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NOTICE: Information in this publication is effective September 2006.\* DGEFCU reserves the right to change the terms and conditions on any account and will notify the membership of any such change, as required by applicable law. You may call 202-671-1626 to inquire about current terms.

## INTRODUCTION

Welcome to District Government Employees Federal Credit Union, and thank you for opening an account with us. In this brochure, District Government Employees Federal Credit Union may be referred to as “DGEFCU,” “the Credit Union,” “we” or “us.” Any member of DGEFCU may be referred to as “member” or “you.”

Throughout this brochure, we give you important terms and conditions relating to DGEFCU deposit account programs. We also discuss related and optional services, as well as special situations that may apply to your accounts.

Please read this publication carefully and keep it for your records. We encourage you to compare our rates on savings and loans and our services with those of other financial institutions anytime you open an account with us or we change our charges or practices.

When you open an account with us, you agree to the terms and conditions described in this brochure. We may change these terms and conditions anytime. We will give you written notice of any changes. If you maintain your account or renew your Share Certificate Account after the effective date of the change, you indicate your agreement to the change. The agreement you make with us, and the rights and obligations we both have, are governed by and interpreted according to federal and state law as applicable.

To help the government fight the funding of terrorism and money-laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: when you open an account, the Credit Union will ask for your name, address, date of birth and other information that will allow us to identify you. The Credit Union may also ask to see your driver’s license or other identifying information.

The Credit Union will only ask for the information required by law and will use the information solely for the purpose of complying with the law. A driver’s license or other government-issued photo ID card is an acceptable form of identification for U.S. citizens. Non-U.S. citizens may use a passport or alien identification card.

Please be prepared to present your identification when opening a new account.

Your signature on any DGEFCU account application acknowledges receipt of the Agreement and accompanying Disclosure for the account you've opened.

## **MEMBERSHIP**

### **Who Can Join Our Credit Union**

If you're employed by the District of Columbia Government\* you're eligible to join DGEFCU! However, you don't have to be a District Government employee to join DGEFCU. A number of other employers offer DGEFCU membership as one of their employee benefits. Our Field of Membership includes:

- Black Entertainment Television (Emerge, YSB and Radio Magazines, BET International Holdings, BET Direct and ACTION)
- District CableVision Limited Partnership
- District of Columbia Housing Finance Agency
- Members of Saint Augustine Catholic Parish in Washington, DC
- Residents and persons who regularly work or worship in Adams Morgan, Mount Pleasant and Columbia Heights (see Community Boundaries below\*\*)
- Businesses, other legal entities, associations, religious and other non-profit organizations located within the community boundaries
- The Martin Agency, American Income Life Insurance Company
- National Capital Housing Authority/Department of Housing and Community Development
- Beltway Toyota, Marlow Heights, MD
- Ron H. Brown Foundation

\*Employees of the District of Columbia Government or other employees paid by the DC Disbursing Officer except the employees of the District Board of Education, the District Board of Higher Education, and the District Board of Vocational Education.

\*\*Field of Membership Community Boundaries: The north boundary beginning at New Hampshire Avenue, NW (at the intersection with Georgia Avenue), continuing southwest on New Hampshire Avenue to Spring Road, NW, extending west on Spring Road to 16th Street, NW, then north along 16th Street to the intersection with Piney Branch Parkway, NW, continuing along Piney Branch Parkway towards the west to Beach Drive, NW (Rock Creek Park). The west boundary extends southward along Beach Drive to Connecticut Avenue, NW, then south along Connecticut Avenue to Florida Avenue, NW. The south boundary extends east on Florida Avenue to 18th Street, NW, then south along 18th Street to S Street, NW, continuing east along S Street to 16th Street, NW, continuing south on 16th Street to Massachusetts Avenue, NW, and continuing south on Massachusetts Avenue to 7th Street, NW. The east boundary extends north on 7th Street to Florida Avenue, NW (at this intersection 7th Street becomes Georgia Avenue), continuing north on Georgia Avenue to the intersection with New Hampshire Avenue, NW.

