

## Dawson Co-op Credit Union Online Banking Access Agreement June 2019

This Online Access Agreement ("Access Agreement") for accessing your Dawson Co-op Credit Union (DCCU) accounts through DCCU Online Banking explains the terms and conditions governing the Online banking services and bill pay offered through DCCU Online Banking. By using the DCCU Online Banking Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Minnesota. The terms "we," "us," "our," "Dawson Co-op Credit Union," "DCCU," and "Credit Union" refer to Dawson Co-op Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

DCCU Online Banking can be used to access DCCU accounts. Each of your accounts at DCCU is also governed by the applicable account disclosure statement ("Membership Agreement").

### Accessing Your DCCU Accounts through DCCU Online Banking Required Equipment

In order to use the Internet Banking Service, you need a computer, or a supported mobile device (in

this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser, a member number, and will utilize a PIN (Personal Identification Number) or password. This service supports iPhone®, Android®, iPad® and certain other devices as designated by our Internet Banking Service Provider.

### Browser Compatibility

To the best of our ability, versions of each browser documented below are supported:

Windows® (Windows 7, 8 and 10 operating systems)

- Windows Internet Explorer (version 11.0 and above)
- Microsoft Edge (Windows 10)
- Mozilla® Firefox® (Versions 34.0 and above)
- Google® Chrome (Versions 38.0 and above)
- Windows 8.1 is compatible and tested with Internet Explorer 11, Mozilla Firefox, and Google Chrome.
- *Note:* Windows Vista® and XP operating systems are not supported. Additionally, compatibility mode is not supported within any Internet Explorer browser.

Mac OS®

- Safari® (version 7.1)
- Mozilla Firefox® (Versions 34.0 and above)
- Google® Chrome® (Versions 38.0 and above)
- The following ***are not supported***:
- AOL®
- Konqueror
- MSN®TV
- Omni/Web
- iCab
- Netscape Navigator
- Linux
- Lynx
- Opera
- Safari through Windows 8 or Windows 7
- Windows Internet Explorer through Mac OS

As browsers are updated over time, older versions may not function effectively for DCCU Internet Services. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can continue to access Internet Banking. You should also understand that use of a current browser with vendor recommended security patches is considered a best security practice.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. DCCU is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. DCCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

## Fees

There are no monthly or transaction fees for accessing your account(s) through DCCU Online Banking. Check Stop Pay and Check Withdrawal requests will be accessed a fee as disclosed on current Fee Schedule. Current Fee Schedule can be accessed via website: [https://dawsonco-opcu.com/wp-content/uploads/2019/02/Fee-Schedule\\_12-20-2018.pdf](https://dawsonco-opcu.com/wp-content/uploads/2019/02/Fee-Schedule_12-20-2018.pdf)

## New Services

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

## Benefits of Using DCCU Online Banking

With DCCU Online Banking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use DCCU Online Banking to:

View account balances and review transaction history.

Transfer money between accounts. (As noted in the "Membership Agreement"). Pay bills to any merchant, institution or individual.

Download transactions-Quickbooks supported versions: 2014, 2015 and 2016. Note: Online Quickbooks is not supported.

## Terms and Conditions

The first time you access your DCCU accounts through DCCU Online Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

## Your Online Password/PIN

You will select an Online Password or PIN that will give you access to your DCCU accounts for DCCU Online Banking access during the Self Enrollment process.

**Password Requirements:** Your Password/PIN must be 9-16 characters in length and needs to contain at least: One Upper-case letter, 1 number, lower-case letters, and a special character. It cannot contain the following characters: @ , / | ~ .

Your password can be changed within DCCU Online Banking using the Options tab and selecting Security Settings. We recommend that you change your password regularly.

For security purposes, it is recommended that you memorize this Online password/PIN and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

### **Payment Account**

Although there are no fees for accessing your accounts through DCCU Online Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify DCCU and identify a new payment account for the selected services. Additionally, if you close all DCCU accounts, you must notify DCCU to cancel the DCCU Online Banking services.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, DCCU Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call DCCU Dawson Branch at **320-769-2908** or **1-800-276-0025**, or Renville Branch at **320-329-3152** or **1-866-529-4623**.

