



## TERMS AND CONDITIONS

**The Basics:** Whenever you see “Credit Union,” it means DEXSTA Federal Credit Union. When you see the words “you” and “your,” they mean those who sign the Membership Application as applicants or joint account owners. The words “we,” “us” and “our” mean DEXSTA Federal Credit Union. The word “account” means any one or more share or deposit accounts you have with DEXSTA Federal Credit Union, including, but not limited to, Savings (Share) Accounts, Checking (Share Draft) Accounts and Share Certificate Accounts, as applicable. This agreement is a contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you by DEXSTA Federal Credit Union.

By signing the Membership Application (“Application”) when applying for membership, each of you, jointly and severally, agree to the terms and conditions in this agreement, including the Funds Availability Policy, the Rate and Fee Schedule accompanying this agreement, DEXSTA Federal Credit Union’s Bylaws and Account Policies, which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this agreement, as amended from time to time.

## MEMBERSHIP

**Who Can Open an Account:** Anyone who lives, works, worships or attends school in New Castle County, Delaware, including their immediate family members, is eligible to join the Credit Union. Membership requires a social security number and for you to hold at least one \$5.00 share (the “membership share”) with a \$5 minimum balance at all times as required by Credit Union’s Bylaws. You authorize us to check your accounts, credit, employment history and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for accounts and services requested, in compliance with state and federal guidelines.

**Procedures for Opening a New Account:** The Credit Union follows the procedures outlined in the USA Patriot Act. Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. The Credit Union will require name, address, date of birth, social security number and/ or taxpayer identification number and will ask for valid government issued photo identification in an effort to help the government fight the funding of terrorism.

## TYPES OF ACCOUNTS

DEXSTA Federal Credit Union offers a variety of accounts that will fit your needs and grow with you whether you’re just starting out or enjoying retirement.

1. **Individual Accounts:** An individual account is an account owned by one depositor who qualifies for Credit Union Membership. If the account is an individual account, the interest of a deceased individual owner will pass to the descendant’s estate.
2. **Joint Accounts:** An account owned by two or more persons is a joint account. If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint owners, that person’s interest will become the property of the surviving joint owner(s). Once the surviving joint owner notifies us that he/she wishes to retain membership in the Credit Union, we will change the name, social security number and date of birth to a new account.
  - a. **Rights of Joint Account Owners:** Any joint account owner is authorized to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services and any transaction from any joint owner. Any joint account owner may

withdraw all funds in the account, stop payment on items drawn on the account, transfer or pledge all or any part of the shares of any account (except the membership share) without the consent of the other joint account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between joint account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act or require that all joint account owners agree, in writing, to any transaction concerning the account.

- b. **Joint Account Owner Liability:** If any item deposited in a joint account (Share/Share Draft/Other Share Savings) is returned unpaid or an account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of the returned item or overdraft and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any joint account owner is indebted to the Credit Union, or if we do not receive final payment on an item, the Credit Union may enforce its rights against any or all funds in the joint account, or any account(s) of any account owner.

3. **Accounts for Payable On Death (POD)/ Trust:** A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees without rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

4. **Accounts for Minors:** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a joint account owner who is at least eighteen (18) years of age, who shall be primarily liable to the Credit Union for any returned item, overdraft or unpaid charges of amounts on such account. All funds in the joint account shall be owned as a joint account with right of survivorship unless otherwise indicated on the account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian is a joint account owner, the guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The Credit Union shall not change the account status when the minor reaches age 18, unless authorized to do so by one of the account owners.

5. **Accounts for Living Trusts:** An account for a living trust is an account held by one or more trustees for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee(s) will provide to the Credit Union evidence of the trustee's authority. Trustee warrants that a valid living trust has been created, currently exists and that the grantor is eligible for membership in the Credit Union. The Credit Union is under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Funds may be released to any one trustee acting alone or with a co-trustee. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or any account change form is received. The trustee(s) agrees to defend as well as to indemnify and hold the Credit Union harmless of any claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee unless a successor trustee notifies the Credit Union in writing prior to any unauthorized act. This Agreement shall be binding on the trust, successor trustee(s) and beneficiaries.

6. **Second Account:** This account with the Credit Union can be either jointly owned or individually owned. All second accounts are subject to the same terms set forth in this Agreement.

7. **Certificates:** Certificates allowed by state law are subject to the terms of this Agreement, and the specific terms and disclosures set forth in the Rate and Fee Schedule for each account are incorporated herein by reference.

