

DANE COUNTY CREDIT UNION Account Disclosure

This disclosure contains the rules which govern your account(s) with us. Please read this disclosure carefully. If you sign your signature card or continue to have an account with us, you agree to these rules, our bylaws, and all subsequent amendments to our rules or bylaws. You agree to pay the fees we charge and you give us the right to collect any fees, as earned, directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not covered by this disclosure. The Dane County Credit Union (DCCU) Truth in Savings Disclosures, Rate Sheet, Fee Schedule, and Form W-9, available at the DCCU office, upon request, or elsewhere in this booklet, are adopted and incorporated into this Account Disclosure by reference and shall apply to each deposit account you open at DCCU.

In this Account Disclosure, "you" and "your" refers to each depositor. "Us", "we" and "our" refers to DCCU.

I. DCCU GENERAL ACCOUNT RULES

A. Establishing your membership and opening your account. You are eligible for membership if you live and/or work in Dane County or are an immediate family member of an existing DCCU member. You become a member when you are the primary signer on a savings account and purchase a \$5 membership share which is deposited in that account. Membership entitles you to the right to vote for the Board of Directors; to attend and vote at membership meetings; and to access the services and benefits we have to offer. Signers, other than the primary signer on any account, do not have voting privileges unless they are the primary signers with an ownership share in another DCCU savings account.

Signing the signature card or service application for any account authorizes us to establish that account and indicates your understanding and acceptance of the rules and regulations as established in this agreement and disclosure. Your account is considered open when we accept your completed signature card and your deposit and give, mail or e-mail this disclosure booklet including the proper attachments to you. If the establishment of your account requires any other documents, such as a resolution, your account will be considered open when we receive those documents.

B. Account ownership.

1. Individual accounts. On an individual account, the sole person named is considered the sole owner of the funds and a member with voting rights. Upon the death of the owner, the funds in the account will be paid to the person or entity you designate as beneficiary on a form acceptable to us, or to the personal representative of your estate as defined by Wisconsin state law.

2. Joint accounts. On a joint account, the person whose name is listed first on the account is considered the voting member by state statute, Chapter 186, Wisconsin Statutes. The account is owned by all the parties named on the account. If you establish a joint account, you agree that the account will be a joint account with rights of survivorship. Upon the death of a joint owner(s), the funds in the account will pass to the surviving joint owner(s) upon presentation of the required documents and in accordance with Wisconsin state law. You agree to notify us in writing of the death of any joint owner and to reimburse us for any tax we may be required to pay as a result of our releasing funds to you. For any joint account, we may act on the instruction of any joint owner, including a request to close the account. Each owner appoints each of the others as his/her attorney with power to endorse and deposit checks, drafts and orders for payment of money, and pledge as security, within the limitations and restrictions imposed by law, any sums in the account.

3. Organization/business or fiduciary accounts. For a sole proprietorship, organization/business or fiduciary account, you agree that any resolutions, certifications or filings required to open and maintain your account with us will be supplied upon request. You also agree to notify us in writing of any changes to ownership or designated signers. On a sole proprietorship or fiduciary account, you agree that, upon death, funds in the account will be dispersed in accordance with Wisconsin state law.

We may act on the instructions of any authorized signer until you notify us in writing of a change in authorized signers. You agree that you are responsible for any transactions completed by an authorized signer. We may charge against the account any item authorized, signed, drawn, accepted or endorsed by an authorized signer of the account.

C. Transferability of ownership. Accounts may not be transferred or assigned without our written consent. DCCU certificate accounts may not be pledged, transferred or assigned by you, except to us. Any rights or obligations we have with respect to certificates may be assigned only with the prior written approval of the Board of Directors and the Department of Financial Institutions.

D. Taxpayer identification number certification. Federal regulations require that we obtain certification of an account owner's taxpayer identification number (TIN). For non-personal accounts, an employer identification number must be certified. For personal accounts, a social security number must be certified. Certification is considered obtained when you complete and sign the Taxpayer Identification Certification on the membership application, or when you supply us with a properly completed and signed Form W-9.

Members and account signers who are not required to obtain a TIN must complete and sign a form W-8, unless a non-dividend bearing account is established, as permissible. All of the account owners and signers must be eligible to complete and sign the Form W-8 for the certification to be valid. If one of the owners/signers is not eligible, a TIN must be obtained for the account.

For tax reporting purposes, we will use the TIN of the person listed first on an account to report dividends earned, interest paid, and IRA activity.