If you do not access your DCCU accounts through DCCU Online Banking for any (1) one year period, DCCU reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

If you wish to cancel any of the DCCU Online Banking services offered through DCCU Online Banking, please contact DCCU Dawson Branch at **320-769-2908** or **1-800-276-0025** or Renville Branch at **320-329-3152** or **1-866-529-4623** or by mail to DCCU PO Box 1002, Dawson, MN 56232.

### **Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, DCCU, OR by Internet browser providers such as Google Chrome and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

### **Overdrafts: Order of Payments, Transfers, Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre- authorized transactions, DCCU Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through DCCU Online Banking may result in an overdraft of your account and may, at DCCU's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

## **Hours of Accessibility**

You can access your DCCU accounts through DCCU Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of DCCU Online Banking may not be available due to system maintenance.

## **Online Account Access Functions and Limitations of Transfers**

You may use Online Banking to (a) transfer funds between your accounts; (b) obtain account balances;

(c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

1. Your ability to transfer funds between certain accounts is limited by federal law and the Membership Agreement. Transfers made using the Internet Banking Service are counted against the permissible number of transfers described in the Truth In Savings Disclosure.
2. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 4:30 p.m. CST will be completed that business day. Any instruction received after 4:30 p.m. CST may be completed the next business day.

## **Additional Terms and Conditions**

**Obtaining Account Balance and Transaction History** - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

**Transferring Funds** - The number of transfers from a savings account is limited as described in the applicable Truth In Savings Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## **Check Stop Pay**

On the terms hereinafter set out, the account holder instructs Dawson Co-op Credit Union to stop payment on the transaction submitted. The stop payment order shall remain in effect for six months. A charge, as reflected in the current Fee Schedule, will be assessed to the account holder as payment for implementing this order.

By directing Dawson Co-op Credit Union to stop payment on a requested transaction, the account holder agrees to hold the Financial Institution harmless against any and all loss, claims, damages, and costs, including court costs and attorney's fees, that Dawson Co-op Credit Union may suffer or incur by reason of non-payment of the submitted transaction if presented prior to withdrawal of these instructions or expiration thereof.

The account holder understands that the stop payment request must be received at least three (3) business days before a scheduled debit or in time to give Dawson Co-op Credit Union time to act upon it. The account holder also understands that it is necessary to provide the correct information related to the transaction and that failure to do so may result in the payment of the items. The account holder agrees to hold harmless and indemnify the Dawson Co-op Credit Union for all expenses, costs, and damages incurred by payment of the requested stop pay item if such payment is the result of failure of the account holder to meet the time requirements noted above, or if such payment is the result of failure of the account holder to furnish any item of information requested, completely, accurately and correctly. Member further states that the debit transaction was not originated with fraudulent intent by self or any person acting in concert with self, and that the entry of pin/password and/or "Submit" serves as authorization and certifies under penalty of perjury that the foregoing is true and correct.

## Check Withdrawal

A check withdrawal is a request to withdraw a specific amount of money from your account. For security reasons the check will be mailed to the address on record at Dawson Co-op Credit Union. Following selection of account and amount to debit for check, click Submit. You will be asked to verify the information entered. **Note:** *the system automatically assumes that the last two digits entered are cents and places a decimal point before them.* The entry of pin/password and/or "Submit" serves as authorization, verification the information is correct and acknowledgement that a charge, as reflected in the current Fee Schedule, will be assessed to the account holder as payment for implementing this order. If your request is made during normal business hours, we will process your request the same business day. If a check does not arrive within a reasonable amount of time, contact DCCU.

