



P.O. BOX 6048  
DEARBORN, MICHIGAN 48121  
PH 888.336.2700  
dfcufinancial.com

# DFCU ONLINE ACCESS AGREEMENT - BUSINESS BANKING

---

This Online Banking Access Agreement (“Agreement”) provides information about and states the terms and conditions concerning the Online Banking services (“Online Banking” or “DFCU Online”) offered to You through DFCU Financial. This Agreement applies to business accounts and shall be an addendum to the existing Business Membership and Account Agreement that You received upon opening Your account, and as amended, with DFCU Financial. The terms and conditions of Your Business Membership and Account Agreement, and any disclosures as well as any other agreements with DFCU Financial shall remain in effect notwithstanding any provision in this Agreement to the contrary. **This Agreement does NOT apply to consumer accounts used primarily for personal, family, or household purposes.**

As used in this Agreement the terms “You” and “Your” refer to each member, each Authorized Person and each Managed User who has enrolled in DFCU Online. The terms “We,” “Our,” “Us,” or “Credit Union” refer to DFCU Financial. The term “Authorized Person” refers to the person designated by the member to transact any and all business in DFCU Online and control/manage the authority of Managed Users in DFCU Online. The term “Managed User” refers to any person the member or its Authorized Person has given access to transact business in DFCU Online. All references to time of day in this Agreement refer to Eastern Standard Time, unless otherwise indicated.

## **Authority**

You hereby agree that You will only transact business in DFCU Online when You are authorized to do so. You agree that the authority granted to a Managed User will be determined and controlled by the Authorized Person. We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on Your account by a Managed User or Authorized Person and are not responsible for any unauthorized transaction by a Managed User or Authorized Person. A Managed User may or may not be listed as a Business Signer, Business Authorized Signer, or Business Inquirer on the accounts. The authority granted to a Managed User may be revoked at any time by the member or the Authorized Person.

## **Account Access**

You hereby agree to use the methods We require for You to access Your accounts. These methods We require may be used with other identifying information to identify and verify You. You agree that the Credit Union is authorized to act and may act on instructions We receive under the agreed upon identification and verification method. You accept total responsibility for Your account, member number, password, or other means of identification We may provide to You and agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security.

## **Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through the Online Banking service is a way to communicate with Us. E-mail is provided for You to ask questions about Your account(s) and provide general feedback. E-mail is accessible after You sign on to the Online Banking service. To ensure the security of Your account information, We recommend that You use E-mail when asking specific questions about Your account(s). Any E-mail that We send to You through the Online Banking service will be considered as if it were sent by U.S. mail, postage prepaid, and will be considered received within three (3) calendar days of the date sent by Us, regardless of whether You sign onto the Online Banking service during that timeframe. Unless not permitted by applicable law, any E-mail that You send to Us will not be effective until We receive and had a reasonable opportunity to act upon such E-mail message. Therefore, We urge You to report all matters requiring immediate attention, such as reports of alleged unauthorized transfers or errors or stop payment requests, by calling DFCU Financial Member Service at 888.336.2700. However, We may require You to send Us a written confirmation of any such oral or electronic stop payment or notice of alleged error.

You cannot use E-mail to initiate transactions on Your account(s). For banking transactions, please use the appropriate functions within the Online Banking service or call 888.336.2700.

E-mail messages that You send to Us or receive from Us sent over the public Internet (i.e., not sent through Online Banking) are not necessarily secure. Therefore, We will not send to You, and We urge You not to send to Us, any confidential information about Your Accounts via the public Internet E-mail.

## DFCU Online Access Agreement - Business Banking (continued)

### Address Changes

We may rely upon Your address as it appears on Our records, including, without limitation, Your E-mail address, unless and until You provide notice of a change of address Online via Services / Update Contact Info within Online Banking, or via mail to DFCU Financial, PO Box 6048, Dearborn, MI 48121-6048, and We have had a reasonable opportunity to act upon such notice.

