A

Third Federal Reserve District

[Federal Reserve Bank of Philadelphia]

Head Office

0110	0111	0112	0113	0114	0115	0116	0117	0118
0119	0210	0211	0212	0213	0214	0215	0216	0219
0260	0280	0310	0311	0313	0319	0360	2110	2111
2112	2113	2114	2115	2116	2117	2118	2119	2210
2211	2212	2213	2214	2215	2216	2219	2260	2280
2310	2311	0312	2312	2313	2319	2360		

(Considered local when deposited in our Massachusetts and New Hampshire Branch Offices)

Sixth Federal Reserve District

[Federal Reserve Bank of Atlanta]

Head Office

0610	2610	0611	2611	0612	2612	0613	2613
0620	2620	0621	2621	0622	2622	0630	2630
0631	2631	0632	2632	0640	2640	0641	2641
0642	2642	0650	2650	0651	2651	0652	2652
0653	2653	0654	2654	0655	2655	0660	2660
0670	2670	0820	2820	0829	2829	0840	2840
0841	2841	0842	2842	0843	2843		

(Considered local when deposited in our Georgia Branch Office)

Tenth Federal Reserve District

[Federal Reserve Bank of Kansas City]

Denver Branch

0920	0921	0929	1020	1021	1022	1023	1070
1240	1241	1242	1243	2920	2921	2929	3020
3021	3022	3023	3070	3240	3241	3242	3243

(Considered local when deposited in our Colorado Branch Office)



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)