**8. Accounts for Businesses and Organizations:** Accounts held in the name of a member, organization or association for business purposes are subject to the same terms and conditions set forth in this Agreement. Owners agree to inform the Credit Union of the persons authorized to transact business on behalf of the corporation or organization. The Credit Union may rely on the account owner's written authorization until such time as the Credit Union is informed of any changes in writing. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owners, unless the Credit Union has written notice of any wrongdoing.

## ACCOUNT REQUIREMENTS AND INFORMATION

1. **Deposit Requirements:** Deposits may be made to a share, share draft or any other deposit account, if applicable, in any amount of cash, check or other item for deposit at the main office or at any branch. All deposit accounts are non-assignable and nontransferable.
  - a. **Endorsements:** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with members signatures files, and to require insurance, government and certain other checks or drafts to be endorsed exactly as they are made payable. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1 ½ inches from the top edge. The Credit Union may accept drafts and checks with endorsements outside this space. However, if any such endorsement causes any delay in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay. The Credit Union may disregard information on any draft or check other than the signature of the drawer and MICR information. Any item presented with a full payment legend must be presented in person to the Credit Union officer; otherwise, payment is made with full reservation of rights.
  - b. **Final Payment:** All non-cash deposits posted to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those deposits and impose a return item charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fees to collect your deposit item, the Credit Union may charge such fees to your account. The Credit Union reserves the right to refuse or to return all or part of a deposit or to close your account.
  - c. **Direct Deposits:** The Credit Union may offer direct deposit options allowing you to pre-authorize deposits (i.e. payroll checks, Social Security or retirement checks or other government checks) or pre-authorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposits or pre-authorized transfer if you wish to cancel the direct deposit or direct transfer option.
  - d. **Crediting of Deposits:** Deposits received at our offices will be credited to your account as of the business day of the deposit. Deposits made at automated teller locations (ATMs) will be credited once settlement is made by the Credit Union. At this time, additional holds may be placed on the funds.

## 2. Account Transaction Limitations:

- a. **Withdrawal Restrictions:** The Credit Union is only required to permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts, payment orders or ATM withdrawals, which are drawn against insufficient available funds, may be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.
- b. **Joint Ownership Restrictions:** In the event of either written notice of the existence of a dispute between the owners concerning their respective rights of ownership to the funds contained in, proposed to be, or previously withdrawn from an account(s), or the Credit Union's uncertainty as to who is entitled to the funds in an account(s), the Credit Union reserves the right to place an administrative hold on the funds in the account(s) and may notify all owners of either the dispute or the Credit Union's uncertainty as to who is entitled to the funds. The Credit Union will not release the funds to any owners(s) claiming an interest in funds in the account until the Credit Union receives either:
  - i. A request for payment in writing agreed by all owners(s), claiming an interest in funds held in an account(s); or
  - ii. The payment is authorized or directed by a court of proper jurisdiction.
  - iii. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account(s) (except share drafts) of not less than seven (7) days and up to thirty (30) days before such withdrawal.

## 3. Account Access:

- a. **Access Options:** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e. draft, automated teller machines, in person, by mail, automatic transfer or telephone, as applicable). If you make withdrawals by draft, the draft must be properly completed and signed by you or your representative whose authority is on file with us. The Credit Union may restrict the withdrawals or transfers on your account.
- b. **Wire Transfers and Automated Clearing House (ACH) Transactions:** If you send or receive a wire transfer, Fedwire may be used. Fedwire transactions are governed by Regulation J (REG J). Automated Clearing House (ACH) transactions are governed by operating rules of the National Automated Clearing House Association. Under the Operating Rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.
- c. **Transactions by Mail:** Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers and withdrawals by mail. Such transactions will be posted to your account as of the day the transaction is processed at the Credit Union. The Credit Union will not be held liable for checks or other items for deposit that are lost in the mail or for any default or negligence by a bank we may use to collect your deposits.

4. **Account Rates and Fees:** The Credit Union's payment of dividends on all accounts is subject to the disclosures in our Rate and Fee Schedule.

5. **Account Information:** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your

account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except:

- a. Where it is necessary to complete the transaction(s);
- b. If the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations;
- c. In accordance with your written permission; and/or
- d. In order to comply with court orders, government or administrative agency summonses, subpoenas, orders, examinations and escheat reports.

