

This Electronic Funds Transfer Agreement and Disclosure ("Agreement") is the contract which governs the rights and responsibilities of both parties regarding electronic funds transfer services offered by us. ("Account" means any one or more of your savings, money market, and checking account(s) you have with us). Electronic funds transfers are electronically-initiated transfers of money from or to your account through the various services described below. By signing an application or account card for EFT services, or by accessing any service, you agree to the terms and conditions in this Agreement, and amendments thereto, and any other agreements that may govern your accounts. We may refuse any transaction which would draw upon insufficient funds, lower an account below any required minimum balance, exceed a credit limit, or otherwise require us to increase our required reserve on an account.

**Suspension of electronic and other services and access to share or deposit accounts; expulsion.** Subject to applicable law and our policies, we may suspend some or all services and access to your accounts or expel you in accordance with the Suspension of Services Policy.

**TYPES OF ELECTRONIC FUND TRANSFER SERVICES.** The following describes the services, if approved, that are available, and some limitations that apply:

**1. Debit Mastercard.** You may use your Debit Mastercard and/or PIN to:

- Withdraw funds from your savings, checking, money market, and club accounts.
- Make deposits to your savings, checking, money market, and club accounts.
- Transfer funds between your savings, checking, money market, and club accounts whenever you request.
- Make loan payments from your savings, checking, money market, and club accounts.
- Obtain balance information on your savings, checking, money market, club, and loan accounts.
- Make POS (Point of Sale) transactions to purchase goods or services at POS terminals that have the Mastercard logo.
- Take an advance from your line-of-credit account.
- Pay for purchases at places that have agreed to accept the Card.
- Order goods or services by mail, telephone, or via the Internet from places that accept the Card.
- Make cash withdrawals in foreign countries and in foreign currencies.

Some services may not be available at all terminals. The amount of purchases and/or cash obtained (if permitted) will be deducted from your checking account. Advances from your line-of-credit account are loans that must be repaid by you, and are governed by your line-of-credit agreement.

Limitations. The following limitations will apply to your Card:

- The maximum dollar amount of cash withdrawals per day is: \$1,000.00 for Platinum; \$500.00 for Gold; and \$300.00 for Silver.
- Sufficient funds must be available to make any withdrawal. You may make only 30 cash withdrawals in one day.
- The daily total limit of debit card purchases is \$10,000.00 for consumer and specialty accounts. You may make only 30 purchases in one day.
- For security reasons, there are other limitations to frequency and number of transfers you may make at ATMs.
- Your available account balance may be reduced for preauthorizations for 3 business days or until the transaction clears.
- You are not allowed to make deposits at an ATM that we do not operate or own.
- Additional limitations are set forth in the TRANSFER LIMITATIONS provision contained herein.

**2. Electronic Check Conversion & Electronic Returned Check Fees.** If you pay for something with a check, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases or (2) pay your bills. When your check is used to initiate an electronic funds transfer in this way, you authorize the funds to be debited from your account as soon as the same day, and your check may not be returned to you. You also authorize a one-time electronic funds transfer to pay a Returned Check/EFT fee or Non-sufficient Funds fee if you have insufficient funds.

**3. Preauthorized Electronic Funds Transfers.** You may authorize periodic or recurring automatic payments from, and deposits into, your designated account(s). Examples of such transfers include direct deposit of your paycheck or Social Security check into your designated Credit Union account; automatic payment(s) from your designated Credit Union account to third parties; and automatic payment from your designated Credit Union account for loan payments or other amounts you owe us.

The frequency and amounts of these preauthorized transfers will be subject to and in accordance with the authorization that you sign, and any separate agreement you have with the originator of the transfer. See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

**4. Audio Response Teller.** You may access your accounts via our touch-tone telephone system. We will assign you a PIN to use this service. You may use telephone access to:

- Obtain balance, account activity, and other information on your savings, checking, money market, and club accounts;
- Make loan or credit card payments from your savings, checking, money market, and club accounts.

