

**THIS IS YOUR ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE. IT INCLUDES NECESSARY FEDERAL STATEMENTS AS REQUIRED BY THE ELECTRONIC FUND TRANSFER ACT (15 U.S.C. SECTION 1693 ET SEQ) AND REGULATION E AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR AUTOMATED TELLER MACHINE ("ATM") CARD, DEBIT CARD AND OUR AUDIO RESPONSE SYSTEM ("TELEPHONE BANKING"), EACH WITH THEIR CORRESPONDING PERSONAL IDENTIFICATION NUMBER (PIN) OR ACCESS CODE, AND ANY CHECKS YOU AUTHORIZE TO BE PROCESSED ELECTRONICALLY ("E-CHECK").**

In this Agreement, the references to "We," "Us," "Our," and "Credit Union" mean DFCU FINANCIAL. The words "You" and "Your" mean each person applying for and/or using any of the electronic services described in this Agreement. "Account" means any account or accounts established for You as set forth in these Agreements and Disclosures. The word "Card" means any ATM and/or Debit Card issued to You by Us and any duplicates or renewals We may issue. Our Audio Response System is hereinafter referred to as "Telephone Banking" and "E-Check" means any check which You authorize the payee to process electronically. For joint accounts, read singular pronouns in the plural.

#### **ATM CARD, DEBIT CARD, TELEPHONE BANKING AND E-CHECK AGREEMENT.**

This Agreement applies to any electronic fund transfer made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. Electronic fund transfers to and from Your Account can be made through the use of, but may not be limited to, the following: (a) Your ATM and/or Debit Card in Automated Teller Machines (ATMs) or at any place that it is honored including those transactions made through the use of the appropriate PIN in conjunction with Your Card; (b) any check which You authorize the payee to process electronically; (c) Telephone Banking; and (d) any pre-authorized payments or deposits to and from Your Account(s) You may have with Us. An electronic fund transfer is any transfer of funds which is performed through the use of Your Card, Telephone Banking, E-Check or other electronic device.

You understand that Your Card and any Personal Identification Numbers (PINs) or Access Codes are issued by Us and are not transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree: (a) to abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or other Account access device; (b) that We may follow all instructions given to machines; (c) that each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your deposit Account(s) (except for IRA and Certificate Accounts), or Your Credit Line Accounts with Us, as appropriate, and will be treated as though it were a share withdrawal or a Credit Line advance except that: (1) We may charge withdrawals to such Account(s), or advances to Your Credit Line in any order We determine; (2) We cannot honor stop payment requests on ATM and Point of Sale ("POS") withdrawals; and (d) You agree not to use Your Card for illegal transactions including, but not limited to, transactions made for the purpose of gambling and/or wagering where such practices are in violation of applicable state and/or federal law.

We may, but are under no obligation to do so, process an electronic fund transfer that exceeds the balance in Your Account or the credit limit on Your Credit Line. In the event that any such transfer occurs, You agree to immediately pay Us the overdrawn amount and/or the amount in excess of Your credit limit, and to the extent permitted by law, any associated fees and charges.

**JOINT ACCOUNTS.** If Your ATM or Debit Card is issued on a joint Account, You agree to be jointly and severally liable under the terms of this Agreement. You understand that any ATM Card, Debit Card or PIN that is requested and approved will be mailed only to the address that We have on file for the cardholder that made the request. We may refuse to follow any instructions which run counter to this provision.

**DELAYED FUNDS AVAILABILITY NOTICE.** Subject to Our Delayed Funds Availability Policy, deposits made at DFCU Financial locations may not be posted to Your Account until they are received and verified by Us. All deposited items are removed from machines each business day. We are not responsible for delays in deposit posting due to improper identification on the deposit envelope. See Our Funds Availability Policy Disclosure for Our policy regarding the availability of Your deposits.

#### **ISSUANCE OF PERSONAL IDENTIFICATION NUMBERS AND ACCESS CODES.**

You will be issued separate Personal Identification Numbers (PINs) to be used in conjunction with ATM Card and Debit Card transactions and an Access Code to be used in conjunction with Telephone Banking transactions. Your use of Your PIN or Access Code is Your authorization to Us to withdraw funds from Your Account, or make advances on Your Credit Line with Us to cover such transactions.

#### **TYPES AND LIMITATIONS OF SERVICES**

**ATM CARD TRANSACTIONS.** You may use Your ATM Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) withdraw cash from Your deposit Account(s) (except for IRA and Certificate Accounts) up to a maximum daily amount of \$50.00, \$60.00, \$300.00 or \$500.00 depending upon the option indicated by You at the time of application for the Card; (b) transfer funds between Your deposit Accounts (except for IRA and Certificate Accounts); (c) make cash advances from Your Credit Line with Us; (d) make payments on loan Accounts You may have with Us; and (e) learn the balances in Your Accounts that You have with Us.