#### 6. Transaction Accounts:

- a. **Quarterly Statements:** You will receive a periodic statement of all transactions and activity on your account during the statement period. Any deposits, withdrawals, transfers, payments of dividend and imposition of applicable fees will appear on your statement. You are responsible for examining each statement and your draft copy and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged or altered items drawn or deposited to your account if you fail to notify the Credit Union within thirty (30) days of the statement mailing date of any forgery or alteration. The Credit Union will not be liable for items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- b. **Periodic Statements:** You will receive a monthly account statement from the Credit Union for your Share Draft Account(s). You will receive a quarterly account statement from the Credit Union for your Shares Account(s) if the only possible electronic transfers to or from the account are pre-authorized deposits.
- c. **Share Draft Statements:** You understand that your original drafts will only be returned to you upon request at the cost specified in the Rate and Fee Schedule and in accordance with the Substitute Check Policy as noted below. Copies (Photo/ FAX) will be available through the Credit Union at a cost listed on the Rate and Fee Schedule and made available upon your request. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limits to notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit.

7. **Substitute Checks (Check 21):** Federal law permits the Credit Union to replace original checks with "substitute checks" to process checks more quickly. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment. Some or all of the checks that you receive back from the Credit Union may be substitute checks. Below are the rights you have when receiving substitute checks from the Credit Union. The following rights do not apply to original checks or to electronic debits to your account.

- a. **Rights Regarding Substitute Checks:** In certain cases, federal law provides a special procedure allowing you to request a refund for losses suffered if a substitute check is posted to your account (i.e. you think the Credit Union withdrew an incorrect amount from your account or that the Credit Union withdrew money from your account more than once for the same check).
  - i. The losses you may attempt to recover under this procedure may include the amount withdrawn from your account and the fees that resulted from the withdraw (i.e. Non-Sufficient Funds).

- ii. The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less.
  - iii. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under the law.
  - iv. By using this procedure, you may be entitled to receive up to \$2,500 of your refund (plus interest if your account earned interest at the time of the loss) within ten (10) business days of the Credit Union receiving your claim and the remainder of your refund not more than forty five (45) business days after receiving your claim.
  - v. The Credit Union may reverse the refund (including any interest) if we are able to demonstrate that the substitute check was correctly posted to your account.
- b. **Refund Claim:** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, contact DEXSTA at 302-571-0522 or [memberservices@dexsta.com](mailto:memberservices@dexsta.com). You must contact the Credit Union within forty (40) calendar days of the date the Credit Union mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. The Credit Union may extend the time period as deemed necessary. The claim must include:
- i. A description of why you have suffered a loss (i.e. you think the amount withdrawn was incorrect);
  - ii. An estimate of the amount of your loss;
  - iii. An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
  - iv. A copy of the substitute check and/or identifying information (i.e. the check number, name of the person to whom the check was written, the amount of the check, etc.) to help the Credit Union identify the substitute check.

## **POLICIES AND PROCEDURES**

### **1. Overdrafts:**

- a. **Overdraft Liability:** If, on any day, the available funds in your Share Draft Account are not sufficient to cover draft and other items posted to your account, those drafts and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds draft. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any deadline limits.
- b. **Share Draft Overdraft Plan:** If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your Share Draft Account by transferring the necessary funds from another account of yours to your Share Draft Account. We will transfer funds to your Share Draft Account from your Shares, alternate share or overdraft protection loan account, as you have directed, or as required under the Credit Union's overdraft protection plan. The fee for

overdraft transfers is set forth in the Rate and Fee Schedule. Transfers from an alternate share account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

2. **Post-dated and Stale-dated Items:** You agree not to post-date any draft drawn on your account. You agree to hold harmless the Credit Union for any post-dated drafts and agree to reimburse the Credit Union for any loss it may suffer because of such payment made in good faith. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date, but may charge your account for payment unless the item is certified or you have placed an effective Stop Payment order.