## Bill Pay Service Using the Service

The DCCU Online Banking Payment Service allows you to schedule bill payments through DCCU Online Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your DCCU checking accounts, with the exception of small business accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of DCCU Online Banking. We are unable to process any payment of taxes or court- directed payments through DCCU Online Banking Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through DCCU Online Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When DCCU Online Banking receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive on or before the DELIVER BY day designated by you. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of DCCU Online Banking, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled so the DELIVER BY date is on or before the actual due date, not the late date. If you properly follow the procedures described herein, and DCCU Online Banking fails to deliver a payment on the scheduled payment date, DCCU Online Banking will bear the responsibility for late charges. In any other event, including, but not limited to, choosing a DELIVER BY date on or before actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

DCCU Online Banking will use its best efforts to process all your payments properly. However, DCCU Online Banking shall incur no liability if it is unable to complete any payments initiated by you through DCCU Online Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The DCCU Online Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided DCCU Online Banking with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the DCCU Online Banking's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, DCCU Online Banking has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 PM (Central Time), on the SEND BY DATE, by using the CANCEL function on the DCCU Online Banking "Pending Payment" screen.

DCCU reserves the right to terminate your use of DCCU Online Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel DCCU Online Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using DCCU Online Banking or calling DCCU Dawson Branch at **320-769-2908** or **800-276-0025** or Renville Branch at **320-329-3152** or **1- 866-529-4623**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

## **Bill Pay Fees**

The monthly fee for DCCU Online Banking payment services is **\$0.00**. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made out of that account, or any other account linked to DCCU Online Banking payment services.

Additionally, you agree to pay any special charges in effect as announced by the Credit Union from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Credit Union will deduct the fee from any other checking account linked to DCCU Online Banking (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting DCCU once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

## **General Terms**

### **Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you by sending a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Membership Agreement.

### **Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Credit Union may also provide information about your account(s) to persons or companies the Credit Union believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, the Credit Union routinely informs a credit bureau when accounts are closed by the Credit Union because they were not handled properly. The Credit Union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your account or transfers you made: When it is necessary to complete the transfers;

In order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;

In order to comply with a government agency or court orders; or If you give us written permission.

## Questions or Error Correction on DCCU Online Banking Transactions

In case of questions or errors about DCCU Online Banking funds transfers through DCCU Online Banking involving your account, here is what you should do:

Contact **DCCU Renville Branch**

Fax **DCCU Renville Branch** at 320-329-3282

Telephone **DCCU Renville Branch** at **320-329-3152** or **866-529-4623**

Write **DCCU Renville Branch** at **PO Box 585, Renville, MN 56284**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record

We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

Tell us your name and account number

Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.

Tell us the dollar amount of the suspected error.

For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we

decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

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

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone you allow, commits any fraud or violates any law or regulation.

6. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
7. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
8. If you have not properly followed the instructions for using DCCU Online Banking.
9. If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

#### **Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Member Agreement and Disclosures, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

DCCU Reserves the Right to terminate this Agreement - The Credit Union reserves the right to terminate this Agreement and your access to DCCU Online Banking, in whole or in part, at any time without prior notice.

#### **Protecting Your Account Preventing Misuse of Your Account**

**Your role is extremely important** in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call DCCU Dawson Branch at **320-769-2908 or 800-276-0025** or Renville Branch **320-329-3152 or 1-866-529-4623**.

**Protecting Personal Information** - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

**Taking Care of Your Online Password** - The password that is used to gain access to DCCU Online Banking should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online/Mobile password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify DCCU at once - Dawson Branch **320-769-2908 or 800-276-0025** or Renville Branch **320-3129-3152 or 1-866-529-4623**.

#### **Unauthorized Transactions in Your DCCU Accounts**

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call DCCU Dawson Branch at **320-769-2908 or 800-276-0025** or Renville Branch at **320-329-3152 or 1-866-529-4623**, or write **DCCU Dawson Branch, PO Box 1002, Dawson, MN 56232 or DCCU Renville Branch, PO Box 585, Renville, MN 56284**

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.



## eStatements 6-2019

You have the right to receive paper copies of your periodic statements for your accounts. By reading the disclosures and clicking the "Accept eStatements" button, you are requesting that we make periodic statements available for our accounts in electronic form rather than in paper form.