You may also use Your ATM Card to make Point of Sale ("POS") withdrawals from Your checking Account and to purchase goods and services at any location where the Card is accepted. POS withdrawals are subject to a maximum combined total of \$5,000.00 per business day from Your checking Account that You may have with Us, subject in any event to Your available funds. If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) and/or make advances on Your Credit Line with Us to cover such transactions, provided You have sufficient available funds.

**DEBIT CARD TRANSACTIONS.** You may use Your Debit Card in conjunction with Your PIN in ATMs and/or such other machines or facilities as We may designate to: (a) withdraw cash from Your deposit Account(s) up to a maximum daily amount of \$500.00; (b) transfer funds between Your savings and checking Accounts; (c) make cash advances from Your Credit Line with Us; (d) make payments on loan accounts You may have with Us; and (e) learn the balances in Your Accounts that You have with Us. You may also use Your Debit Card to make Point of Sale ("POS") withdrawals from Your checking Account and to purchase goods and services at any location where the Card is accepted.

Debit Card purchase transactions processed through the MasterCard system are subject to a maximum combined total of \$5,000.00 per business day from Your checking Account, savings Account and Your Credit Line that You may have with Us, subject in any event to Your available funds.

If You do use Your Card for such transactions, You authorize Us to withdraw funds up to the available balance of Your Account(s) and/or make advances on Your Credit Line with Us to cover such transactions, provided You have sufficient available funds.

**TELEPHONE BANKING TRANSACTIONS.** You may use Telephone Banking in conjunction with Your Access Code to make the following types of transactions on designated accounts: (a) telephone transfers of funds between Your deposit Accounts and/or loan Accounts; (b) payments on Your loan Accounts; (c) inquiries on Account balances and loan data; (d) withdrawals from deposit Accounts; (e) make inquiries on share/deposit transactions; (f) miscellaneous inquiries on Credit Union services that affect Your Account; (g) make inquiries on loan Accounts that You may have with Us; (h) obtain information about payroll deduction or direct deposit transactions; and (i) make inquiries on ATM/Debit Card transactions. Telephone Banking operates 24 hours every day. If You attempt to use the system and are told that "the system is not available," please call back later when service is restored.

**E-CHECK TRANSACTIONS.** You may authorize a merchant or other payee to make a one-time electronic payment from Your checking Account using information from your check ("E-Check") to: (a) pay for purchases; or (b) pay bills.

**OWNERSHIP.** Your Card and/or any other Account access device will remain Our property and may be canceled or its use restricted by Us at any time without notice. You agree to surrender it and to discontinue its use immediately upon Our request. You will be required to return any Account access devices to Us immediately upon the closing of Your Account.

**NOTIFICATION OF PRE-AUTHORIZED DEPOSITS.** If You have arranged to have direct deposits made to Your Account at least once every 60 days (from Your employer, the Federal government or other payor), You can call Us at (313) 336-2700 to find out whether or not the deposit has been made.

**RIGHT TO STOP PRE-AUTHORIZED PAYMENTS.** If You want to stop any pre-authorized payments, call Us at (313) 336-2700 or write Us at the address shown in this Agreement in time for Us to receive Your stop payment request three business days or more before the payment is scheduled to be made. Written confirmation of the stop payment request will be provided to You. To be sure that a third party does not bill You again for the "stopped" payment or to cancel the entire pre-authorized payment arrangement, contact the third party.

**OUR LIABILITY FOR FAILURE TO STOP PAYMENT.** If You order Us to place a stop payment on one of Your pre-authorized payments three business days or more before the transfer is scheduled, and We do not do so, We will be liable for losses or damages, to the extent provided by law.

**REVERSAL OF AN ELECTRONIC FUND TRANSFER.** We will reverse an electronic fund transfer initiated by You to a third party in payment for goods

## ELECTRONIC SERVICES AGREEMENT AND DISCLOSURE (continued)

or services and recredit Your Account for the full amount of the transfer if all of the following occur:

- (1) You notify Us that You have made a good faith attempt to resolve Your dispute with the third party and assure Us that You have returned the goods in dispute to the third party where returnable goods are involved. This does not imply that reversibility applies only to goods.
- (2) The amount of the transfer is \$50.00 or more.
- (3) Within four calendar days following the transaction, We receive from You during Our normal business hours a written or oral request for reversal.
- (4) You verify the reverse order, notice and assurance in writing within 14 days following oral notification, on a form We provide for that purpose. If You do not furnish written verification, We will reinstate the original debits and credits involved in the transaction to the extent of the available Account balance.