3. **Stop Payment Orders:**

- a. **Stop Payment Request:** You may, upon timely and proper request, ask the Credit Union to stop payment on any draft or other payment order drawn upon your Share Draft Account. You may request a stop payment by telephone, mail or by appearing in person at the Credit Union. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you provide the number of the account, date and number of the item, its exact amount and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on an item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to the Credit Union all of your rights against the payee or other holders of the item and to assist the Credit Union in legal action taken against the person(s).
- b. **Duration of Order:** Verbal stop payment orders remain in effect for fourteen (14) days. All endorsed stop payment orders are effective for six (6) months. In order for any written stop-payment order to remain in effect after six (6) months, you must renew the order in writing.
- c. **Liability:** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. You may not stop payment on any certified check or draft or any other check, draft or payment guaranteed by you or the Credit Union. You can only stop payment on any other checks or drafts that the Credit Union issues on your behalf at the Credit Union's sole discretion. Be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. If you place a stop payment order and the item is paid through no fault of yours, the Credit Union will only be liable for actual damages you incur, not to exceed the amount of the check.

4. **Lost Items:** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

5. **Credit Union's Liability for Errors:** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. The Credit Union will not be liable if:

- a. There are insufficient funds in your account to complete the transaction through no fault of the Credit Union;
- b. The funds in your account are unavailable;
- c. The funds in your account are subject to legal process;
- d. Your loss is caused by the negligence of another financial institution;

- e. We did not receive a direct deposit instruction;
- f. the failure is due to an equipment breakdown that you were aware of before you began a transaction;
- g. The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions that we have taken;
- h. Your Personal Identification Number (PIN) has been reported lost or stolen and you are using the reported/suspended PIN;
- i. We have reason to believe that the transaction requested is unauthorized; you attempt to complete a transaction which is not a permissible transaction; and/or
- j. You did not provide us with the correct account information for those accounts to which you wish to direct a transfer. In no event will the Credit Union be liable for consequential damages. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the account documents and the terms of this Agreement.

**6. Credit Union Lien:** The Credit Union will have a lien on any or all of the funds in any account(s) in which you have ownership interest at the Credit Union, regardless of the source of the funds. At any time and without notice to you, the Credit Union may apply the funds on which it has a lien to pay off your indebtedness (except real estate secured obligations) as a borrower, guarantor or endorser to the Credit Union. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time.

#### **7. Notices:**

- a. **Name or Address Change:** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union may accept verbal notices of a change of address, with proper identification and documentation, and may require any other notice from you to the Credit Union to be provided in writing. A Bad Address fee may be assessed as outlined in the Rate and Fee Schedule.
- b. **Notice of Amendments:** Except as otherwise prohibited by applicable law, the terms of this Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. The Credit Union will notify you of any changes in terms, rates or fees as required by law by delivering notice to the last address which you have specified for the account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. Amendments requested by you, or any joint owner, such as adding or closing an account or service, must be evidenced by a signed request form. Upon execution, such amendments will be incorporated herein by this reference. The Credit Union reserves the right to require all owners' consent in writing to terminate an account.

**8. Termination of Account(s):** You may close your account at any time, for any reason. The Credit Union may close your account at any time, for any reason and without advance notice to you or may require you to close your account and apply for a new account if:

- a. There is a change in any term or condition of the Agreement;
- b. There has been a forgery or fraud reported or committed involving your account;



- c. There is a dispute as to the ownership of the funds in the account;
- d. Any share drafts are lost or stolen;
- e. There are excessive return unpaid items not covered by an overdraft protection plan; and/or
- f. There has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union in writing. However, the Credit Union reserves the right to require the consent of all joint account owners for termination of a joint account. The Credit Union is not responsible for payment of any draft, withdrawal or other item once your account is terminated.

9. **Termination of Membership:** You may terminate your membership at the Credit Union after giving notice of your intent to withdraw from membership. The Credit Union is not liable for payment of any share draft, withdrawal or other item once your membership is terminated. You may be expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

10. **Dormant and Abandoned Account(s):** If a deposit or withdrawal has not been made on the account and Credit Union has had no other contact with you for one (1) year, your account(s) will be coded as "Dormant" and may be subject to a fee as set forth in the Rate and Fee Schedule. If the Credit Union has had no other contact with you for five (5) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned and a fee will be assessed as set forth in the Rate and Fee Schedule. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

11. **Death of a Member:** Upon the death of a member, the Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of the member's death. Once the Credit Union learns of the member's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives the instructions from an authorized person to stop payment on the drafts or other items. Funds in the account shall be payable to joint owner(s) or others in accordance with this Agreement and applicable state law. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. You agree that the Credit Union can require anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

12. **Special Account Instructions:** The Credit Union can facilitate certain trust, will or court-ordered account arrangements you may request. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.