The telephone access service is available twenty-four (24) hours a day, but may be inaccessible for a short period each day for data processing.

Limitations. The following limitations will apply to the Telephone/Audio Response Service:

See the Transfer Limitations provision for transfer limitations that apply to preauthorized transfers.

**5. Online Banking.** We offer an Online Banking service that you may access from a personal computer that has Internet access or through your mobile device using our mobile application. You will need your assigned password and member number or user name to access your accounts, as instructed when you log on. You may use this service for the following:

- Make deposits to your savings, checking, money market, and club accounts via Online Banking or the mobile application;
- Make transfers between your savings, checking, money market, and club accounts;
- Obtain balance information on your savings, checking, money market, and club accounts;
- Make payments on your Credit Union loans from your savings, checking, money market, and club accounts;
- Access internet bill pay services to make payments to various creditors;
- Verify whether a check or other item has cleared your account;
- Take an advance from a line of credit account;
- Obtain tax information on amounts earned on applicable accounts;
- Obtain information on interest paid on loan accounts;
- Change your password;
- Make external transfers;
- Make member to member transfers;
- View images of cleared checks;
- Access or utilize other services that we may make available to you from time to time

Our Online Banking service will be available to you 24 hours a day, but may be interrupted for a short period of time each day for data processing. Security protocols will be in place, such as electronic lock-out if there are numerous unsuccessful attempts to enter a transaction, and limits on the duration of access.

See the Transfer Limitations provision for transfer limitations that apply to Online Banking transactions. Other EFT Disclosures contained in this document apply to Online Banking services as well. You will also be required to comply with instructions and agreements provided on-line when you log onto the Online Banking service.

**6. Online Bill Payment Services.** Through our Online Banking service, we offer Bill Pay services so that you may pay your bills to third-party creditors and payees electronically. You must agree to the online bill payment services agreement included on the bill pay services website, which agreement is incorporated by reference herein. You may also be required to comply with other instructions and agreements provided on-line when you log onto the Bill Pay service.

**TRANSFER LIMITATIONS.** In addition to any other limitations set forth for each service herein, federal regulation limits the number of preauthorized, automatic, or telephone transfers that may be made from your share/savings and money market accounts to six (6) per month from each account. If you exceed this limitation, you may be subject to a fee, the transaction may be rejected, or your account may be closed.

**FEES.** There are certain fees and charges for using electronic funds transfer services. For a current list of the types and amounts of these fees, please see your Rates & Fees Schedule that was provided to you. ATM Fees: Additionally, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The amount of this fee will be disclosed to you by the owner of the ATM.

#### **USE OF EFT CARDS AND SERVICES.**

Ownership: Any card or other access device that we provide you remains our property and must be returned to us, our agent, or to any person who is authorized to honor the card according to our instructions. We may repossess the card at any time in our sole discretion without demand or notice to you. You cannot transfer the card, access code, or account to another person, and you will be liable for any transfers made by anyone to whom you give your card or access codes.

Honoring the Card(s): Refunds: Neither we nor the merchants authorized to honor the card will be liable for failure or refusal to honor your card, access device, or code. If a merchant agrees to provide a refund or adjustment to you, you agree to accept a credit to your account instead of a cash refund.

Illegal Transactions: You shall not use your card to make any illegal transaction as determined by applicable law. We may decline any transaction that we believe to be illegal, including but not limited to any transaction involving or relating to any gambling activity. We will have no liability or responsibility for any such use or for declining any such transaction. You further agree to indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Foreign Transactions; Currency Conversion: Purchases and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The conversion rate in dollars will be (1) a rate selected by Mastercard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives; or (2) the government-mandated rate in effect for the applicable central processing date in each instance. All transactions processed outside of the United States (which may include internet transactions) will be charged a foreign transaction fee in the amount disclosed on your Fee Schedule, even if you are located in the United States.