For purpose of this paragraph, normal business hours mean that part of any day We are open to the public for carrying on substantially all of Our business functions.

**TRANSACTION SLIPS.** You can get a receipt at the time You make any transaction to or from Your Account (except for telephonic and mail-in transactions, and certain small-value transactions). When an electronic transfer has been made during any given month, You will receive a monthly statement to reflect all electronic fund transfers to or from Your Account during that statement period. In any case, You will receive a statement at least quarterly.

**FEES.** We may assess reasonable charges against Your Account for transactions performed at electronic terminals. If so, We will specify any charges for these or other types of electronic transactions, including automatic transfers, in an accompanying Fee Schedule. We will explain the charges to You when You open Your Account. You will be provided with Telephone Banking information telephonically after Your Account is established. Additional fee schedules are available at any of Our office locations. 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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if: (a) Your Account does not contain enough money to make the transaction through no fault of Ours; (b) the ATM where You are making the transaction does not have enough cash; (c) the terminal was not working properly and You knew about the breakdown when You started the transaction; (d) circumstances beyond Our control prevent the transaction; (e) Your Card is retrieved or retained by an ATM; or (f) Your Card or PIN has been reported lost or stolen and We have blocked the Account.

**LIABILITY FOR UNAUTHORIZED USE.** Telephone Us at once at (313) 336-2700 or write Us at the address shown in this Agreement if You believe Your Card, PIN or Access Code 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. You could lose all the money in Your Account (plus Your maximum overdraft line of credit, if applicable). If You tell us within two business days after You learn of the loss or theft of Your Card or PIN, You can lose no more than \$50.00 if someone uses Your Card or PIN without Your permission. If You fail to tell Us within two business days after You learn of the loss or theft of Your Card or PIN and We can prove that We could have stopped someone from using Your Card or PIN without Your permission if You had told Us, then You could lose as much as \$500.00. Additionally, if Your periodic statement shows transfers that You did not make, including those made by Card, PIN or other means, You will tell Us at once. If You fail to tell Us within 60 days after We mail You the first periodic statement on which the transfer appears, You may not get back any money You lost after the 60 days if We can prove We could have stopped someone from taking Your money if You had given Us notice in time. If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods. **Exception:** You will have no liability for unauthorized use of Your Debit Card as long as You report the loss or theft within two business days. **This exception does not apply to transactions resulting from Your gross negligence and/or fraudulent use of Your Debit Card.**

**IN CASE OF ERRORS OR IF YOU HAVE QUESTIONS ABOUT ELECTRONIC TRANSFERS.** Call Us at (313) 336-2700 or write Us at the address shown in this Agreement as soon as You can, if You think Your statement or receipt is wrong or if You need more information about a transaction 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 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. If We have credited Your Account with funds while investigating an error, We will charge Your Account for those funds if We conclude no error has occurred. In this provision, all references to 10 business days will be 20 business days if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made and all references to 45 business days will be 90 business days if Your notice of error involves an electronic fund transfer that: (a) was not initiated within a state; (b) resulted from a point-of-sale debit card transaction; or (c) if Your notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to Your Account was made.

**LOST OR STOLEN CARDS OR INFORMATION.** To report a lost or stolen ATM Card, Debit Card, PIN, Access Code or any combination thereof, or if You believe a transfer has been made using the information from Your check without Your permission, You will call Us at (313) 336-2700 or write to Us at the address shown in this Agreement.

**FOREIGN TRANSACTIONS.** For transactions initiated in foreign currencies, the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be: (a) a rate selected by MasterCard from the 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 (b) the government-mandated rate in effect for the applicable central processing date. In each instance You will be charged 1.00% calculated on the final settlement amount for transactions that are initiated in foreign countries.

**DISCLOSURE OF ACCOUNT INFORMATION.** We may disclose information to third parties about Your Account or transfers You make: (1) when it is necessary to complete an electronic transaction; or (2) in order to verify the existence and conditions of Your Account for a third party such as a credit bureau or merchant; or (3) in order to comply with a government agency or court order, or any legal process; or (4) if You give Us written permission.

**TERMINATION.** We may terminate Your right to use Your Card, PIN or Access Code or cancel this Agreement at any time upon written notice. You may request termination of these services in writing.

**CHANGE IN TERMS.** We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

**BUSINESS DAYS.** Every day is a business day except Saturdays, Sundays and holidays.

**GOVERNING LAW.** This Agreement is controlled and governed by the laws of the State of Michigan except to the extent that such laws are inconsistent with controlling federal law.

**REGULATORY AUTHORITY.** If You believe We may have violated the laws governing Electronic Fund Transfers You may contact:

Department of Insurance and Financial Services  
Office of Consumer Services  
P.O. Box 30220  
Lansing, MI 48909