E. Identification. We may ask for satisfactory identification before opening an account or processing any transactions.

F. Dividends. Dividend rates are subject to change periodically. Dividend rates are tied to a floating market index which is established internally at our discretion. For current dividend rates, please request a copy of our Rate Sheet, which is available at our office and on our website.

The liability for dividends established by us on any accounts shall terminate without penalty to us upon our entering an involuntary dissolution procedure, or by the Department of Financial Institutions taking possession of the credit union under Chapter 186.29 of the Wisconsin statutes. Upon dissolution, the Department shall determine the priority of payout of the various classifications of savings.

G. Transactions to accounts. Cash or non-cash deposits made to any account are subject to final collection. We reserve the right to refuse any check not drawn on DCCU or may choose to deposit such a check in a savings account with an extended hold. Your ability to withdraw funds from your account is explained in Section II – DCCU Funds Availability Policy. If we do not receive payment on an item that has been deposited, we will charge that amount against the account, and charge a fee.

For in-person check cashing, you should endorse your checks at the teller window. Once you endorse a check, it becomes a cash item and can be cashed by anyone else who places their endorsement on the check. If you mail your checks for deposit, endorse your checks and put "For Deposit Only" directly beneath your signature. This will prevent someone else from trying to cash your checks. Please make sure you endorse your checks within the designated endorsement area on the back of the check. Your failure to keep your endorsement within the specified space may cause processing and collection problems, and can result in a loss to you if the check cannot be returned quickly to us.

H. Account related charges. All accounts are subject to the fees as listed in the current DCCU Fee Schedule.

I. Overdraft fees. A fee will be imposed for overdrafts created by checks, Automated Clearing House (ACH), Point of Sale, ATM withdrawals, in-person withdrawals, or by other electronic means.

J. Direct deposit of federal disbursements. If, in connection with a direct deposit plan, we deposit any amount in your account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account of deposit or from any other account you have with us. You agree we can do this without prior notice to you and at any time, unless otherwise prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

K. Non-sufficient funds and uncollected funds activity. We will charge fees for each occurrence of non-sufficient funds (NSF) or uncollected funds in your account. We will also charge your account when you are overdrawn due to any ATM, Visa Check Card, checking, or electronic deductions.

L. Right of setoff. We may charge any of your accounts (including certificates) for any debts or liabilities you owe us. This includes secured and unsecured debts and debts you owe individually or jointly. All joint owners are jointly and severally liable for the payment of any overdraft to the joint account. This is without regard as to which owner created or was responsible for the overdraft or whether any joint owner received any benefit from the transaction creating the overdraft. We will not be liable for the dishonor of any check when the dishonor occurs because we exercised our right of setoff. You agree to hold us harmless because we exercised our right of setoff. You also agree to reimburse us for any costs we incur to collect any deficit including, to the extent permitted by law, our reasonable attorney fees.

This right of setoff does not apply to an Individual Retirement Account or other tax deferred retirement account. It also does not apply if the debt was created by a consumer credit card transaction under a credit card plan, or if the debtor is a party to the account in a representative capacity.

- M. Statements and other mail.** Account holders with savings and certificate accounts will receive quarterly statements. Those with check writing privileges or electronic funds transfers will receive monthly statements.

Statements, notices and other mail will be sent to the last address or, if you have agreed to receive such notices electronically, to the last email address you provided to us. We assume no responsibility for the delivery of the mail. We may charge you a fee for a returned statement or eStatement due to your not supplying us with a current, valid address.

- N. Inactive and dormant accounts.** Your account will be considered inactive when we have an incorrect or invalid address on file and/or your account has had not activity for two years. Your account will be considered dormant when we have an incorrect or invalid address on file and/or your account has had no activity for three years. Activity does not include certificate maturities, dividend postings, or the assessment of fees and charges to the account.

We may charge your account a maintenance fee when it is in an inactive or dormant status and will turn dormant accounts over to the State as required by law.

- O. Account closures.** We reserve the right to close an account for any reason and we will send you a notice of such closure along with a check for the final balance or a notice of a transfer of the funds to another account you have with us.

- P. Change of terms and conditions.** We reserve the right to amend the terms and conditions, the rates or the fees on any account or service from time to time. We will provide reasonable notice of any change, in accordance with state and federal regulations. Reasonable notice may consist of posting the change in the lobby or mailing a notice, either separately or with a statement or newsletter.