- Employees of DGEFCU
- Mi CASA, Inc.
- Maryland and D.C. Credit Union Association
- Retirees and pensioners or annuitants from the above employment
- Members of their immediate families or household. **This includes spouse, parent, child, sibling, grandparent, grandchild, stepparent and stepchild.**
- Organizations of such persons

Not sure whether you're eligible? Contact one of our member service representatives. They'll be happy to check.

When you establish your account, you are establishing a lifetime relationship with the Credit Union. **Once a member, always a member.** Credit Union membership means Credit Union ownership — all members of the Credit Union have a voice in the election of officials and are encouraged to attend membership meetings and to volunteer to serve on special committees.

### **Federal Deposit Insurance**

Funds on deposit in your accounts at DGEFCU are insured to at least \$100,000 by the National Credit Union Administration, an agency of the United States government. In general, every IRA is separately insured up to an additional \$250,000. However, IRA and Roth IRA accounts are combined together and insured in the aggregate up to \$250,000. (See *Your Insured Funds Booklet* for details.)

## **ACCOUNT TERMS, DISCLOSURES AND AGREEMENTS**

### **Dividends/Interest**

“Dividends” is the term used for the earnings paid on your share accounts. (It is the equivalent to what other financial institutions may refer to as “interest.”) Dividends are variable and are determined by the Board of Directors. Dividends are paid from current income and available earnings after required transfers to reserves.

### **Joint Ownership**

Your Credit Union account(s) may be jointly owned by you as the primary member and with one or more persons. All joint owners have equal ownership rights and the right of survivorship. All joint owners must sign the Application for Membership. Joint owners may or may not be in the field of membership.

A joint owner is not a Credit Union member (even if eligible) unless he or she is the primary owner of a Savings account.

If your joint owners are within the field of membership, they may have accounts of their own. If not within the field of membership, they are not entitled to accounts of their own and may not borrow from the Credit Union.

On jointly owned accounts, all owners are joint on all sub-accounts of the primary account, such as Checking and Share Certificate Accounts.

A joint account is terminated in one of two ways:

- a. Only one joint owner survives (if the joint owner is a non-member eligible for membership, he or she may join the Credit Union immediately; if the remaining joint owner is an ineligible non-member, we must close the account and disburse funds);
- b. One joint owner requests to be deleted from the account by notarized letter; all other joint owners must then sign a new joint savings account agreement.

## **TYPES OF ACCOUNTS**

### **Share Savings**

DGEFCU's basic share account is called "savings." Savings can be withdrawn at any time and are totally liquid. To be a member of DGEFCU, you must maintain a \$50 minimum balance in your savings account. Members whose balances drop below the required minimum will be assessed a fee in accordance with our current Schedule of Fees.

Dividends accrue from day of deposit, are calculated on the actual daily balance and are posted on the last day of the month in which they are earned.

### **Holiday and Vacation Club Accounts**

No minimum balance is required in these accounts. For Holiday Accounts, we make an annual transfer to the Checking account no later than November 1st. Any withdrawal prior to the transfer date may cause the account to be closed and funds to be transferred to checking. Early withdrawal may affect the Annual Percentage Yield earned. Vacation Club funds are not transferred on a specified date.

Dividends accrue from day of deposit and are calculated on the actual daily balance. Dividends are compounded monthly and paid on the last day of the month in which they are earned.

## Share Draft Checking Accounts and Agreement

DGEFCU's basic checking account is also known as the "Share Draft" account. It will be referred to as Checking throughout this brochure. The Checking account requires no minimum balance and has no monthly maintenance charges. Of course, you must maintain a sufficient balance to cover the checks you write. Every effort will be made to clear an item presented for payment in accordance with the procedures outlined below.

You authorize the Credit Union to establish an account for you to be known as a "Checking Account." The Credit Union is authorized to pay checks signed by you and to charge the payments against the Checking account.