### **Security**

You understand the importance of Your role in preventing misuse of Your accounts through DFCU Online and You agree to promptly review Your statement for each of Your accounts as soon as You receive it. You agree to protect the confidentiality of Your account, member number, password, or other means of identification We may provide to You. All data transferred to and from DFCU Online utilizes encryption technology consistent with industry standards to reasonably protect the security of data transferred and identification technology to verify that the sender and receiver of DFCU Online transmissions can be appropriately identified. Use of such technology does not, however, guarantee unauthorized third parties cannot access information transmitted and You acknowledge that the Internet is inherently insecure. Except as otherwise required by law, You understand and agree that DFCU Financial will not be liable for a breach of security in connection with the services offered in this Agreement. We cannot and do not warrant or represent that all data transfers utilizing DFCU Online or e-mail transmitted to or by Us, will not be monitored, intercepted, or read by others.

It is Your sole responsibility to assure that Your identification numbers and passwords are not revealed or otherwise made available to persons not authorized to access Your accounts. You agree to assume all liability for disclosure of Your identification numbers or passwords to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than Yourself who have obtained Your identification numbers and password. You also agree to immediately notify Us by telephone at 888.336.2700 of any unauthorized use of Your password, any access or attempted access, transaction or attempted transaction, other account activity or attempted account activity, or any other breach of security.

By accessing Your accounts via DFCU Online You represent and agree that You have considered the security procedures contained herein and find that they are commercially reasonable for verifying that a transfer or other communication purporting to have been made by You is in fact Yours. In reaching this conclusion You have considered the size, type, and frequency of transfers or other communications that You anticipate issuing through DFCU Online. If in Your judgment these security procedures are not commercially reasonable or circumstances change so that You believe the procedures are no longer commercially reasonable, You must notify Us in writing within thirty (30) days.

### **Individual Agreement for Online Banking Service**

We do not have joint agreements for Our Online Banking service. You are the only member, Authorized Person, or Managed User under this Agreement. However, any of the accounts to which You have access through Our Online Banking service may be jointly owned with, or joint obligations with, others.

### **Qualifying Accounts**

We will tell You which types of accounts qualify for Our Online Banking service. You must be a named owner/signer/obligor on the account in Our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide Us with any authority We require before We permit access to any qualifying account.

### **Types of Online Banking Services**

You can instruct Us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that We make available about qualifying accounts;
- Update Your personal contact information such as address, E-mail, and/or phone(s);
- Obtain other services or perform other transactions that We allow.

## DFCU Online Access Agreement - Business Banking (continued)

### Funds Transfers

You may make funds transfers using the Online Banking service. You may transfer funds between qualifying accounts You own at DFCU Financial, referred to as Internal Transfers, and between Your qualifying DFCU Financial accounts and accounts You own at other financial institutions, referred to as External Transfers. You may also transfer funds from Your DFCU Financial accounts to an account of another DFCU Financial member, referred to as a Member-to-Member Transfer.

All Transfers may be created as a one-time transfer, a one-time scheduled transfer, or as a recurring scheduled transfer.

### External Transfers

You may choose to add qualifying accounts which You would like to use with the funds transfer service. All qualifying accounts must be with financial institutions in the United States and in U.S. Dollars.

A qualifying account may be added or deleted by You at any time.

To add a qualifying funds transfer account, You authorize Us to make small deposits to the qualifying account to confirm Your control of the account. You agree to verify, Online, the amount of such deposits. The qualifying account will be activated for use upon Your verification of the deposit amounts.

Upon Your request, We will make electronic transfers from a qualifying account via the Automated Clearing House (ACH) system in the amount You specify. You agree that such requests made within the Online Banking service constitute Your written authorization for such transfers.

You agree that We are not responsible to investigate discrepancies between account number and names on the account and may execute that transaction with account number reference only.