- P. Safety of funds.** Regular Funds are insured to \$250,000 and retirement accounts such as Traditional and Roth IRAs (Individual Retirement Accounts) and Keogh accounts are insured to an additional \$250,000 by the National Credit Union Administration (NCUA), a U.S. Government agency. For more information, see "Your Insured Funds – NCUA", a publication which is available at our office.

II. DCCU FUNDS AVAILABILITY POLICY

This statement discloses your ability to withdraw funds from transaction accounts, subject to Regulation CC. It was established in response to federal rules requiring such disclosure. It identifies categories of deposited or cashed checks for which we will delay availability (hold) for a specified period, to assure they will clear.

In general, our policy is to make funds from your deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer delays may apply. In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first 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 your deposit is not made 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 day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit may be delayed under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You deposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons.

In addition to the exceptions listed above, from time to time, the credit union may delay the availability of funds on a case-by-case basis. You will be notified if availability is delayed.

Special rules for new accounts. The following special rules will apply during the first 30 days your transaction account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the day of your deposit if the deposit meets certain conditions. For example, the checks must be made payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits may be delayed for longer periods at our discretion but will generally be available by the ninth business day after your deposit.

Holds on other funds. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account.

Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Deposits at Automated Teller Machines (ATMs). Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs that we own or operate.

III. DCCU SAVINGS, CHECKING AND INVESTMENT PROGRAMS

For dividend information, minimum balance deposit and withdrawal information, please refer to the Truth in Savings disclosures and to DCCU's Rate Sheet and Fee Schedule.

A. General Rules and Regulations.

Checking accounts. Approval to open a checking account is subject to Chex Systems confirmation. Chex Systems is a national informational database which provides a history of a person's past account problems.

We are under no obligation to pay a check which exceeds the balance in the account or a check on which the date is more than six months old. Except for negligence, we are not liable for any action we take regarding the payment or nonpayment of a check. Under no circumstances will we be liable for the payment or nonpayment of a postdated check. In the event payment of one or more checks presented for payment would cause the account to be overdrawn, we may, at our option, transfer funds from other deposit accounts and/or overdraft protection lines of credit held in the name of any or all of the parties to the account. The amount of funds transferred shall be at our discretion.

To the full extent permitted by law, you will be held responsible if you, or the parties to the account, incur monetary loss due to your check blanks being lost or stolen.

IRA accounts (Individual Retirement Accounts). Please refer to your IRA Trust Agreement for a full explanation of our duties and rights and your responsibilities and rights regarding your IRA plan accounts.

If your IRA is an open passbook account, you can transfer your balance or a portion of your balance from the passbook account to one of our IRA certificates at any time without penalty. You may withdraw all or part of your passbook IRA account balance at any time without interest penalty; but you may be liable for a tax on premature withdrawals. Automatic or pre-authorized transfers occurring on a regular basis are permitted as part of a periodic payment or a required distribution to you as defined in your IRA Trust Agreement, received by you at the time you established your IRA plan with DCCU.

Certificate accounts. Dividends you earn on non-IRA accounts may be transferred into another account. You may also request a dividend check if the quarterly dividend is \$25.00 or more. Dividend checks will be mailed to the most current address we have on file for you.

Deposits can be made only at the time of the initial deposit, and at maturity. Premature withdrawals will result in the closing of your certificate and a penalty equal to 180 days dividends, or the term of the certificate, whichever is less, calculated on the principal balance. Our penalty will go into the principal amount of your certificate if the premature withdrawal is completed before 180 days of dividends have been accrued.

We offer a ten day grace period on all certificate accounts. We will send you a maturity notice prior to the maturity date. Under normal circumstances, your certificates will automatically extend for successive terms and like maturity periods. However, if we elect not to extend the maturity of your certificate, we will pay out the certificate to you at maturity. At maturity, you may transfer the amount of the certificate into another account or request a cashiers check for the amount of the certificate. Certificates for discontinued or special terms will mature into a shorter term unless you notify us with other instructions.

Savings and Money Market Accounts. The number of withdrawals by phone, pre-authorized or automatic transfers may not exceed a combined total of six per month, with no more than three by check withdrawal or a similar order payable to a third party. Abuse of the transaction limits will result in a fee and may eventually force us to close the account. We will use the date a check clears your account or the date a transfer or withdrawal is completed to determine the transaction frequency.