*Note: eStatement access will begin after you enroll, allow one full statement cycle. Statements prior to enrollment are not accessible via eStatements. Electronic statements are available for five (5) years.*

**By clicking on the "Accept eStatements" button, you agree that you have read and consent and agree to each of the statements below:**

**1. You elect to receive your Dawson Co-op Credit Union account periodic statement in an electronic format. When you make this election, your paper statements will no longer be sent to you (at our option). At any time, you may choose to discontinue receiving electronic statements and return to receiving paper statements in the mail by returning to the eStatements tab and selecting the e-Statements Opt-Out.**

1. Additional communications relating to your account with us may be provided to you on your electronic statements or through traditional (paper) methods (at our option).
2. You will provide us with and maintain in our records a valid and functional e-mail address through which we may contact you regarding your periodic statements. In order to update your e-mail address please contact Dawson Co-op Credit Union at the telephone number or U.S. Mail or utilize the **Secure Message** feature within Online Banking. It is your responsibility to contact Dawson Co-op Credit Union in this manner to maintain a valid and active e-mail address on our records in order to receive communication from us regarding your periodic statements. Please note the e-mail address you may set up in internet banking for alerts is not the e-mail address used by Dawson Co-op Credit Union to send your periodic statements and other Dawson Co-op Credit Union disclosures and documents to you. The address set up in Alerts is used only for the limited purpose of sending Alerts.

If a paper statement for your account is needed, you may:

1. Used the PDF download option within online banking, or
2. Contact a member service representative at Dawson Co-op Credit Union at the telephone number or

U.S. Mail or e-mail address listed below. Please note that a fee of **\$3.00** will be assessed for each paper statement in accordance with our Fee Schedule. We will charge you for any fees at that time.

You meet the following hardware and software requirements if you have:

1. A Computer
2. An Internet connection
3. A Web browser that supports DHTML and JavaScript

Google Chrome 38.0 and above

Microsoft Internet Explorer 11.0 and above

Mozilla Firefox 34.0 and above

Safari 7.1 and above

Microsoft Edge 25.0 and above

1. Adobe Reader version 8.0 or higher
2. A printer

**Membership Closure:** When membership is closed, at your request or by the credit union, your Online Banking credentials will be de-activated.

You may contact us to let us know of any change to your e-mail address or to request a duplicate paper statement as follows:

1. Call us at: 1-866-529-4623

1. Write us at: 208 N Main, Box 585, Renville, MN 56284
2. Send us a **Secure Message** using the Message tab (located under Options) or use general e-mail addressed to: <mailto:dccu@dawsonco-opcu.com>

***If you click "I Accept", you are certifying that you have read the terms and disclosures, and you have access to hardware and software that complies with them. Verify your email address and click "Submit".***

## Dawson Co-op Credit Union-Online Banking Addendum

***"DCCU Go Mobile" Agreement and Disclosure Remote Deposit Capture Terms & Conditions***

**Effective: September, 2018**

By participating in the Mobile Services or using the Software, you are agreeing to the following terms and conditions, in addition to the Online Banking agreement and "Disclosure For Electronic Fund Transactions (EFT) and Wire Transfer Notification", "Membership Agreement/Terms & Conditions Of Your Account", and any terms and conditions to which you have previously agreed with respect to the underlying Electronic Banking and Electronic Bill Pay services of which the Service is a part. Dawson Co-op Credit Union may modify these Terms and Conditions at any time. Standard messaging charges apply. The Services and/or Software may be unavailable at any time for any reason outside of the reasonable control of Dawson Co-op Credit Union or any service provider.

### **Mobile Banking:**

#### **1. I. Introduction**

Dawson Co-op Credit Union endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

#### **1. II. Definitions**

"Account(s)" means your eligible Dawson Co-op Credit Union checking, savings, and other Dawson Co-op Credit Union products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking. "You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service. "We," "Us," and "Bank" means Dawson Co-op Credit Union.