You agree that:

- a. Only checks and other methods approved by the Credit Union may be used to withdraw funds from your Checking account;
- b. The Credit Union is under no obligation to pay a check which exceeds the balance in your Checking account; the Credit Union may, however, pay such a check and charge the amount of the resulting overdraft against any other savings account from which the person who signed the check is entitled to withdraw funds; or the Credit Union may pay such a check and add the amount of the overdraft to your line of credit account up to your approved limit, and subject to the terms of your line of credit agreement;

If the Credit Union finds it necessary to use the overdraft transfer clause as described above, the overdraft transfer will be made according to the account holder's specifications;

- c. The Credit Union is not obligated to pay a check that is more than six months old;
- d. If funds are not available to cover an overdraft from item (b), the check(s) will be returned;
- e. You waive any objection regarding any item shown on your monthly Checking account statement unless you put your objection in writing to the Credit Union on or before the sixtieth day following the day the statement is mailed;
- f. The Credit Union may pay drafts that have been postdated and have not yet matured unless the member provides specific advance notice that the draft should not be honored until the posted date.

An oral notice is valid for only 14 calendar days when given, unless a written confirmation is presented to the Credit Union. A written notice shall be valid for six months when received by the Credit Union. Unless otherwise provided by law, in order to be effective, this notice must include (a) the person who signed the check (b) the name of the payee of the check, (c) the date of the check, (d) the exact amount of the check, (e) the number of the check and (f) the number of the account upon which the check was drawn. We cannot delay payment on a check that does not exactly match the instructions you have provided us. In addition, we must have enough advanced notice to ensure a reasonable opportunity that our systems will be alerted to your order before the check clears. The Credit Union may pay any draft without regard to any other limitation the drawer may have placed in the notation line of the check or elsewhere on the document.

- g. The Checking account is subject to service charges as adopted by the Credit Union from time to time;
- h. The use of your Checking account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

### **Money Market Accounts**

Money Market accounts give members an opportunity to earn dividends at a higher rate than regular share savings accounts. There is a minimum balance requirement, with tiered dividends based on balance. Minimum withdrawals of \$500 are required with a maximum of three withdrawals per month. Please refer to current rates on our website for details.

### **Share Certificate Accounts**

A Share Certificate account earns dividends at a higher rate than regular savings accounts for the same period if the funds remain on deposit for a pre-established period of time. DGEFCU offers several types of Share Certificate accounts, including Regular Share Certificates and IRA Share Certificates (see Individual Retirement Account section of this brochure). The rate is fixed for the entire term of the Share Certificate.

### **Regular Share Certificates**

Share Certificate accounts range in terms from 12 months to 48 months and require a minimum balance. (Please refer to current rate sheet for terms.) You may elect to have your dividends transferred to

another share account. (In such a case the compounding and Annual Percentage Yield earned would be affected.)

Any withdrawal of principal will close the share certificate account. Share certificate accounts are subject to substantial penalties for early withdrawal, which may result in a loss of principal.

Twenty days prior to maturity we will send a notice to you. Unless we receive notice from you, the share certificate account will automatically roll into another share certificate account on the maturity date, for the same term and at the current rate. There is a 10-day grace period after the maturity date during which you may elect to make changes without penalty.

Share Certificate Accounts may be used as collateral for a secured loan. The term of the loan may be up to the remaining life of the certificate.

### **Individual Retirement Accounts (IRAs)**

DGEFCU offers IRAs which give you the option of investing in Traditional, Roth and Educational IRAs. IRAs can save you money because of possible tax deductions and tax-deferred growth or tax-free withdrawals. Federal regulations dictate some penalties on early withdrawals. Please ask us for details. Daily dividends are paid and compounded quarterly.

#### ***Traditional, Roth and Educational IRA Share Accounts***

No minimum deposit is required and there are no administrative or maintenance service charges. You may be subject to substantial penalties for early withdrawal as federal regulations dictate. Dividends are variable and accrue from day of deposit and are calculated on the actual daily balance. Dividends are compounded quarterly and paid on the last day of the quarter.

#### ***Traditional and Roth IRA Share Certificate Accounts***

Traditional and Roth IRA Share Certificate accounts are offered for terms of 24 months. Each requires a \$500 minimum balance. Dividends accrue from the day the certificate is opened and are calculated on the daily balance. Dividends are compounded quarterly and paid on the last day of the quarter.