Security of Card and Access Codes. The access codes issued to you are for security purposes and any codes issued to you are confidential and should not be disclosed to anyone else or recorded on or with the card. You agree to safeguard the codes and agree not to disclose or otherwise make available your cards or codes to anyone not authorized to sign on your accounts. If you authorize someone to use your access codes, that authority shall remain in place until you specifically revoke that authority by notifying the Credit Union.

Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners including any authorized users, shall be bound by the terms and conditions of this Agreement. You understand and agree that any joint owner you authorize to use an access code may withdraw or transfer funds from any one of your accounts without your prior notice or permission, and we will not be liable to you in any way. Each of you jointly and severally shall be responsible for any and all transactions under this Agreement regardless of

which owner accessed the accounts or used the services. Each joint account holder is authorized to act for the others, and we may accept orders and instructions regarding any transaction on any account from any owner. We can refuse to follow conflicting instructions.

Reversal of Transactions. You may not reverse any transaction when using your card to pay for goods or services by transferring funds through a terminal.

No Right to Stop-Payment for Terminal Transactions. Transfers made by terminal may be executed immediately. This means that a cash withdrawal or other debit transaction is immediately deducted from your account; there is no "float" time and therefore there is no effective way of stopping the transaction.

**LIABILITY FOR UNAUTHORIZED USE.** Tell us AT ONCE if you believe your Debit Card or any of your access codes have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

*For cards with the Mastercard logo:* You will have no liability for unauthorized use of your Mastercard, provided that you have exercised reasonable care in safeguarding the Card from risk of loss or theft, and upon becoming aware of such loss or theft, you promptly report the loss or theft to us.

Under no circumstances, however, will you be liable for more than \$50 if you tell us within 2 business days after you learn of the loss or theft of your card or access code and someone used your card or access code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or access code, and we can prove we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.

You should always save your terminal receipts, keep a record of your transactions, and reconcile your receipts with your periodic statements. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

You are liable for all transfers or purchases made via your card(s), access code(s) or passwords that you authorize or allow. If you give your card, access code, or password to someone else, you are responsible for all transfers or purchases that that person makes with your card or via the service that he or she accesses, even if that person uses the card or code in a way that you did not anticipate or intend. You may revoke your permission for the other person to use your card by notifying us in writing, and allowing us reasonable time to act on your notification.

If you believe your card or access code has been lost or stolen, call: 844.231.2220 during normal business hours or write: Debit Card Services, P.O. Box 1365, Waynesboro, VA 22980. You should also call this number or write to this address if you believe a transfer has been made using the information from your check without your permission.

**BUSINESS DAYS.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**DISCLOSURE OF YOUR INFORMATION.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders; or
4. If you give us your written permission.

#### **RIGHT TO RECEIVE DOCUMENTATION**

Periodic statements. Transfer and withdrawal transactions made through any card, Online Banking or Bill Pay service, telephone access system, or preauthorized transfer will be reflected on your periodic statement. You will receive a monthly statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Terminal Receipts. You can get a receipt at the time you make any transaction (except inquiries) to or from your account using an ATM, Point-of-Sale terminal, or Check Card transaction with a participating merchant. However, we are not required to provide you with terminal receipts for transactions of \$15.00 or less. You should keep your statements and receipts, as they may be admissible evidence in legal proceedings if a dispute should arise and shall constitute prima facie proof that such transfer was made.

Preauthorized EFTs. If you have arranged to have a direct deposit or preauthorized debit or credit made to your account at least once every 60 days from the same person or company, you can call us at 800.245.8085 or use telephone access or Online Banking to find out whether or not the deposit has been made.

#### **RIGHTS REGARDING PREAUTHORIZED PAYMENTS**

Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 800.245.8085, or write us at P.O. Box 1365, Waynesboro, VA 22980, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. (If you want to stop a payment being made through Bill Pay, you should follow the instructions within Bill Pay). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please see the Rates & Fees Schedule for any fees charged for stopping payments.