IV. ELECTRONIC FUNDS TRANSFER PROGRAMS

The Electronic Funds Transfers (EFT) we are capable of handling are indicated below. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

A. Types of EFT Transfers.

Direct deposits. You may make arrangements for certain direct deposits to be accepted into your checking or savings accounts.

Pre-authorized withdrawals. You may make arrangements to pay certain recurring bills from your checking or savings accounts.

Audio response transfers. You may access your account(s) by telephone by using your DCCU account number and personal identification number to transfer funds, make loan payment transfers, and withdraw funds by check.

Home banking transfers. You may access your account(s) by personal computer by using your DCCU account number and personal identification number to transfer funds and make loan payment transfers.

Automated Teller Machine (ATM) transfers. You may access your account(s) by ATM using your DCCU ATM card and personal identification number to make deposits to your checking or savings account(s), get cash withdrawals from checking or savings, and transfer funds between your checking and savings account(s). Some of these services may not be available at all terminals.

Point of Sale (POS) transactions. You may access your checking account(s) to purchase goods with your ATM card or Visa check card.

Automatic transfers. You may have funds transferred from your savings or checking account to another DCCU savings or checking account or to make a payment on a DCCU loan on a weekly, biweekly, or monthly basis.

Bill payer. You may set up one-time or recurring payments to be debited from your checking or savings account.

B. Electronic check conversion/electronic returned check fees.

If you pay for purchases or bills with a check, you may authorize your check to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees.

C. Charges for EFT transfers.

We do not charge for direct deposits to any type of account. Except as indicated in the Fee Schedule, we do not charge for electronic fund transfers. We may assess a charge for bill payer service.

D. Right to documentation.

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using any automated teller machines or point of sale terminals.

Direct deposits. 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 will tell you every time they send us the money. You may also call us at (608) 256-5665 or (800) 593-3228 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are preauthorized deposits, you will receive a quarterly statement from us.

Periodic statements. You will receive a monthly account statement from us if you have a checking account. You will receive a statement at least quarterly if you only have savings and/or loan accounts.

E. Stop payment procedures and notice of varying amounts.

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we also require you to put your request in writing and get it to us within 14 days after you call. You will be charged a fee for each stop payment order.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

Liability for failure to stop payment of a preauthorized transfer. If you order us to stop one of these payments three business days or more before the payment is scheduled, and we do not do so, we will be liable for your losses or damages.

F. Our liability.

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 your losses or damages. However, there are some exceptions. We will not be liable, for instance,

If, through no fault of ours, you do not have enough money in your account to make the transfer.

If the transfer would go over the credit limit on your overdraft line.

If the automated teller machine where you are making the transfer does not have enough cash.

If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) present the transfer, despite reasonable precautions we have taken.

There may be other exceptions stated in our agreement with you.

G. Disclosure of account information to third parties.

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

Where it is necessary for completing transfers.

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

In order to comply with government agencies or court orders.

If you give us written permission.

H. Member liability.

Tell us **at once** if you believe your card or any access code has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Also, if your statement shows transfers that you did not make including those made by card, code or other means, tell us **at once**. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission. Telephoning is the best way of keeping your possible losses down. You can lose no more than \$50.00 if you fail to give us notice of a compromised, lost or stolen access device, card and/or code. If your statement shows transfers that you 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 after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you believe your access device, card and/or code has been compromised, lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

I. Error resolution.

In case of errors or questions about electronic funds transfers from your accounts or if you need more information about a transfer on your statement or receipt, telephone us at (608) 256-5665 or (800) 593-3228 or send us a written notice at the address listed in this disclosure as soon as you can. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared.

Tell us your account number.

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.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer)

after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point of sale transaction or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will recredit your account within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign initiated transfer) 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 questions in writing and we do not receive it within 10 business days we may not recredit your account.

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

- J. **Wire transfers and automated clearing house (ACH) credits.** The credit union may establish or change cutoff times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted for various types of funds transfers, the cutoff time will be at 4:00 pm on each weekday that the credit union is open which is not a federal holiday. Payment orders, cancellations, or amendments received after the applicable cutoff time may be treated as having been received on the next business day and processed accordingly.

The credit union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you with the right of access to the account from which the funds transfer is to be made.

The credit union may establish, from time to time, security procedures to verify the authenticity of a payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the credit union in writing that you do not agree to that security procedure. In that event, the credit union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the credit union agree in writing on an alternate security procedure.

If you give the credit union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person other than the named beneficiary. This means that you will be responsible to the credit union if the funds transfer is completed on the basis of the identification number you provided the credit union.