13. **Waiver:** Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right. The Credit Union has the right to add to, delete or make any other changes to this Agreement at any time. You and your account(s) will be bound by the changes as soon as they are implemented. If the change does not benefit the member, at least thirty (30) days before it is implemented, we will make you aware of the situation. However, if applicable law requires us to make a change, you may not receive any prior notice. We can cancel, change or add products, accounts or services at any time. Notice of any such changes, additions or terminations will be provided as required by law. We can waive any of our rights under this Agreement whenever we choose to, but this does not bind us to waive the same rights in the future.

14. **Severability:** In the event that any paragraph of the Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

15. **Governing Law:** The Agreement is governed by the Bylaws of DEXSTA Federal Credit Union, federal laws and regulations, the laws and regulations of the State of Delaware and local clearinghouse rule, as amended from time to time. Any disputes regarding the Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

16. **Enforcement:** In the event that either party brings a legal action to enforce the Agreement to collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located.

17. **Taxpayer Identification Numbers and Backup Withholding:** Generally, dividends earned on an account should be reported to the IRS under the name and TIN of the person who owns the principal in the account. This person should report this dividend on his/her income tax return. Section 6109 of the Internal Revenue Code requires you to provide your TIN to us whether or not you file a tax return. These numbers are used to identify the dividends paid to you.

- a. **Taxpayer Identification Number Required (TIN):** The Credit Union will not establish an account until a TIN is received and certified. If you do not have a TIN or you do not know your number, contact the local office of the Social Security Administration or the Internal Revenue Service.
- b. **Taxpayer Identification Number (TIN):** There are two types of TINs:
  - i. Social Security Numbers (SSN): These are nine (9) digit numbers taking the form of 000-00-0000. Social Security Numbers identify and should be used by individual persons and estates of decedents.
  - ii. Employer Identification Numbers (EIN): These are also nine (9) digit numbers taking the form of 00-0000000. These numbers identify and should be used by corporations, partnerships, non-profit associations, certain trusts and similar non-individual persons.
- c. **Backup Withholding:** To prevent backup withholding on the dividend payments you receive, you must certify that the TIN you provide is correct and that you are/are not subject to backup withholding because of a failure to report your dividend payments. In order to make these certifications, you must read the instructions on the Membership Application and follow the instructions stated.
- d. **Penalties:** In addition to withholding, you may be subject to the following penalties:
  - i. If you fail to give us your correct TIN, the IRS may impose a penalty of \$50 for each failure (unless your failure is due to reasonable cause and not willful neglect);
  - ii. If you make a false statement which results in an avoidance of withholding or you make a false certification, you may be subject to civil penalties up to \$500 and criminal penalties including fines and/or imprisonment; and/or
  - iii. If you fail to report all of your reportable dividend payments, the IRS may impose a penalty of at least 5% of the underpayment of tax.

18. **Limitation for our Liability:** Unless otherwise required by law, we will not be responsible for any losses or damages from the use of the services described in this Agreement, including, but not limited to, direct, indirect, special or consequential losses or damages.

## **FUNDS AVAILABILITY POLICY**

1. **General Policy:** It is the policy of DEXSTA Federal Credit Union to make funds from member deposits available on the same business day the Credit Union receives the deposit. Electronic direct deposits will be available no later than the effective date of the deposit. At that time you can withdraw the funds in cash and the Credit Union will use the funds to pay checks written on your account. For determining availability of deposits, every day is a business day except Saturdays, Sundays and federal holidays. The Credit Union will consider a deposit as being made on a business day if it is made in person to one of our employees. Funds deposited at ATMs will be available the second business day after the day of deposit. You will be charged a per-check fee for checks deposited that are returned to the Credit Union unpaid and for any other problems involving a deposit.

2. **Longer Delays May Apply:** In some cases, the Credit Union will not make all of your funds that are deposited by check available on the same business day as the day of the deposit. Depending on the type of check deposited, funds may not be available until the second business day after the day of the deposit. However, \$200 from any check deposit that receives an external float will be made available for withdrawal on the business day following the business day of deposit. If the Credit Union is not going to make all funds from your deposit available at that time, you will be informed when the deposit is made and when the funds will be available. If a deposit is not made directly to an employee of the Credit Union or if we decide to take this action after you have left the premises, we will mail the notice to you on the next business day after we receive the deposit.

If you will need the funds from a deposit right away, be sure to inquire as to when the funds will be available.