Notice of Varying Amounts. If preauthorized recurring payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- If the funds in your account are pledged as collateral for a loan or frozen because of a delinquent loan or other reason.
- If the transfer would go over the credit limit on your overdraft line.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the error was caused by a system of any participating ATM network.
- If the ATM, POS terminal, telephone access system, Online Banking or Bill Pay system or other electronic service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- Any other exceptions stated in any of our agreements with you or which may be amended in the future.

**BILLING ERROR RESOLUTION** *(does not apply to international remittance transfers):*

In case of errors or questions about your electronic transfers, contact us at the number or address listed below as soon as you can and include the information listed below. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

By Telephone: (800) 245-8085

By U.S. Mail: P.O. Box 1365, Waynesboro, VA 22980

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We may require you to provide your complaint in the form of an affidavit. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\* days to investigate your complaint or question. If we decide to do this, we will credit your account within 10\*\* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. See the Rates & Fees Schedule for any fees associated with such copies.

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

**Termination.** You may terminate this agreement by (1) notifying us in writing; and (2) destroying or returning your Card(s). We may terminate this agreement by notifying you in writing. Termination does not affect any party's rights under this agreement regarding any transactions made before termination.

**IMPORTANT SAFETY TIPS REGARDING THE USE OF ATM.** The following is a list of safety precautions that you should follow when using an ATM or night depository:

- Be aware of your surroundings, particularly at night;
- Consider having someone accompany you when using an ATM or Night Depository after dark;
- If the ATM facility is equipped with a door, close it tightly before beginning your transaction, and do not allow anyone you don't know into the facility with you;
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction;
- Refrain from displaying your cash - place it in your pocket or purse as soon as the transaction is completed. Count your cash in the safety of a locked enclosure such as a car or home;
- Use a different ATM or return at a later time if you notice anything suspicious while using or approaching the ATM. If you are in the middle of your transaction, cancel the transaction, take your card or deposit envelope, and leave;
- If you are followed after completing your transaction, go to the nearest public area where people are present;
- Do not write your personal identification number or code on your ATM card; and
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials. If emergency assistance is needed, call the police from the nearest available public telephone. If you have complaints or concerns about the security of the ATM, contact the operator of the ATM, or the state banking department.

## BillPayer Disclosure

This agreement governs the use of our Internet BillPayer Service (hereafter "BillPayer"). In this agreement "we", "us", "our," "DCCU", and "Credit Union" refer to DuPont Community Credit Union. "You" and "your" refer to DCCU members (jointly and severally) and any authorized designee participating in BillPayer. By enrolling in BillPayer, you authorize us to make payments on your behalf by debiting your designated account and transferring the funds to the designated merchant accounts as indicated by the member via Internet BillPayer. All agreements, policies, rules, and regulations applicable to your DCCU membership and accounts remain in effect and continue to be applicable, except as specifically stated in this agreement.

### DISCLOSURE OF PROCEDURES AND FEES

By accepting this agreement, you will be billed for the Internet BillPayer service based on the following fee plan.

Flat usage fee of \$6.00 per month (No fee when enrolled in eStatements)

- Stop Payment request - \$20 per occurrence
- Check Copy request - \$20 per occurrence
- Additional one-time fees associated with optional or add-on services are disclosed at the time of selection.

For all BillPayer users signed up to receive their periodic statements electronically (e-Statements), the monthly flat usage fee of \$6.00 will be WAIVED.

The monthly fee (if applicable) will be deducted from your designated credit union account each month on the last business day of the month and will appear on your statement as follows: "BillPayer Fee"

DCCU reserves the right to charge the below fees in the event of excessive use of these services:

- Express Mail Notification - \$15 per letter
- Recipient Payment Notification - \$10
- ACH Return -\$10 per item
- Payment Cancellation before disbursement - \$7.50
- Return Payment - \$5 per item
- Standard Proof of Payment - \$10 per copy

When scheduling payments, please allow at least 2 business days for electronic payments and at least 5 business days for check payments. Choose a payment date at least 2 days prior to the due date on your bill when paying electronically.