### **III. Mobile Banking Service**

1. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Dawson Co-op Credit Union account information, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking. Information about Dawson Co-op Credit Union's Mobile Banking service is available on our website at <http://www.dawsonco-opcu.com/> We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Dawson Co-op Credit Union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

1. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.
2. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

#### **1. IV. Permitted Mobile Banking Transfers**

You may use the Service to transfer funds between your eligible Dawson Co-op Credit Union accounts ("Internal Transfer, with the exception of cross- member transfers"). You may not transfer to or from an Account at another financial institution using Mobile Banking. If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 4:30 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings. Each transfer from a savings account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Member Agreement. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Member Agreement.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

#### 1. **V. Your Responsibilities**

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

1. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
2. **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
  1. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
    1. **No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
    2. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Dawson Co-op Credit Union its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from

(a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

#### **Remote Deposit Capture Description:**

The remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits

to your checking accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union offers the benefits and convenience of the Services to you free. The Credit Union reserves the right to charge fees for the Services in the future.

**Eligibility Requirements:** - You must be enrolled in Online Banking to use Remote Deposit Capture Services - You must be 18 years of age or older; - You must have a current email address on file with Dawson Co-op Credit Union, and will notify DCCU immediately if you change your email address;

- All contact information on file with Dawson Co-op Credit Union must be up to date;
- Checking account has been open for at least 30 days;
- Your checking account is in good standing;
- You have had no deposited items denied and returned in the past 90 days;
- Accounts enrolled in Mobile Deposit cannot be savings accounts;
- You must review and agree to the Mobile Deposit Capture Terms and Conditions document

## Hardware and Software requirements:

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Credit Union is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail

or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

This service supports iOS phone device version 8.0 or higher, iOS tablet device version 8.0 or higher, Google Android phone device version 5.0 or higher, Google Android tablet device version 5.0 or higher.

### Deposit Limits:

The Credit Union reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Credit Union's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$5,000 with a max of ten (10) items per day. Our monthly deposit limit is \$20,000 with a max of 50 items.

**Deposit Availability:** Approved deposits before 4:30 p.m. business days - Posted same business day Subject to funds availability/collectability.

Approved deposits after 4:30 p.m. business days - Posted next business day Subject to funds availability/collectability.  
Approved deposits on Non-business days - Posted next business day Subject to funds availability/collectability.

**Deposit Holds:** If your approved deposit exceeds \$500.00, a two day hold will be placed on the amount exceeding \$500.00. \$500.00 of the approved deposit will be available immediately. Refer to Federal Regulation CC.

### Fees and Charges:

The Credit Union offers the benefits and convenience of the Services to you free. The Credit Union reserves the right to charge fees for the Services in the future.

#### Endorsements and Procedures:

*You agree to restrictively endorse any item transmitted through the Services by signing your name and adding:*

*DCCU Mobile Deposit Only,*

*Acct#*

*or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using the Services.*

#### Check requirements (including image quality):

The image of an item transmitted to the Credit Union using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

**Unacceptable Deposits: Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services: -Any item drawn on my account or my affiliate's account. -Any item that is stamped with a "non-negotiable" watermark. - Any item that contains evidence of alteration to the information on the check. -Any item issued by a financial institution in a foreign country. -Any item that is incomplete. -Any item that is "stale dated" (6 months or older) or "post dated." -Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party. -Savings Bonds

#### Rejection of deposits:

After we receive Check images and all other required deposit information from you through the Service, we shall **provisionally** credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Credit Union Account Agreement. **You agree that all deposits received by us are subject to verification and final inspection, including proper endorsement, and may be rejected by us in our sole discretion**, and you shall be liable to the Credit Union for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Credit Union relating to such deposits. The Credit Union is not liable for any service or late charges that may be imposed against you due to the Credit Union's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check at one of our branches within 45 days.