Once the IRA Share Certificate is established, no additional deposits may be made to it. Any withdrawals may close the IRA share certificate account. IRA Share Certificate accounts may be subject to substantial penalties for early withdrawal, which may result in a loss of principal. IRA Share Certificates may *not* be pledged as loan collateral.

Twenty days prior to maturity we will send a notice to you. Unless we receive notice from you, the share

certificate account will automatically roll into another IRA share certificate account on the maturity date for the same term and at the current rates. There is a 10-day grace period after the maturity date during which you may elect to make changes without penalty. Please call the Credit Union to obtain current rate information.

## RELATED SERVICES

We offer related services that may be used with accounts described in this publication.

### **Automatic Transfer Service**

You may authorize the Credit Union to make automatic withdrawals from your Savings or Checking account to be applied, as you request, to make loan payments and/or deposits. You may also have funds transferred to other accounts and applied as you request. The automatic transfer will take place on dates you specify. We require written notification of changes or cancellations.

### **Canceled Checks (share drafts)**

We do not return canceled checks to you. Each time you write a check, it is automatically recorded on a carbon copy. If you should need a copy of a canceled check as proof of payment, you may obtain it for a reasonable service charge. Please refer to current Schedule of Fees.

### **Direct Deposit**

We offer both direct deposit and payroll deduction (allotment) services. You may use direct deposit of your net salary or retirement check to fund your checking or savings account automatically. (You may elect to have funds further distributed among your Credit Union accounts.) With direct deposit you don't wait in line to deposit your check and your money is deposited on time — even if you're ill or out of town, because you get a guaranteed date of deposit.

Payroll allotment allows you to choose specific amounts to be deducted from your paycheck and sent to the Credit Union.

### **Overdraft Protection**

To help protect your account from overdrafts and rejected items, you may want to have your Checking account set up with overdraft protection.

**Line of Credit.** When your Checking account balance falls below zero, we may make loans to you from your approved line of credit by transferring to your Checking account the amount required to cover your overdraft. The amount of the loan may not exceed

the unused credit available from your line of credit. We make these loans under the terms and conditions of your line of credit agreement.

**Savings Overdraft Coverage.** As a second option, when your Checking account balance falls below zero, we may automatically transfer funds from your Regular Savings Account with a limit of six per month (see below).

You may choose either option, or combine them in any order to maximize your overdraft protection coverage.

### **Transaction Limitations**

You're limited to a total of six pre-authorized, electronic, or telephone transfers and withdrawals per month from each Share Savings account in any combination of the following methods:

- Preauthorized electronic funds transfers
- Automatic overdraft coverage from savings
- Dial-A-Teller
- MyCU Online Home Banking
- Call Center

Exceeding the limit may result in transactions being denied, an overdrawn checking account, fees being assessed and inconvenience.

### **Statements**

You will receive a monthly statement that shows the activity in your Checking account. The statement period for these accounts is based on the calendar month.

For all other accounts, you will receive a statement each calendar quarter that shows the activity in your account. You will receive a monthly statement, however, if you perform any of the following EFT transactions during the month:

- a. Preauthorized debits or credits;
- b. Deposits, transfers, or withdrawals with your ATM card;
- c. CheckCard transactions;
- d. Dial-A-Teller audio response transactions;
- e. MyCU Online Home Banking.

We send all your deposit account statements to the address on file. If your statements are returned to us undelivered, we will assess a return mail handling fee. Please refer to current Schedule of Fees.

## **ELECTRONIC FUNDS TRANSFER DISCLOSURE**

The following information applies to the following services which are now offered: **ATM** service (Automated Teller Machine), **Dial-A-Teller** service (audio response), **Visa CheckCard** (debit card), **MyCU Online** Home Banking service (computer home banking) and **Bill Payer** (online bill-paying service).

“Card” refers to the ATM access card or VISA CheckCard; “PIN” refers to a Personal Identification Number for any of the above services. All of these services are activated immediately upon receipt of your PIN.