If you give the credit union a payment order which identifies an intermediary or beneficiary's bank by both name and identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.

The credit union may give you credit for ACH payments before it receives final settlement of the funds transfer. Any such credit is provisional until the credit union receives final settlement of the payment. You are hereby notified and agree that if the credit union does not receive such final settlement, the credit union may reverse the entry on your account, and you would be liable to repay the credit union.

ACH transactions are governed by the operating rules of the National Automated Clearing House Association. In accordance with these rules, the credit union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in the periodic account statement which we provide.

If the credit union receives a funds transfer for you or for other persons authorized to have access to your account, you agree that the credit union is not obligated to provide you with next-day notice of the receipt of the funds transfer. The credit union will provide you with notification of the receipt of all funds transfers by including such items in the periodic statement which we provide. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

VISA Check Card Rules and Disclosures

These rules govern the relationship between Dane County Credit Union (DCCU) and each person (Member) to whom is issued, or who is authorized to use a DCCU Check Card.

1. **Definitions.** The following definitions apply to these rules:

"Account" means your checking account with DCCU.

"Card" means your DCCU Check Card issued by DCCU and any additional cards or renewals.

"We", "Us", and "Our" means DCCU.

"You" and "Your" or "Member" means each person who is a party to the Account and who applied for the card.

"ATM Terminals" or "Automated Teller Machine" means any terminal at which you may use your Card together with your Personal Identification Number (PIN) to perform transactions.

2. **Card Ownership, Termination.** The Card remains the property of DCCU and shall be surrendered by Member upon request. DCCU may terminate Member's privilege of using Card and may withhold approval of any transaction at any time.

3. **Use of Card.** You may use your Card to:

- withdraw cash from your Account;
- make deposits to your Account.
- transfer funds between your checking and savings accounts; and
- pay for purchases at places that have agreed to accept the Card.

Some of these services may not be available at all terminals.

4. **Limitations on Your (PIN) Transactions.** Using your Card and your Personal Identification Number (PIN), you may make 3 cash withdrawals totaling \$510.00 from ATM terminals each day. You may also make up to 10 point of sale transactions from merchant terminals per day totaling up to \$1010. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals.

5. **Limits on Check Card (Non-PIN) Transactions.** You may make a total of 20 transactions each day totaling up to \$3,010.00. You may use the Card only if the available balance in your account (together with your unused credit line if your account has an overdraft credit line associated with it) will be sufficient to pay the amount of the Purchases, Cash Withdrawals and ATM transactions. Any Purchase or Cash Withdrawal may be subject to authorization by us or by a MasterCard or VISA authorization center and no authorization will be given if the amount of all outstanding Purchases and Cash Withdrawals will exceed your available balance or your applicable credit limit.

6. **Authorization to Debit or Credit Account.** Each time your Card is properly used you authorize DCCU to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and DCCU is permitted to handle such sales drafts, orders, and vouchers in the same way it handles authorized checks drawn on your Account.

7. **Overdrafts.** If use of your Card overdraws your Account, you agree to make immediate payment to DCCU of the amount of any such overdrafts together with such service charges as DCCU may impose. Also, whenever your Account is overdrawn, we have the right to return unpaid any checks or other orders on your Account which are presented to DCCU and to assess a service charge for making such returns. If your Account has an overdraft line of credit associated with it, the terms and conditions contained in your credit line agreement (or other applicable agreement) will control with respect to overdrafts of your Account regardless of whether they result from Purchases, Cash Withdrawals, use of checks, or use of any other card or device.

8. **Fees and Charges.***

- Per deposit charge.** You will not be charged a fee for transfers or deposits you make using our ATM terminals.
- ATM withdrawal, transfer or (PIN) point of sale transaction charges.** There are no fees associated with this type of usage.
- Check Card (non-PIN) transaction charges.** You will not be charged a fee for any non-PIN Check Card transactions.
- Overdrafts.** You will be charged \$25.00 for each transaction which results in an overdraft.
- Replacement of lost card \$5.00
- Emergency card replacement \$85

* DCCU reserves the right to change fees and charges at any time. The fees and charges described in this disclosure are accurate as of June 1, 2008. This information may have changed after that date. To find out what may have changed, call us at 608 256-5665 or write us at P.O. Box 7994, Madison, WI 53707-7994.

9. **Disclosure of Account Information.** We will disclose information to third parties about your Account or the transfers you make: where it is necessary for completing transfers; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us your written permission.

