

DUPONT COMMUNITY CREDIT UNION

AUTOMATED TELLER MACHINE (ATM) ACCESS CARD AGREEMENT AND DISCLOSURE (REG E.)

THIS IS AN AGREEMENT between you and DuPont Community Credit Union governing the use of the automatic teller machines. When you have authorized us in writing to validate your Debit card, you have agreed to all of the terms and conditions of this agreement.

USE OF YOUR DEBIT CARD

You are the only person allowed to use your ATM card. You agree not to permit anyone else to use your card. If you do, we may terminate this agreement. Other persons with whom you hold joint accounts may use their cards for ATM transactions.

TRANSACTIONS

To use the automated teller machine, you must have a Debit card and personal identification number (PIN) validated by us. You may use your Debit card only with accounts at the credit union specially authorized for ATM use. You may use the Debit card and personal identification number on the following transactions on the automatic teller machine:

1. To withdraw cash from your authorized savings, checking, club or line of credit account. Withdrawals could be limited to \$300 total from all of your accounts per day. A cash advance may not be honored if it would exceed your available credit limit. You have the right to lower the \$300 maximum limit by notifying us in writing.
2. You may make deposits to your authorized savings, checking, club or loan accounts.
3. You may check account balances of your authorized savings, checking, club or line of credit accounts. The balance the ATM reports may not include deposits or withdrawals which we have not yet posted.
4. You may transfer funds within your authorized accounts (savings, checking or club)
5. You may make payments on authorized loan accounts by deposit or transfer. A list of the types of loans and accounts is available at the credit union. If you use the automatic teller machine to make a payment, we will check the amount and accuracy on the next business day. If it is correct, we will treat it as if we received it when you used the machine. Our business days are Monday through Friday, except for holidays. Each account may also be governed by a separate agreement between you and the credit union. This agreement does not alter the terms of other agreements except to authorize the use of the Debit card. You may, by written notice, limit access through the ATM to one or more specified accounts. This card may not be used for any illegal transaction, such as unlawful gambling.

CARD REPLACEMENT

There is no charge for any card reissued due to normal use of the card. Cards reissued due to abuse/misuse will be provided for a fee of \$5.00, subject to the surrender of the old card to the credit union. Cards may be replaced which have been lost or stolen for a fee of \$5.00, provided you notify us immediately upon the discovery of the loss and provided that any unauthorized use of the card has not resulted in a loss to the credit union. In the event a card is lost or stolen more than twice, a new card will generally not be issued.

SERVICE CHARGES

There is no charge for the use of an ATM owned by the Credit Union. We will charge your affected account a fee of up to \$0.50 when the Debit card is used to make a cash withdrawal, balance inquires and fund transfers at an ATM not owned and operated by the Credit Union. In addition, there may be a surcharge imposed by the owners of ATM's (other than those owned and operated by the credit union) for the use of their ATM.

ACCOUNT RULES AND REGULATIONS

All withdrawals and transfers from you accounts with us are subject to the Rules and Regulations of the Credit Union, our Funds Availability Disclosure, our Fee Schedule, and the affected loan agreement. You received copies of these documents, and they are available at any of our branches, or by calling us with the number shown at the end of this disclosure. We reserve the right to amend these documents as provided in the respective texts of these documents.

TRANSACTION ACKNOWLEDGMENTS AND ACCOUNT STATEMENTS

Every time you use the ATM, you will receive a written acknowledgment. You will also receive a monthly statement for each of your accounts for each month in which ATM transactions are actually conducted. These acknowledgments and statements may be used by you as admissible evidence of the transactions to which they relate.

LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION

If we fail to complete an ATM transfer to or from your account in the correct amount or in a timely manner in accordance with the terms of this agreement, we may be liable for your losses or damages caused by our failure. However, there are exceptions. We will not be liable, for example:

If, through no fault of ours, you do not have enough funds in your account.

If your funds are subject to legal process or other legal restrictions.

If the transfer would exceed the credit limit.

If the ATM system was not working properly and you knew of the breakdown when you initiated the transaction.

If the ATM where you attempt to make the transactions does not have enough cash.

If circumstances beyond our control (such as fire, flood, labor dispute, power failure, etc.) prevent the transfer, despite reasonable precautions that we have taken.

If you do not give the ATM complete and correct information needed to complete the transaction.

If we have reason to believe your Debit card has been lost or stolen or may be used by someone who is not authorized to do so.

There may be other exceptions.

YOUR LIABILITY FOR UNAUTHORIZED USE OF YOUR ATM CARD

NOTIFY US IMMEDIATELY if you believe your Debit card or personal identification number (PIN) has been lost or stolen. Telephoning is the best way to keep your possible losses down. You will not be liable for any unauthorized use of your Debit card which occurs after you have properly notified us that your Debit card has been lost or stolen or that someone else has learned your personal identification number. If you fail to notify us promptly, you could lose all the funds in your account, plus your maximum line of credit if your account is covered. But, if you tell us within 2 business days, you can lose no more than \$50 if someone uses your Debit card without permission. If you do not notify us within 2 days after the loss or theft of your Debit card, and we can prove we could have stopped someone from using the card without permission, you could lose as much as \$500. Also, if your statement shows any transactions that you did not make or authorize, 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 funds you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

DISCLOSURE OF INFORMATION ABOUT YOUR ACCOUNTS

We will not disclose information about your account or ATM transfers to others without written permission except to complete transactions, to verify the existence and standing of the accounts upon a proper request, or to comply with a governmental agency or court order, etc.