### Instructions for Setting up Payees & Payments:

- Payees: If you want to add a new Payee, first select the Payments tab located within the Bill Pay section of Online Banking, the Payees tab within the Bill Pay section of Mobile Banking, or speak to a service representative.
- DCCU reserves the right to refuse the designation of a Payee for any reason.
- Payments: You may add a new payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made by using the service.
- You may pay any Payee within the United States (including U.S. territories and APO's I AEO's).
- DCCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### The Bill Paying Process

Single Payments - A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, is currently 2pm.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- The processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

### Single and Recurring Payments

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

### Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

## **Expedited Payments**

Some payees are eligible for expedited payment processing. This means that the payment can be delivered and posted on the same day, or the next business day, depending on the time of day that you attempt to schedule the payment. You will see an "Expedite" option in the payment center next to any payee that is eligible for expedited processing. Fees associated with this service vary depending on the payee and are disclosed when you are setting up the payment.

Expedited Payments are subject to the terms and conditions presented when selecting an expedited payment option.

## **eBills**

eBills are electronic summaries of your paper bills that are displayed in online BillPayer. eBills are available for hundreds of the most popular payees. To access your bills, you must provide credentials for each of the bills you would like to receive. The credentials may include user ID, password, and security questions that you would use to access your account on the biller's web site. This information is stored in a secure area and data is encrypted to ensure your privacy. Only you are able to access, view, and change key account information. eBills are subject to the eBills terms and conditions available in BillPayer.

## **General**

If the BillPayer account remains inactive for six months, the Credit Union may delete all payees and cancel the enrollment on the inactive account.

Fees described above apply to the use of Internet BillPayer. Additional fees may be incurred for late payments or insufficient funds on your account. See DCCU's Fee Disclosure(s) for more information. Funds need to be available by 11:59 pm on the process date. No single payment shall be less than \$1 or exceed \$9,999.99.

## **What Happens If You Do Not Have Sufficient Funds to Make a Scheduled or Requested Payment?**

If you have an overdraft Line of Credit, or if you have arranged for funds from other accounts to be transferred to cover any overdraft, and funds are available, your bill will be paid as scheduled.

Program fees will be assessed and/or interest will accrue on any unpaid balance created by the payment of the overdraft. Please see your Overdraft Governance Documents for more information about fees and charges.

## **Liability**

- Transactions initiated using the iPay platform are subject to certain regulatory requirements. Consult your disclosures that were provided to you at account opening. Those disclosures and rules, including liability, timing, notification, and error resolution rules, are hereby incorporated into this disclosure.
- You are solely responsible for controlling the safekeeping of and access to your Online Banking Credentials (Username\Password). These credentials should never be given to anyone, for any reason. If you do authorize any individual to use Online Banking and/or iPay you are liable for any all activity conducted by the authorized third party up to the time that you communicate a termination of that authority to DCCU in writing. If you do not notify DCCU of the termination of authority, you are liable for any and all transactions conducted by the third party and any resulting fees, costs, and consequences.
- You will be responsible for any late fees or additional charges assessed by a payee if your bill payment request contains an error.
- DCCU is not responsible for a bill payment that is not made or processed correctly by the payee if you did not follow the payee's instructions or enter incorrect information (billing or invoice number assigned by the payee, payee address, etc).
- DCCU is not liable for any failure to make a bill payment if you fail to promptly notify DCCU after you learn that you have not received a credit from a payee for a bill payment.
- DCCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.

## **Amendment**

DCCU has the right to change this agreement at any time using any of the following methods: by notice mailed to you at the last address shown for the account on DCCU's records, by electronic notification, or as otherwise permitted by law.

## **Termination**

- The Financial Institution has the right to terminate this agreement at any time. For more information please review DCCU's Suspension of Services Policy.
- You may terminate this agreement by written notice to DCCU, or by un-enrolling in the BillPayer service by contacting our Service Center.
- DCCU is not responsible for any fixed or recurring payment made before DCCU has a reasonable opportunity to act on your termination notice. Cancellation of services may take up to 10 business days depending on the method of notification used.
- You remain obligated for any authorized payments made by DCCU on your behalf.