Funds deposited by check may be delayed for a longer period if:

- i. we believe a check deposited will not be paid;
- ii. the checks total more than \$5,000 on any one day;
- iii. you re-deposit a check that has been returned unpaid;
- iv. your account has been repeatedly overdrawn within the previous six (6) months; and/or
- v. there is an emergency such as failure of communications or computer equipment.

We will notify you if your ability to withdraw funds is delayed by the Credit Union for any of the above reasons, and will inform you of when the funds will be available. The funds will generally be available no later than the seventh business day after the date of deposit.

3. **Special Rules for New Accounts:** When you open a new account, the following special rules will apply during the first thirty (30) days the account is open:

- a. The first \$5,000 from a deposit of U.S. Treasury checks will be available on the next business day after the day of a deposit. The amount over \$5,000 will be available on the ninth business day after the day of the deposit. Funds from wire transfers into an account will be available on the next business day after the day the transfer is received by the Credit Union.
- b. Funds from a deposit of state or local government, teller's, cashier's, certified and traveler's checks will be available on the first business day after the day of the deposit if it meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of the deposit.

## **ELECTRONIC FUNDS TRANSFER (REGULATION E)**

Your Rights and Responsibilities: Electronic Fund Transfers are available to you with certain accounts at the Credit Union:

1. **Direct Deposit:** You may make arrangements for certain direct deposits to be accepted into your Shares or Share Draft Accounts – payroll, disability, veteran’s benefits, Social Security and other Federal payments that you may receive.

2. **Pre-authorized Withdrawals:** You may make arrangements to pay certain recurring bills from your Shares or Share Draft Accounts.

3. **ATM Card/VISA Check Card:** You may use your ATM Card or VISA Check Card to (some services may not be available at all terminals):

- a. Withdraw cash from your Shares or Share Draft Account;
- b. Make deposits to your Share or Shares Draft Account;
- c. Transfer funds between your Shares or Share Draft Account; and/or
- d. Pay for purchases at places that have agreed to accept the card.

4. **Touch-Tone-Teller:** Once set up, you may use your Touch-Tone-Teller PIN to:

- a. Request an advance on a line of credit;
- b. Transfer funds between your Shares and Share Draft Account;
- c. Make loan payments from your Shares or Share Draft Account;
- d. Inquire as to the balance of your accounts or loans; and/or
- e. Transfer funds from your account to another DEXSTA Federal Credit Union account, provided the other account is set-up.

5. **Limitations on Frequency of Transfers:** We set no limitations on the frequency of transactions you can make using your ATM Card, VISA Check Card or Touch-Tone-Teller PIN. For security reasons, there are some limitations on the dollar amount of transactions you may make with your ATM Card/VISA Check Card.

6. **Charges for Electronic Fund Transfers:** We do not charge for direct deposits to any type of account. We do not charge for pre-authorized withdrawals from any type of account. Refer to the current Rate and Fee Schedule for any electronic fund transfer charges.

## **ATM/VISA CHECK CARD AGREEMENT**

1. **Accounts and Uses of ATM/VISA Check Card:** I/We have the account(s) (including such share draft checking and/or share savings) which the Credit Union set forth on my application form. I/We hereby request that the Credit Union issue to me/us one or more ATM/VISA Check Cards to be used in connection with such accounts as described in this agreement.

- a. I/We understand that I/we may use my/our ATM/VISA Check Card with my/our Personal Identification Number (PIN) at a STAR or CIRRUS Automated Teller Machine (ATM) and any ATM bearing the VISA logo to:

- i. Withdraw cash from my/our account(s);
  - ii. Effect transfers to and from my/our account(s);
  - iii. Make deposits to my/our account(s); and/or
  - iv. Receive information regarding the balance in my/our account(s).
- b. I/We further understand that I/we may use the ATM/VISA Check Card at any retail establishment (Merchant) where VISA debit cards are accepted (VISA Check Card only) to purchase goods and services and/or obtain cash where permitted by the Merchant (Purchase).
  - i. If I/we use my/our ATM/VISA Check Card to make a Purchase, I/we shall be requesting the Credit Union to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from the primary transaction account designated on my/our application form and directing or ordering the Credit Union to pay such funds to the Merchant.
  - ii. I/We acknowledge that the PIN is not used in a VISA point-of-sale purchase, and therefore I/we agree to take all reasonable precautions that no one else has access to my/our VISA Check Card.