**Unpaid checks:**

Should you fail to produce the original check, you authorize us to deduct that amount from your account

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Credit Union. The Credit Union will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Credit Union credits your account for a Check that is subsequently dishonored and returned, you authorize the Credit Union to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Credit Union in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Credit Union may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

**Duty to report errors:**

The Credit Union will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Credit Union's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Credit Union makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Credit Union and are accurate. Receipt of a Check by the Credit Union through the Service does not constitute an acknowledgement by the Credit Union that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Credit Union Account Agreement. You may notify us by e-mailing us at [mobilesupport@dawsonco-opcu.com](mailto:mobilesupport@dawsonco-opcu.com) or by utilizing the Secure Message feature in Online Banking, or writing to DCCU, PO Box 585, Renville, MN 56284 or telephoning us at 320-329-3152. You agree to cooperate in any investigation by the Credit Union of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Credit Union of any error, omission or other discrepancy in accordance with this Agreement and your Credit Union Account Agreement shall relieve the Credit Union of any liability for such error, omission or discrepancy.

**Availability of Service/Contingency:**

In the event you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Credit Union location. The deposit of original checks at an office of the Credit Union shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**Storage, security and destruction/disposal of the checks:**

After you receive confirmation that we have received an image, you must securely store the original Check for **45** days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within five (5) Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the **45**-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never represent the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Presenting checks more than once:**

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else presents a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Credit Union harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Credit Union account the aggregate amount of any Checks that are deposited more than once. To the extent

that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Credit Union in our sole discretion. Duplication of items presented for deposit may result in revocation of the Remote Deposit Service and/or closing of accounts belonging to members who deliberately deposit checks more than once.

#### **Authentication Method/Use of the Services:**

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Credit Union Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

## **Data security:**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 320-329-3152 and with written notice at DCCU, PO Box 585, Renville, MN 56284 Attn: Mobile Deposit Support, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may

audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

#### **Cooperation with Investigations:**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

#### **Limitations of Liability**

(a) ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, DCCU SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND DCCU'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) MEMBER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY MEMBER TO DCCU FOR SERVICE. IN NO EVENT SHALL DCCU OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY MEMBER OF SERVICE OR ANY SERVICE OR THE FAILURE OF DCCU OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER EVEN IF DCCU OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

(b) MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER'S USE OF SERVICE SHALL BE AT MEMBER'S SOLE RISK, AND THAT SERVICE IS PROVIDED BY DCCU ON AN "AS IS" BASIS.

(c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DCCU MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO MEMBER OR TO ANY OTHER PERSON, AS TO SERVICE OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY,



FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY, AND DCCU HEREBY DISCLAIMS ANY AND ALL OF THE SAME. MEMBER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY DCCU EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR SERVICE TO BE PERFORMED PURSUANT HERETO.

(d) TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH DCCU'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DCCU'S LIABILITY TO MEMBER UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM DCCU'S FAILURE TO EXERCISE ORDINARY CARE.

(e) DCCU MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO MEMBER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH SERVICE, INCLUDING, BUT NOT LIMITED TO, MEMBER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, MEMBER'S SOFTWARE, OR MEMBER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE

SUITABILITY OR COMPATIBILITY OF DCCU'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT MEMBER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(f) DCCU SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN, OR MALFUNCTIONS OF, MEMBER'S COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY DCCU TO MEMBER IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM MEMBER TO DCCU, FROM DCCU TO MEMBER, FROM MEMBER TO ANY PROCESSOR, FROM ANY PROCESSOR TO DCCU, OR OTHERWISE. DCCU SHALL NOT BE RESPONSIBLE FOR NOTIFYING MEMBER OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF MEMBER'S COMPUTER HARDWARE OR SOFTWARE.

#### **LIMITED RIGHTS TO APPEAL.**

**THIS ARBITRATION PROVISION IS SUPPLEMENTAL TO, AND NOT IN LIEU OF, ANY OTHER ALTERNATIVE DISPUTE RESOLUTION PROVISION, AND, IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL**

**CONTROL.** This agreement to arbitrate disputes will survive the closing of my Accounts and the termination this Agreement. **Attorneys' Fees.** In the event of any arbitration or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

**Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services within

60 days for consumer accounts and within 10 days for business accounts after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

**Changes in Financial Circumstances.** I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. This includes, but is not limited to, the bankruptcy, insolvency, sale, transfer or assignment of a business associated with the Service and my account, or if I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

**Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any

other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, agent, or contractor of the other party for any purpose whatsoever.