### **Available Transfers and Limits on Transfers**

You may use your ATM card and/or your Visa CheckCard to withdraw cash from your Savings and Checking accounts. You may also transfer funds between your accounts, make balance inquiries on your Savings and Checking accounts, or other services that the Credit Union may make available in the future.

You may not make withdrawals for an amount in excess of funds available in the account. ATM networks may impose additional limitations on the availability of the above services on some ATM terminals. Please call the Credit Union to obtain current daily transaction and withdrawal limit information.

With a Visa CheckCard, you can make purchases without carrying cash or your checkbook. The Visa CheckCard is a debit card which accesses funds in your checking account. There’s no service charge for using the CheckCard and you may make up to ten transactions daily (in any combination of point-of-sale (POS) or ATM transactions). The only exception is that, like writing a check, you can’t exceed the combined funds available in your checking and other accounts set up for automatic transfer.

When you purchase something with the CheckCard instead of a check, you’ll avoid the usual identification requirements at the point of sale. Many point-of-sale transactions require no PIN. The merchant simply swipes your CheckCard (in the same manner as a credit card). Funds are automatically deducted (debited) from your checking account.

You may use Dial-A-Teller and MyCU Online to make balance inquiries on your Savings, Checking and loan accounts and transfer funds within your accounts. You may withdraw money (minimum \$25) by check from your Savings or Checking account, or make other inquiries, including account history, clearing of checks,

and the amount of the most recent deposit via electronic funds transfer.

We may update the functions and limits of Dial-A-Teller and MyCU Online without notice, at the option of DGEFCU, in order to provide improved service.

### **Electronic Check Conversion/Electronic Returned Check Fees**

If you pay for something with a check or share draft you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. When information from your check or share draft is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment.

On October 28, 2004, the Federal Reserve Board implemented a regulation called the "Check Clearing for the 21st Century Act" (Check 21). This regulation is intended to make the movement of checks through the Federal Reserve System more efficient. It permits financial institutions to truncate (not return) paper checks and create a new negotiable instrument called a "substitute check." Substitute checks are legal equivalents of original checks and include all of the same information.

You will not see substitute checks very often. But you may see them, for example, if you request a copy of a check or if a check is returned to you unpaid. To qualify as a substitute check, the document must contain an image of the front and back of the original check; include the MICR line information as it appears on the bottom of the check; conform to industry standards for substitute checks; and be as suitable for automated processing as the original. You can use the substitute check in the same way that you would use the original check if it is an accurate representation of the original check and bears the statement, "This is a legal copy of your check. You can use it the same way you would use the original check."

The most noticeable way that Check 21 affects you is that checks you write could clear sooner than before, increasing the risk that your checks will be returned if sufficient funds are not in your account when the checks are written. You are urged to always be sure

appropriate funds are available in your account prior to writing checks.

### **Lost/Stolen Card or PIN and Unauthorized Transfers**

Tell us AT ONCE if you believe that any of your cards or PINs have been lost or that someone has transferred or may transfer funds from your account without your permission. (If you lose your *CheckCard*, we suggest you contact the Credit Union and close your account immediately.) Telephoning is the best way of keeping your possible losses down.

Call us at 202-671-1626 during regular business hours, or 800-754-4128 on weekends and after hours or write us at:

#### **DGEFCU**

2000 14th Street, NW, 2nd Floor  
Washington, DC 20009

If you don't tell us, you could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your card/PIN without your permission. (The Visa CheckCard has an enhanced liability protection policy that removes the 48-hour limit and the \$50 liability if fraudulent activity occurs on any signature-based transaction, including Internet purchases.) If you do NOT tell us within two business days after you learn of the loss or theft of your card/PIN, and we can prove we could have stopped someone from using your card/PIN without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you or other signers of the account did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason such as a long trip or a hospital stay prevented you from notifying us within the above time periods, we will extend the time periods.

### **Procedures for Stop Payments of Preauthorized Debits**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 202-671-1626 or write us at:

#### **DGEFCU**

2000 14th Street, NW, 2nd Floor  
Washington, DC 20009

Allow us time to receive your written request three business days before the payment is scheduled to be made.