If Your qualifying account ever reflects an amount owed to Us, You agree to pay such amount to Us immediately upon demand. You also agree to pay for all collection costs including reasonable attorney fees. For an External Transfer, We debit one of Your accounts and credit another of Your accounts. If the debit side of the transaction fails and the credit side of the transaction is completed, You authorize Us to collect from the account to which the credit side of the transaction was sent. We reserve the right to resubmit a debit or a partial debit against any of Your qualifying funds transfer accounts to recover any deficiency resulting from the original amount plus any fees imposed.

### Limits on Online Funds Transfers

You must have enough available money or credit in any account from which You instruct Us to make a transfer. For security reasons, We may implement limits on the number or amount of transactions You can make using Our Online Banking service. We also reserve the right to limit or suspend access to Our Online Banking service as We deem necessary for security reasons. We may also limit access from countries other than the United States of America. Internal Transfers and Member-to-Member Transfers may be made in any amount that does not exceed the available balance for any qualifying DFCU Financial account.

If any qualifying accounts are savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 per calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfer, computer transfer, transfer by telephonic order or instruction or by check, draft, debit card, or similar order payable to third parties.

### External Transfers

- External transfers are sent on credit union business days, Monday through Friday. Saturday, Sunday and federal holidays are not business days.
- The typical time to send or receive money using the ACH network is 3 to 5 days. We do not guarantee any specific turn-around time for this type of transfer. You should check Your accounts to see debit or credit amounts to confirm the status of transferred funds.

### Transfers Involving Insufficient Funds

If You instruct Us to make an External Transfer and You do not have a sufficient available balance in the account from which You are making the transfer, We may refuse to complete the transaction. We may do this even if there are sufficient available funds in accounts other than the one You were using to make the transfer. If We complete a transfer that You make or

## DFCU Online Access Agreement - Business Banking (continued)

authorize and We subsequently learn that You have insufficient available funds for the transaction in the account from which the transfer is made, You agree that We may reverse the transaction or offset the shortage with available funds from any other account You have with Us. In any case, You are fully obligated to Us to provide sufficient available funds for any transfers You make or authorize.

### **Our Liability for Failure to Complete Transfers**

If We do not complete a transfer from an 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 exceptions. We will NOT be liable, for instance:

- If, through no fault of Ours, You do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if We reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If Your equipment or Ours was not working properly and the breakdown should have been apparent to You when You attempted to conduct the transaction.
- If You have not given Us complete, correct or current account numbers or other identifying information so that We can properly credit Your account or otherwise complete the transaction.
- If You do not properly follow Our instructions or if You provide Us with wrong or inaccurate information or fail to correct or tell Us about any inaccuracy of which You are aware.
- If You do not instruct Us soon enough for Your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond Our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that We have taken.

### **Stopping or Changing Transfers/Stopping Checks**

If You want to stop or change transfers You have instructed Us to make, You must notify Us before We have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for You to access the appropriate function in Our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either cancel it or make the change.

Stop Payments for checks (electronic or written) can be submitted within Online Banking using the Stop Payment feature in Services. You may also call Us at 888.336.2700 or by using any electronic stop payment method which We provide for this purpose. If You call, You must do this in time for Us to receive Your request 3 business days or more before the transfer is scheduled to be made. If You call, We may also require You to put Your request in writing on paper and get it to Us within 14 days after You call. There may be fees applied to Your account(s) for using stop payment services. Please check Our Business Fee Schedule for more information.

If You order Us to stop a preauthorized recurring transfer from an account as described above, and We do not do so, We will be liable for Your losses or damages.

### **Bill Payment Service**

Bill Payment is offered to members, Authorized Persons, and Managed Users in connection with DFCU Online. If You enroll for this service, a separate agreement and disclosure will be provided to You. By using DFCU Online Bill Payment Service offered herein, You agree to abide by the terms and conditions set forth in this paragraph and any further instructions provided to You by the Credit Union or the bill payment processor regarding processing of payments.

### **Alerts Service**

The Alerts service allows You to request and receive email messages about Your DFCU Financial Accounts when certain events occur. When the alert event You have selected occurs, an alert will be sent to the Delivery Method that You have designated as for that alert. Alerts are not intended to replace Your account statement, use of DFCU Online or any other communications We may provide to You regarding Your account(s).