**2. Liability: If the ATM/VISA Check Card is issued for a joint account, we agree to be jointly and severally liable under the terms of this agreement and the agreement for such account. I/ We agree that if I/we make deposits to my/our account(s) with items other than cash (checks, drafts or other items) and the Credit Union makes funds available to me/us from such deposits prior to collection, I/we agree that the Credit Union may deduct the amounts of such funds from my/our account(s) which are not collected or, if the funds in my/our account(s) are insufficient at such time, I/we will promptly pay to the Credit Union any amount of such funds which are not collected.**

**3. Use of Personal Identification Number (PIN) with ATM/VISA Check Card:** I/We understand that a STAR or Cirrus ATM is an automated teller. It can and will perform many of the same tasks as a human teller. I/We acknowledge/understand that:

- a. The Personal Identification Number or PIN which I/we use with the ATM/VISA Check Card is my/our signature(s), identifies the bearer of the Card to the Cirrus ATM, or other network ATM and authenticates and validates the directions given just as my/our actual signature(s) and other proof identify me/us and authenticates and validates my/our directions to a human teller;
- b. A Merchant which accepts the ATM/VISA Check Card for a Purchase transaction may have an electronic terminal (Merchant operated or self service) which requires the use of my/our PIN and when my/our PIN is used at a Merchant's terminal, it will authenticate and validate the directions given just as my/our actual signature will authenticate and validate my/our directions given to the Credit Union; and
- c. My/Our PIN is an identification code that is personal and confidential and that the use of the PIN with the ATM/VISA Check Card is a security method by which the Credit Union is helping me/us to maintain the security of my/our account(s). Therefore, I/we agree to take all reasonable precautions that no one else learns my/our PIN.

**4. Limitations on Dollar Amounts of Transfers:** I/We understand the following limitations set on the use of my/our ATM/VISA Check Card:

- a. I/We may use the ATM/VISA Check Card to withdraw up to \$500 in cash from my/our account(s) each business day provided the funds are available in my/our account(s); The day for all limits starts at 3:00 pm each business day and ends at 3:00 pm the next business day.

- b. In addition to the amount I/we may withdraw in cash, I/we may use my/our ATM card to purchase up to my/our point-of-sale (POS) purchase limit of \$1,500. The daily purchase limit on the ATM/VISA Check Card is also \$1,500. The day for all limits starts at 3:00 pm each business day and ends at 3:00 pm the next business day. Weekends, including three-day holidays, are considered "one business day."

**5. Liability for Unauthorized Transactions:** I/We agree to contact the Credit Union at once if:

- a. I/We believe the ATM/VISA Check Card(s) issued to me/ us or my/our PIN has been lost or stolen or money is missing from my/our account(s);
- b. My/Our monthly statement shows transactions which I/we did not make, and I/we do not contact the Credit Union within sixty (60) days after the statement was mailed to me/us, I/we may not get back any money lost after that time;
- c. For a VISA Check Card, I/we understand that there is zero liability.
- d. For an ATM Card, I/we understand that my/our liability is \$50 to \$500 if it is reported lost or stolen more than two (2) business days after discovery. If, however, it is determined that an unauthorized transfer was the result of my/our gross negligence (i.e. writing the PIN on the card) or fraud, my/our liability could increase; and
- e. I/We give my/our ATM/VISA Check Card(s) and PIN to someone else to use, I/we am/are authorizing them to act on my/our behalf and I/we will be responsible for any use of the card(s) by them.

**6. How to Contact Member Services:** I/We agree to contact Member Services immediately, if I/we believe the ATM/VISA Check Card issued to me/us or my/our PIN has been lost or stolen or that an unauthorized transfer or purchase from any of my/our account(s) has occurred or might occur, by phoning, and by confirming such information in writing to the Credit Union at:

VISA Check Card/ATM  
During Normal Business Hours: (877) 712-5500  
After Normal Business Hours and on Weekends: (800) 523-4175  
DEXSTA: 302-571-0522  
300 Foulk Road, Suite 100  
Wilmington, DE 19803

**7. Charges:** I/We agree to pay the charges or transaction fees which are charged by the Credit Union for these services or for services which may later be offered as such fees or charges may be imposed or changed from time to time. I/We also know that I/we will be responsible for any fees imposed by another institution at their ATM.

**8. Deposits:** I/We agree that when I/we make a deposit at any ATM bearing the Cirrus name and logo that the Credit Union has the right to verify the deposit before making the money available to me/us.