If you follow these procedures and we do not stop payment, we shall be liable for your losses or damages.

If you have requested a Preauthorized Debit from your Credit Union account to another vendor, you must cancel that debit with the vendor, and not with the Credit Union.

### **Notice of Preauthorized Debits Varying in Amounts**

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

### **General Provisions**

#### ***1. Business Days***

Our business days are Monday through Friday (excluding holidays).

#### ***2. Liability for Failure to Make Transfers***

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

- a. If circumstances beyond our control (such as fire, flood, or acts of God) prevent the transfer, despite reasonable precautions we have taken;
- b. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- c. If the ATM where you are making the transfer does not have enough cash;
- d. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- e. If you institute a transaction in error or improperly use an EFT service;
- f. If the funds in your account are subject to collection or legal process, such as garnishment or attachment, or if the account is subject to a pledge or security agreement;
- g. If you use your account(s) to make or facilitate any illegal transaction(s) such as determined by applicable law;
- h. If the transfer would go over the limit on your overdraft line of credit;

- i. If there are other exceptions stated in our agreement with you.

Institutions or merchants participating in the Star or Cirrus networks or other networks shall be held harmless if their ATM is not working at the time when you need it or if there is insufficient cash in the ATM. In the event the ATM dispenses less cash than you have requested due to mechanical or currency supply difficulty, your receipt and account balance will reflect the actual amount dispensed. This will be considered a good transaction.

### **3. In Case of Errors or Questions About Your Electronic Transfers**

If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call us as soon as you can at 202-671-1626 or write us at:

#### **DGEFCU**

2000 14th Street, NW, 2nd Floor  
Washington, DC 20009

We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number;
- b. 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;
- c. Tell us the dollar amount of the suspected error and the date that the transaction occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the 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 recredit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new

accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation.

If we decide that there was no error, we shall send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documentation that we used in our investigation.

#### **4. Privacy Policy**

It is our mission to provide you with quality, attentive and accurate service, which includes being extremely sensitive to confidential information. Financial information or any information relating to the Credit Union or any of our members is held in the strictest confidence and used only for legitimate Credit Union purposes. We are committed to ensuring the information we have is safeguarded. We have strict policies about the access, security, storage and destruction of our member information.

- We hold our employees and vendors accountable for adhering to those policies.
- We do not sell information about our members to anyone.
- We do not disclose any nonpublic personal information about our members and former members to anyone except as permitted by law.

We will disclose information to third parties about your account or the transfers you make only:

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

We believe it is very important that your level of trust in DGEFCU remains high. Without your confidence, we would not be able to adhere to the credit union philosophy of *People Helping People*. We will continue to provide you with the best possible service in terms of technology and personalized attention.

#### **5. Receipt, Notice of Preauthorized Credits and Statement Information**

- a. You will receive a receipt when you make any transaction using ATMs or POS terminals;
- b. If you have arranged to have direct deposits made to your account at least once every 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. You can call us at 202-671-1626 to find out whether or not the deposit has been made.

- c. You will get a monthly account statement (unless there are no transactions in a particular month). In any case, you will get the statement at least quarterly. Details of every Dial-A-Teller, ATM and MyCU Online transaction will appear on your statement.

### **Service Charges**

Currently, we do not impose any service charges for Dial-A-Teller, CheckCard or MyCU Online services. We do impose fees for ATM services and Bill Payer services. However, these charges are subject to change, and the Credit Union may adopt service charges in the future. Other institutions may impose their own fees for using their ATMs or ATM networks and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. Please refer to current Schedule of Fees.