You may sign up for Alerts in DFCU Online. You may choose the type of Alert You would like to receive, the account(s) to which the Alerts will relate, and the Delivery Method to be used to which the Alerts will be sent. You also agree to update Your Delivery Methods with any change to Your email addresses or phone numbers in order to ensure continued delivery of

## DFCU Online Access Agreement - Business Banking (continued)

Alerts. You may also edit or delete any of Your information at any time. Anyone with access to Your Delivery Method will be able to view the contents of the Alerts. We currently charge no additional fees for this service. We reserve the right to terminate, modify and/or charge fees for the service.

You understand and agree that receipt of each Alert may be delayed, or prevented by factors affecting Your Internet service provider(s), phone operator(s), and such other relevant entities ("Third Party Service Providers"). You are responsible for and must provide all telephone and other equipment, software, and services necessary to receive Alerts from the Service. Alerts may include Your Name and information specific to an account according to the Alert(s) You have established and will not be encrypted. You also understand and agree that Alerts will not be sent on a real time basis, but will rather be sent at the next scheduled delivery time after the specified event occurs. We reserve the right to change the frequency or timing of Alerts, at any time and from time to time.

We neither guarantee the delivery nor the accuracy of the contents of any Alert. You agree that We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or mis-delivery of an Alert; (b) inaccurate content in an Alert; or (c) Your use or reliance on the contents of any Alert for any purchases or any other reason.

### **Mobile Banking**

Mobile Banking is a financial management service that enables You to use certain mobile phones and/or other wireless devices (together, "Wireless Devices") to access Your DFCU Financial account information, make transfers among Your previously authorized accounts, remit payments to payees You have previously authorized to receive payment through Our Online Banking Services and conduct such other banking transactions as are described on Our website ([www.dfcufinancial.com](http://www.dfcufinancial.com)).

### Use of Mobile Banking

To use Mobile Banking Services, You must install the Software on a compatible and supported Wireless Device. In order to properly use Mobile Banking, You agree to review and follow the instructions provided on Our website which are incorporated herein by reference. You accept responsibility for learning how to use Mobile Banking in accordance with those instructions, and agree to contact Us directly if You have any problems with Mobile Banking. You also accept responsibility for making sure You know how to properly use Your Wireless Device and the Software. You agree that neither We nor Our service providers shall be liable for any loss or damage to You caused by Your failure to properly use the Mobile Banking Services and/or the Remote Deposit Service described in this Agreement (both referred to as "Mobile Banking Services"), the Software or Your Wireless Device. The availability, timeliness and proper functioning of Mobile Banking Services depend on many factors, including Your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and Your Wireless Device. You understand and agree that Mobile Banking Services may not always be accessible and may have limited utility over some wireless networks, such as while roaming. You agree that the Mobile Banking Services may not operate without interruption or be error-free and that neither We nor Our service providers shall be liable for any loss or damage to You caused by any unavailability or improper functioning of the Mobile Banking Services.

### Relation to Other Agreements

You understand and agree that when using Our Mobile Banking Services, You remain subject to the terms and conditions of Your existing agreements with any service providers not affiliated with Us, including, but not limited to, Your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand and agree that those agreements may provide for fees, limitations and restrictions which may affect Your use of Mobile Banking Services (such as data usage or text messaging charges imposed by Your mobile service provider for downloading the Software, sending or receiving Mobile Banking text messages, or other use of Your Wireless Device when using the Mobile Banking Services). You understand and agree that You are responsible for all such fees, limitations and restrictions, and that We are not responsible for the services provided by Your mobile service provider. Accordingly, You agree to resolve any problems with Your mobile service provider directly, without involving Us.

## DFCU Online Access Agreement - Business Banking (continued)

### Remote Deposit Service

The remote deposit service (“Service”) is designed to allow You to make deposits to Your checking or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to DFCU Financial or DFCU Financial’s designated processor.