AMENDMENT AND TERMINATION OF THIS AGREEMENT

We may change the terms of this agreement without notice unless a change in the terms would result in increased fees or charges, increased liability for you, fewer types of electronic funds transfers or limitations on the frequency or dollar amount of transfers. We will then mail or deliver a written notice to you at least 21 days before the effective date of such a change. Other changes which we must make immediately in order to maintain or restore the security of the electronic funds transfer system or your account will be made by us at any time without advance notice to you. If we make such a change without advance notice to you, and it is to be made permanent, we will provide written notice of the change to you with your next scheduled periodic statement or within 30 days, unless that disclosure would jeopardize the security of our system or your account. We may suspend your ATM privileges at any time if you notify us that your Debit card has been lost or stolen or if we suspect that someone else may use your card. If we suspend your ATM privileges, we will send you a notice of that fact, but we need not notify you prior to suspending your privileges. Before we restore your ATM privileges, we may require you to surrender your card, to use a new PIN and to provide us with any reasonable information that we may request concerning your Debit card or use of the card. We may terminate this agreement for any reason. If we do, you will receive a written notice. You may cancel this agreement by giving us written notice. We will suspend your ATM privileges on all your accounts within 2 business days after we received the notice.

MASTERCARD DEBIT CARD AGREEMENT

This agreement covers your MASTERCARD DEBIT CARD with DuPont Community Credit Union.

USE

You may use your card to buy goods and services any place your MASTERCARD DEBIT CARD is honored. You may also use your card to get a cash advance from an Automatic Teller Machine (ATM) or, if you have overdraft protection, an overdraft advance. Funds to cover your MASTERCARD DEBIT CARD transactions will be deducted first from your checking account. If the amount of funds in that account will not cover the transaction amount, we will transfer from your regular share account or your line of credit under the terms disclosed in the credit part of the Credit Plan Agreement and Disclosure. If your regular share account balance is insufficient and a line of credit is not available, we will then access any share account on which you are an owner or joint owner in any event, if the transaction is not covered by available funds in your accounts, you will be assessed an overdraft fee.

RESPONSIBILITY

If we issue you a card, you agree to repay all debts and FINANCE CHARGES arising from the use of the card. In any event, if the transaction is not covered by available funds in your accounts, you will be assessed an overdraft fee. If the MASTERCARD DEBIT CARD is issued to you and others on a joint application, each person signing this Agreement shall be jointly and severally liable. If you allow anyone else to use your MASTERCARD DEBIT CARD, you will be liable for all credit extended to each person. You promise to pay all amounts borrowed under this Agreement, plus any finance charges or other amounts due. You agree to pay us according to the terms and conditions disclosed in the Credit Agreement and Truth-in-Lending Disclosure.

LOST CARD NOTIFICATION

If you believe the card has been lost or stolen, immediately call 1-888-918-7712. We may hold you liable for the unauthorized use of your MasterCard Debit card. You will not be liable for unauthorized use that occurs after you have notified us orally or in writing of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$0.

The following conditions are required for \$0 liability on unauthorized use:

- * You must have exercised reasonable care safe-guarding your card from risk of loss or theft.
- * You must not have reported 2 or more incidents of unauthorized use within the preceding 12 months.
- * Your account must be in good standing.

COLLECTION COSTS

If we are forced to take collection, you agree to pay all the court costs and collection fees, including our reasonable attorney's fees and costs whether or not there is litigation including such fees on a trial and on any appeal.

CHANGES IN AGREEMENT

By your signature on your MASTERCARD DEBIT CARD or the signature of any authorized user, you agree that we may change, according to law, the terms of this Agreement. These changes will apply to your now purchases and advances and to your outstanding balance. These changes may or may not affect your Credit Account. We will mail notice of such change to you at your address shown on our records. You agree to notify DuPont Community Credit Union of any changes in your address.

CANCELLING THIS AGREEMENT

You agree that we may terminate this Agreement if you break any of your promises or you are in default under this Agreement. We may also terminate this Agreement if we cancel our MASTERCARD DEBIT CARD program. You may end this Agreement by returning the MASTERCARD DEBIT CARD to us and paying us any outstanding balance on your account in full. If you or we terminate this Agreement, it will not affect your obligation to pay your outstanding balance.

QUESTIONS AND BILLING ERRORS

Please let us know right away if you have any questions about your statement. Please refer to the billing error statement provided in the Regulation E Disclosure or the billing error statement included with your monthly statement. This tells you your right to dispute billing errors.

OWNERSHIP OF CARD

This MASTERCARD DEBIT CARD is the property of DuPont Community Credit Union. You agree to return the card to the Credit Union upon its request or upon the request of anyone (including merchants) authorized by DCCU to request return of the card.

ACKNOWLEDGEMENT

You acknowledge receipt of a copy of this Agreement by signing the Agreement governing this disclosure or by use of any card referenced by this agreement.

GENERAL INFORMATION

If you believe that we have violated the state law governing electronic funds transfer, you may notify the Bureau of Financial Institutions, P.O. Box 2-AE, Richmond, VA 23205.

ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (800) 245-8085. Write to us at P.O. Box 1365, Waynesboro, VA 22980 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation 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 recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the funds 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 days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we determine that no error occurred or that an error occurred in an amount different from that described by you, we may charge any provisional credit we made for an amount determined to be not in error back to your account within 45 days. If you believe your Debit card or personal identification number has been lost or stolen, or that someone has transferred or may transfer funds from your account without your permission, call or write:

Debit Card Services
P.O. Box 1365
Waynesboro, Virginia 22980
(540) 946-3200 or 1-800-245-8085

PLEASE NOTE

For the exact terms and conditions of the provisions cited above, you may refer to the Electronic Funds Transfer Act (EFTA) 15 USCS 1693, et seq, and all amendments thereto.

**If your new card is lost or stolen, call DuPont Community Credit Union immediately at
(540) 946-3200 or 1-800-245-8085.**