## **ATM, VISA CHECKCARD, DIAL-A-TELLER AUDIO RESPONSE, MyCU ONLINE AND BILL PAYER AGREEMENT**

You understand that the use of the Personal Identification Number (PIN) to access Credit Union accounts acknowledges acceptance of the following terms and conditions:

- a. The Credit Union registers the PIN for your use only. You assume responsibility for all transactions made through the ATM, Visa CheckCard, Dial-A-Teller and MyCU Online;
- b. The PIN is the property of DGEFCU and is subject to cancellation at any time. You may cancel your ATM, Visa CheckCard, Dial-A-Teller and MyCU Online at any time by notifying DGEFCU in writing;
- c. We reserve the right to revoke your access and retain your Card:
  - If you are indebted to the Credit Union as a maker or co-maker, and the loan for which you are responsible becomes delinquent;
  - If your account is overdrawn or you exceed your approved line of credit;
  - If you fail to pay applicable service charges;

- If you allow an unauthorized person to use the card;
  - For any other reasons the Credit Union may adopt from time to time.
- d. We reserve the right to amend any term or condition of this agreement upon notice to you as required by law.
  - e. You acknowledge that your PIN is personal and confidential. Therefore, you agree to take all reasonable precautions that no one else learns your PIN. At no time will you reveal or make available, directly or indirectly, the PIN to any other person. If you do, your account with us may be revoked immediately;
  - f. You will report any loss or theft of the PIN promptly. If you have notified us that your PIN has been lost or stolen and you find it, you must notify us to reactivate your PIN before you will be able to use it again;
  - g. The use of the ATM, Visa CheckCard, Dial-A-Teller and MyCU Online is subject to all agreements and regulations on Checking and Savings accounts. You agree not to withdraw your funds in excess of the balance in your account. Electronic transfers may be restricted by federal regulation;
  - h. If a PIN is registered for a joint account, you agree to be jointly and severally liable under the terms of this Agreement;
  - i. In the event the Credit Union assesses service charges, you authorize the Credit Union to collect service charges from your accounts as deemed necessary.

## **CHECKCARD AGREEMENT DISCLOSURE**

In this Agreement, "CheckCard" means the DGEFCU Visa CheckCard Debit Card and any duplicates and renewals we issue.

### **Use**

You may use your CheckCard to buy goods and services anyplace your CheckCard is honored. You may also use your CheckCard to get a cash advance from an Automated Teller Machine (ATM) or advance your loan line of credit. You may use your CheckCard for all purposes and subject to all disclosures detailed in this brochure pertaining to Electronic Funds Disclosure and ATM Card Agreement. Unless you have designated a

different access order to us, funds to cover your CheckCard transactions will be deducted first from your checking account. If the amount of money in the account will not cover the transaction amount, we will then apply funds from your savings account. If the amount of money in that account still will not cover the transaction, we will access sufficient funds, if available, in your overdraft line of credit.

## **CHECK HOLD POLICY**

### **Your Ability to Withdraw Funds at DGEFCU**

Our policy is to attempt to make funds from your deposits available to you on the same business day we receive your deposit. At that time, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. We may have different deposit cut-off hours for different locations. Our earliest cut-off hour is 2:00 p.m. If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **Reservation of Right to Hold**

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the third business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day after the day of your deposits. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If you do not make your deposit directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

### **Longer Delays May Apply**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. You deposit checks totaling more than \$5,000 on any one day;
- b. You re-deposit a check that has been returned unpaid;
- c. You have overdrawn your account repeatedly in the last six months;
- d. We have reason to believe a check you deposit might not be paid, for example: a third party personal check or one of your own drawn on another institution;
- e. There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the day your deposit would otherwise be available for withdrawal.

## **COLLECTION**

The Credit Union has the right to seek collection of any amount owed under this agreement, including service charges, charges and overdrafts paid. You agree to pay the costs of such collection, including reasonable attorneys' fees.

## **DEPOSIT RESTRICTIONS**

All non-cash deposits made to any account will be credited subject to final payment (the final clearing of the check deposited). No postdated checks or checks with conditional or qualified endorsements will be accepted for payment or deposit.

## **SPECIAL SITUATIONS**

The following terms may affect your deposit accounts.

### **Account Closing**

Only the primary owner may close the primary savings account and we may require your signature to close your account. Accounts may not be closed when there is an outstanding loan balance, fees, charges or other obligations due to the Credit Union. All services associated with the account must also be terminated. We may close your account if you violate the terms of our agreement. There is a fee for closing your account within six months of opening. We reserve the right to require account depositors to give seven days' written notice before an intended withdrawal.