**Fees.** I will pay the amount listed in your Fee Schedule for the service. I understand that DCCU does not currently charge a fee for the service. I also understand you may add, increase, alter, or otherwise change the fee and other amounts for the Services from time to time.

### **Electronic Signatures in Global & National Commerce Act- (eSign) Disclosure and Consent**

This Electronic Signatures in Global & National Commerce Act (eSign) Disclosure and Consent Agreement explains the Terms and Conditions for Online Web Site viewing and/or the electronic delivery of disclosures, agreements, change notices, terms and conditions, and any other documents, (hereafter referred to as the "Documents"), for this transaction and future transactions.

\*By contacting us via the email link at the end of this disclosure you consent to the electronic delivery of the documents listed above. Please read this document carefully and keep a copy for your records. eStatements consent/withdrawal of consent located in online banking.

### **Electronic Delivery of Disclosures and Notices**

In order to receive an electronic copy of the Documents, you need a computer, or a supported mobile device (hereafter together referred to as your "Computer"), with a web browser. Your access to this page verifies that your "Computer" meets these requirements.

### **Browser Compatibility/System Requirements**

To the best of our ability, versions of each browser documented below are supported:

- Windows Internet Explorer (version 11.0 and above)
- Microsoft Edge (Windows 10)
- Mozilla® Firefox® (Versions 34.0 and above)
- Safari® (version 7.1)
- Google® Chrome (Versions 38.0 and above)
- Windows 8.1 is compatible and tested with Internet Explorer 11, Mozilla Firefox, and Google Chrome.
- *Note:* Windows Vista® and XP operating systems are not supported. Additionally, compatibility mode is not supported within any Internet Explorer browser.

As browsers are updated over time, older versions may not function effectively for DCCU Internet Services. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can continue to access Internet Services. You should also understand that use of a current browser with vendor recommended security patches is considered a best security practice.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. DCCU is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. DCCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/reader.html>) Your access to this page verifies that your "Computer" has the necessary software to permit you to receive and access PDF files.

**Withdrawal of Electronic Acceptance of Disclosures and Notices, and Request for Paper Copies of Records.** You may withdraw your consent to receive eStatements by logging into your Online Banking, select eStatement tab, select

eStatements Opt-Out, Decline eStatements. A fee will not be imposed to process the withdrawal of your consent to receive electronic statements. A request for duplicate paper copies of records which you previously received electronically may result in a fee as indicated on our Fee Schedule. \*You may withdraw your consent to receive "Documents", other than eStatements, by contacting us vial the email link at the end of this disclosure.

You may contact us to let us know of any change to your e-mail address or to request a duplicate paper statement as follows: Call us at: 1-866-529-4623; Write us at: 208 N Main, Box 585, Renville, MN 56284

Send us a **Secure Message** using the Message tab (located under Options) or using general e-mail addressed to:

mailto:dccu@dawsonco-opcu.com

### **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information.

You may contact us to change your information by calling us at: 1-866-529-4623; write us at: PO Box 585, Renville, MN 56284 or log into your Online Banking and send us a **Secure Message** using the Message tab (located under Options).

\*Enter your contact information and a message within the email link below to DCCU. A DCCU member service representative will respond to your message (if you choose to be contacted). We typically respond to all inquiries within 24 business hours. If you have a question about your account, or change on your account (including address changes) please do not send them here. Instead, log into your Online Banking account and send your message securely through **Secure Messaging**.

mailto:dccu@dawsonco-opcu.com

By selecting ACCEPT you agree to this Online Banking Addendum "DCCU Go Mobile" Agreement and Disclosure, Remote Deposit Capture Terms & Conditions. You also agree to the e-Sign disclosure and Consent of Delivery of disclosures, agreements, change notices, terms and conditions and any other documents for this transaction and future transactions.