There is currently no charge for the Service. Any future charges will be included in DFCU Financial’s Business Fee Schedule.

### Acceptance of these Terms

Your use of the Service constitutes Your acceptance of this Agreement. This Agreement is subject to change from time to time. Your continued use of the Service will indicate Your acceptance of the revised Agreement. Further, DFCU Financial reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate Your acceptance of any such changes to the Service.

### Limitations of Service

When using the Service, You may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that You may incur. Eligibility for, access to, and use of the Service (both initially and ongoing) have risk-based qualification requirements, and We reserve the right to change these qualification requirements, in Our sole discretion, at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or Your use of the Service, in whole or in part, immediately and at any time without prior notice to You.

### Eligible Items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to DFCU Financial shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that You will not use the Service to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person or entity other than You.
- Checks that are drawn or otherwise issued, by You on any of Your accounts.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.

### Image Quality

The image of an item transmitted to DFCU Financial using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

### Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Service as "For Mobile Deposit Only at DFCU Financial" or any other endorsement that may be required by DFCU Financial. You agree to follow any and all other procedures and instructions for use of the Service as DFCU Financial may establish from time to time.

### Availability of Funds

Funds deposited using the Service will be available according to Our Funds Availability Policy Disclosure.

### Receipt of Items

We reserve the right to reject any check or item transmitted through the Service, at Our discretion, without liability to You. We are not responsible for checks or items We do not receive in accordance with this Agreement or for images that are

## DFCU Online Access Agreement - Business Banking (continued)

dropped or damaged during transmission. An image of a check or item shall be deemed received when You receive a confirmation that We have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or completed or that funds will be credited for that check or item.

### Disposal of Transmitted Items

After a check or item has been posted to Your account, You agree to prominently mark the check or item as “Electronically Presented” or “Void”. You agree never to re-present to Us or any other party, a check or item that has been deposited through the Service unless We notify You that the check or item will not be accepted for deposit through the Service. You agree to destroy or otherwise properly dispose of checks or items that have been accepted for deposit through the Service and have cleared to ensure that such checks or items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks or items.

### Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that You transmit using the Service and to modify such limits from time to time.

### Errors

You agree to notify DFCU Financial of any suspected errors regarding items deposited through the Service right away, and in no event later than 33 days after the applicable DFCU Financial account statement is sent. Unless You notify DFCU Financial within 33 days after We sent the FIRST statement on which the problem or error appeared, such statement regarding all deposits made through the Service shall be deemed correct, and You are prohibited from bringing a claim against DFCU Financial for such alleged error.

### Hardware and Software

In order to use the Service, You must obtain and maintain, at Your expense, compatible hardware and software as specified by DFCU Financial from time to time, including any related changes or upgrades to such hardware and software. See [www.dfcufinancial.com](http://www.dfcufinancial.com) for current hardware and software specifications. DFCU Financial is not responsible for any third party software You may need to use the Service. Any such software is accepted by You as is and is subject to the terms and conditions of the software agreement You enter into directly with the third party software provider at time of download and installation.

### Ownership & License

You agree that DFCU Financial retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon Your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Your right to use the Service. Without limiting the restriction of the foregoing, You may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to DFCU Financial’s business interest, or (iii) to DFCU Financial’s actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

### User Warranties and Indemnification

You warrant to DFCU Financial that:

- You will only transmit eligible items as described above.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item.
- All information You provide to DFCU Financial is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless DFCU Financial from any loss or liability which may arise out of Your breach of this warranty provision or any misuse by You of the Service.

### Term and Termination

The term of this Agreement will commence upon Your initial use of the Services and will continue thereafter until either You discontinue use of the Service or DFCU Financial terminates this Service, which it may do immediately and at any time

## DFCU Online Access Agreement - Business Banking (continued)

without prior notice to You, to the extent not prohibited by any applicable laws. Any such termination will not affect obligations of either party under this Agreement arising prior to termination.