- a. If I/we deliver cash, checks or other items to any ATM bearing the Cirrus name and logo, I/we understand and acknowledge that the funds from my/our deposit may not be available for immediate withdrawal and that the availability of my/our deposit shall depend on the rules and regulations regarding the particular account(s) in which I/we am/are making a deposit, the items that I/we am/are depositing and whether the deposit is made at any ATM bearing the Cirrus name and logo that is owned by the Credit Union or another financial institution

- b. I/We also understand and acknowledge that not all ATMs may accept deposits and some ATMs may limit the amount of funds which may be deposited and the Credit Union may not control these limits.
- c. A deposit or non-certified funds are subject to a minimum two (2) business day hold.

9. **Amendment of this Agreement:** I/We agree that from time to time the Credit Union may amend or change the terms of this Agreement including amendments or changes to add further ATM/ VISA Check Card services or to amend or change the charges for these services. The Credit Union may do so by notifying me/us in writing on the statement of such amendments or changes. My/Our use of the ATM/VISA Check Card after the effective date of any such amendment or change shall constitute my/our acceptance of and agreement to such amendment or change.

10. **Ownership:** I/We agree that the ATM/VISA Check Card is the property of the Credit Union and I/we will surrender it to you upon the Credit Union's request. I/We agree that the ATM/VISA Check Card is non-transferable.

11. **Disclosures:** I/We hereby acknowledge receipt of the disclosure statement informing me/us of my/our rights under the Electronic Funds Transfer Act and a copy of this agreement.

#### **RIGHT TO DOCUMENTATION**

1. **Terminal Receipts:** You may obtain a receipt at the time you make any transaction to or from your account using any ATM, POS terminal or debit card transaction with a participating merchant.

2. **Direct Deposit:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money, or you can call the Credit Union to find out whether or not the deposit has been made. If the only possible transfers to or from your account are pre-authorized deposits, you will get a quarterly statement from the Credit Union.

#### **UNAUTHORIZED TRANSFERS**

Contact the Credit Union at once if you believe that an unauthorized transfer has occurred or may occur concerning your account(s), if your ATM Card, VISA® Check Card has been lost or stolen, or if you believe your PIN is no longer secure or confidential or may have been used without your permission. Telephoning the Credit Union at 302-571-0522 is the best way of keeping your losses to a minimum. You could lose all of the money in your account (plus your maximum overdraft line of credit) if a lost or stolen card is not reported missing.

Cardholders should always regularly check the monthly statement for transaction accuracy. If your statement shows transfers that you did not make, contact the Credit Union at once. If the Credit Union is not informed within sixty (60) days of the statement mailing, you may not be reimbursed for the money you lost if the Credit Union can prove that the unauthorized transaction(s) could have been avoided if we had been notified. If a valid reason (at the Credit Union's discretion) kept you from informing us of an unauthorized transaction, we may extend the time period.

If it is believed that someone has completed an unauthorized transfer or may transfer money from your account(s) without your permission, call or write the Credit Union.

## **ERROR RESOLUTION**

In case of errors or questions regarding your electronic transfers, call or write the Credit Union as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. The Credit Union must hear from you no later than sixty (60) days after we send the first statement on which the problem or error appeared. To expedite the resolution process, please provide the Credit Union with the following information:

1. Account number and Name on the account;
2. Provide the dollar amount of the suspected error;
3. Describe the error or the transfer in question; and
4. Clearly explain why you believe there is an error or why you need more information.

If you give oral notification to the Credit Union, we may require that you send your complaint or question in writing within ten (10) business days.

You will be informed of the results of the Credit Union's investigation within ten (10) business days (twenty (20) business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) after the initial claim and the Credit Union will promptly correct any error. If more time is needed, the Credit Union may take up to forty-five (45) days (ninety (90) days if the transaction involved a point-of-sale or a foreign-initiated transfer) to investigate your complaint or question. If the Credit Union decides to do this, we will re-credit your account within ten (10) business days (five (5) business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) for the amount you believe to be in error so you will have use of the money during the time it takes the Credit Union to complete our investigation. Upon request that your complaint or question be submitted in writing, you will have ten (10) business days to do so. Failure to comply with this time period may result in your account(s) not being credited. If it is concluded that no error occurred, the Credit Union will inform you, in writing, within three (3) business days after the completion of the investigation. You may request, in writing, a copy of the documents used in the Credit Union's investigation.