If you have periodic payments deposited directly to your account or preauthorized debits subtracted from your account, you should notify the third party initiating the payments or debits that your account is being closed. After your account is closed, we will reject any debits and return any payments we receive.

### **Inactive Accounts**

When an account has had no transactions for one year, then the account is considered inactive. A reasonable service charge will be imposed on the account. If required by law, the Credit Union will give written notice of the service charge to the primary owner of the account, at the last known address in the records of the Credit Union, prior to the initial imposition of such charges. Please refer to the current Schedule of Fees.

### **Escheatment**

If your account is inactive for three years (regardless of balance) and we are not able to reach you by mail, District of Columbia law requires us to transfer your account to the Office of Abandoned Property.

### **Change of Address**

***You must notify us in writing to change your address.*** Because we perform monetary transactions by phone request, it is for your protection and security that we do not accept change of address information over the phone. The Credit Union reserves the right to destroy any mail returned to us as undeliverable. It is ***your responsibility*** to maintain a current address on file with the Credit Union.

### **Insufficient Funds**

When you don't have enough funds in any of your accounts to cover a check or other debit we receive, the check or debit is considered an insufficient funds item. If you have sufficient coverage under one of our overdraft protection plans, we transfer funds to your Checking account to cover the item. If you don't have overdraft protection or sufficient coverage under the plan, we return the item for insufficient funds. (For more information, see Overdraft Protection.) We charge a service charge for each insufficient funds item and you authorize us to offset such charges from any of your accounts. Please refer to current Schedule of Fees.

### **Legal Process**

A legal order — such as a levy or attachment from a court or other government authority — may require us to hold or deliver funds on your account. Depending on the type of order, we either immediately deliver funds to the

levying authority or hold the funds for a legally required period of time.

### **Payment of Debt by Right of Setoff**

The Federal Credit Union Act grants us a statutory lien and the right of setoff — that is, we have the right to use funds in any of your deposit accounts (except Retirement Accounts or other accounts that receive special tax treatment) to pay debts you owe us. For joint accounts, we may exercise this right to pay individual debts of any owner of the account. If we use funds from a share certificate, the account is then subject to the early withdrawal penalty that applies. We notify you after we exercise this right.

### **Power of Attorney**

If you wish to grant someone power of attorney over your account, we require that you furnish us with a legal document which has been properly executed and notarized and in a form acceptable to us.

### **Reporting Problems**

If you find that your records and ours disagree, if you lose your checks or check register, or if you suspect that a check or endorsement is altered or forged, call the Credit Union immediately. If you fail to examine your statement and to report such problems promptly, you may not be able to recover any losses resulting from a forged check you detect or any losses resulting from any subsequent checks forged by the same person.

### **Return of Deposited or Cashed Items**

If a check or other item you cash or deposit to your account is returned to us for any reason, we will redeposit the item when possible, or we may charge your account for the amount of the item. We also charge a service charge for each returned item and notify you that the item was returned. Please refer to current Schedule of Fees.

### **Right to Limit Account Use**

The Credit Union may limit services to any member who causes the Credit Union a loss or has a delinquent account.

### **Stop Payment Orders**

You may ask us to stop payment on a check or other debit if it has not yet been paid from your account. You may request a stop payment order in person at a branch. You may also request an order by mail or by telephone, and we will still require your signature authorizing the stop payment.

Unless otherwise provided by law, we need the following information: the account number, the exact amount and number of the check, the name of the person who signed the check, and the name of the party to whom the check was made payable.

A stop payment goes into effect after we verify that the check or other debit is unpaid. A stop payment order is valid for six months, after which time you may renew the order. If the check is presented for payment after the stop payment expires, we may pay the check against your account. You may cancel the order anytime in person or by writing to us. We cancel the order automatically when the account on which the check is drawn is closed.

We charge your account a service charge when a stop payment order goes into effect. Please refer to current Schedule of Fees.

For information on stopping a preauthorized payment (debit) from your account, see Procedures for Stop Payments (EFT Disclosure, page 15).