### Card Command Card Management Service

The card management feature available in the DFCU Financial Card Command service is offered by DFCU Financial for use by DFCU Financial cardholders. DFCU Financial Card Command is intended to allow You to initiate certain payment card related activities for Your enrolled DFCU Financial card(s) via Card Command. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Add the card to a device wallet (e.g., Apple Pay or Google Pay)
- Set control preferences for card usage including location, transaction and merchant types, spend limits, and card on/off (“Controls”)
- Set alert preferences for card usage including location, transaction and merchant types, spend limits, and declined purchases (“Alerts”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address and contact information)
- Report Your card as lost or stolen
- Review Your spend by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

Card Command may enable access to DFCU Financial and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or such other URLs as may be updated by Google. To the extent Card Command allows You to access third party services, DFCU Financial and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via Card Command. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

DFCU Financial reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in DFCU Financial Card Command.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“Event”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“Notification”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “Commands”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, Card Command is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. Card Command is subject to transmission limitations and service interruptions. DFCU Financial does not guarantee that Card Command (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with Card Command may not be available for all transactions. Directives based upon the location of the mobile device where Card Command is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither DFCU Financial nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither DFCU Financial nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. DFCU Financial, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.



## DFCU Online Access Agreement - Business Banking (continued)

### Errors

You agree to notify DFCU Financial of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable DFCU Financial account statement is sent. Unless You notify DFCU Financial within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and You are prohibited from bringing a claim against DFCU Financial for such alleged error.

### Hardware and Software

In order to use the Service, You must obtain and maintain, at Your expense, compatible hardware and software as specified by DFCU Financial from time to time, including any related changes or upgrades to such hardware and software. See [www.dfcufinancial.com](http://www.dfcufinancial.com) for current hardware and software specifications. DFCU Financial is not responsible for any third party software You may need to use the Service. Any such software is accepted by You as is and is subject to the terms and conditions of the software agreement You enter into directly with the third party software provider at time of download and installation.

### Ownership & License

You agree that DFCU Financial retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon Your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates Your right to use the Service. Without limiting the restriction of the foregoing, You may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to DFCU Financial's business interest, or (iii) to DFCU Financial's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

### User Warranties and Indemnification

You warrant to DFCU Financial that:

- You will only transmit eligible items as described above.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information You provide to DFCU Financial is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless DFCU Financial from any loss or liability which may arise out of Your breach of this warranty provision or any misuse by You of the Service.

### Term and Termination

The term of this Agreement will commence upon Your initial use of the Services and will continue thereafter until either You discontinue use of the Service or DFCU Financial terminates this Service, which it may do immediately and at any time without prior notice to You, to the extent not prohibited by any applicable laws. Any such termination will not affect obligations of either party under this Agreement arising prior to termination.

### **New Services**

DFCU Financial may, from time to time, introduce new Online services. We will notify You of any new services. By using these services when they become available, You agree to be bound by the rules communicated to You concerning these services.

### **Computer Requirements**

In order to access and retrieve this Agreement and Online Banking services information in electronic form, and print and/or store this Agreement and Online Banking information please refer to Our website at [www.dfcufinancial.com](http://www.dfcufinancial.com) for the minimum computer requirements.

### **Communications Link and Your Equipment**

It is Your responsibility to obtain and maintain Your Online communications link to Our Online Banking service to ensure that Your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining Our Online Banking service.

### **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, We only process transactions to accounts owned by You at other financial institutions and update information on business days. Our business days are Monday through Friday. Saturday, Sunday and federal holidays are not business days.

### **Statements**

Your funds transfers will be indicated on the monthly statements We provide or make accessible to You for the accounts with Us that are involved in the transaction. We may also provide or make accessible to You statement information electronically or by some other means. You agree to notify Us promptly if You change Your address or if You believe there are any errors

## **DFCU Online Access Agreement - Business Banking (continued)**

or unauthorized transactions on any statement or in any statement information.

### **Online Banking Fees**

There is no fee for Our Online Banking service. However, You are responsible for all charges incurred in connecting to the Online Banking service, including any sales taxes, fees or similar charges imposed by federal, state or local governments where You are located and conduct Your business and all charges incurred in connection with or related to the use of Your computer, such as telephone charges and charges by any Internet or other service provider providing Your Internet connection to the Online Banking service.

### **Notify Us IMMEDIATELY for Unauthorized Transactions**

Tell Us AT ONCE if You believe Your member number, password or other access codes have been lost, stolen or otherwise compromised or used without Your authorization. Quickly telephoning Us is the best way of reducing Your possible losses. You could lose all the money in Your account (plus Your maximum available overdraft line of credit and/or discretionary overdraft privilege service, if it is made available to You).

You may call Member Services at 1.888.336.2700 or write to Us at:  
DFCU Financial PO Box 6048, Dearborn, MI 48121-6048

If We provide You with another electronic means of notifying Us for this specific purpose, You may use that means. However, DO NOT use a general e-mail service or other electronic means that We have not specifically authorized for this purpose.

### **In Case of Errors or Questions About Transactions**

This section applies only to transactions covered by this Agreement.

You may call at 888.336.2700 or write Us at DFCU Financial PO Box 6048, Dearborn, MI 48121-6048 as soon as You can, if You think Your statement is wrong or if You need more information about a transfer covered by this Agreement which is

## DFCU Online Access Agreement - Business Banking (continued)

listed on the statement. We must hear from You no later than 33 days after We sent the FIRST statement on which the problem or error appeared, otherwise you may waive your right to recover for the loss you incurred.

Tell Us Your name and account number (if any).

Describe the error or transfer You are unsure about, and explain as clearly as You can why You believe it is an error and why You need more information.

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.

If We timely receive Your claim, We will investigate, and if We find We have made an error, We will credit Your account at the conclusion of our investigation.

### **Changing Terms and Terminating This Agreement**

This Agreement will stay in effect until it is changed or terminated. We have the right to terminate this Agreement at any time. We will ordinarily send You notice of any termination, but We are not required to do so unless applicable law requires such notice. Once We terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for members, Authorized Persons, or Managed Users that have not used the service within the first 30 days after activation or if the service has been inactive for 180 days. We also have the right to make changes to this Agreement at any time. Your use of these services after any such change indicates that You agree with the changes or additions made to this Agreement. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, We will decide what kind of notice (if any) We will give You and the method of providing any such notice. You may terminate this Agreement at any time by notifying Us in writing. However any instructions from You to make transfers will continue in effect until We have received Your written notice of termination and have had a reasonable opportunity to act upon it. Once We have acted upon Your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this Agreement or any related document without Our express written consent. Any attempt to do so will be void and unenforceable.

### **Waivers**

No delay or omission by Us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against Us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

### **Notices and Communications**

Except as otherwise provided in this Agreement, all notices required to be sent to You will be effective when We mail or deliver them to the last known address that We have for You in Our records or when We make such notices available to You through electronic means. All notices and communications sent by You to Us will be effective when We have received them and have had a reasonable time to act on them.

You agree to notify Us promptly of any change in Your mailing address, e-mail address(s) or telephone number(s).

### **Attorney Fees**

If We become involved in legal action to defend or enforce this Agreement, You agree to pay Our reasonable attorney fees and court costs, to the extent not prohibited by law.

## **DFCU Online Access Agreement - Business Banking (continued)**

### **Law That Applies Regardless of where You live or work or where You access Our Online Banking service**

This Agreement is subject to the federal law of the United States of America and the laws of the State of Michigan. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

### **Your Acceptance**

By clicking on the "I Accept" button to access DFCU Online You represent that prior to accepting this Agreement You have read, fully understand, accept and authorize the Credit Union to provide You with all required notices and disclosures by means of electronic delivery, and thereafter by accessing Your account(s) via DFCU Online You further represent that You have read, fully understand and accept the terms of this Agreement, including but not limited to Your intent that it be an addendum to Your account agreement with Us.