10. **Account Statements.** Your regular monthly Account statement will reflect each Purchase and Cash Withdrawal charged to your Account and each credit applied to your Account during the monthly account cycle and the related fee, if any. Even if there is no account activity, you will receive a statement at least once every three months.

11. **Transaction Receipts.** You will get a receipt at the time you make any transfers to or from your Account using an ATM terminal, or make purchases using your Check Card.

12. **Right to Stop Payment.** You are not permitted to stop payment on any Purchase or Cash Withdrawals originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

13. **Limitations in DCCU's Responsibilities.** Any System containing terminals at which the Card may be used are available for the convenience of the Member and, except to the extent provided in Section 910 of the Electronic Funds Transfer Act, DCCU is not liable for the unavailability or failure to operate of all or any part of any System. Except for its own negligence, DCCU is not liable for any personal injury or tangible property damage suffered or incurred by Member through use or attempted use by Member of the Card at any terminal. Except to the extent provided in section 910 of the Electronic Funds Transfer Act, DCCU is not liable for any loss, cost, damage, or expense incurred by Member by reason of malfunction of any part of any System or failure to complete any transaction which is caused by natural disaster, fire, strike, war, riot, or act of God or any other entity which is part of or connected to any System; and DCCU is not liable for consequential damages.

14. **Our Liability if We Fail to Make Certain Transfers.** If we do not complete a transfer to or from your Account on time or in the correct amount according to the Cardholder Rules when you have properly instructed us to do so, we will be liable to you for the damages which you prove are directly caused by our action. However, there are some exceptions to our liability. We will not be liable, for instance:

- a) if, through no fault of ours, your Account does not contain enough money to make the transfer.
- b) if the transfer would go over the credit limit on your overdraft line.
- c) if the automated teller machine where you are making the transfer does not have enough cash.
- d) if the terminal or ATM system was not working properly and you knew about the breakdown when you started the transfer.
- e) if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- f) other exceptions as stated in paragraph 13.

15. **Customer Liability-Notification of Unauthorized Use.** You will not be liable to DCCU for unauthorized use of the Card but

- a) if you furnish the Card to another person, you shall be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to DCCU that further transactions are unauthorized, and
- b) you shall immediately notify DCCU of any loss, theft, disappearance or known suspected unauthorized use of the Card. Such notice shall be provided by telephoning 1-800-593-3228 or writing us at P.O. Box 7994, Madison, WI 53707-7994. Upon request you shall confirm telephone notice in writing.

16. **Our Business Days.** Our business days are Monday through Friday. Holidays are not included.

17. **Multiple Party Accounts.** Each member who is a party to an Account which is a joint Account hereby appoints each other Member who is a party to such Account as Member's attorney with power to appoint one or more agents with power to use the Card to make withdrawals from such Account. Each Member shall indemnify DCCU for any tax it may be required to pay under Wisconsin Statutes by reason of withdrawals or payments from the Account, after the death of a Member, to any person or to the survivor in the case of a joint account.

18. **Limitations on Use of Card.** Member may not:

- a) request any transactions at a terminal if Member knows or is informed by or at the terminal, or by a clerk, that the terminal is malfunctioning or not operating.
- b) attempt any transaction without the use of a Card and insertion of Member's correct PIN which will be furnished by DCCU.
- c) attempt to initiate any transaction in connection with an Account which has been closed by Member or DCCU, or which is subject to legal process or other encumbrance.
- d) request i) a withdrawal or transfer of funds from an Account if the withdrawal or transfer would overdraw the Account or, if the Account is maintained in connection with a check credit or overdraft checking line, the credit limit of that line, ii) a withdrawal or transfer in an amount in excess of any dollar limitations imposed by the terminal operator; or iii) a withdrawal which exceeds limits as established and disclosed by DCCU.
- e) deposit funds to an Account i) by means of anything other than transfer from another Account, cash or a completed negotiable instrument payable in U.S. dollars, dated within 6 months prior to the date of attempted deposit, drawn by or properly endorsed by Member and the amount of which does not violate any restriction on the instrument; or ii) in an amount in excess of any limitations imposed by the terminal operator.
- f) obtain authorization of a check or draft which is i) drawn by or payable to the order of someone other than the Member presenting the Card; ii) not endorsed by the member presenting the Card (unless payable to a merchant); iii) not payable in U.S. dollars; iv) dated more than 6 months prior to date of the transaction; v) in violation of any stated restriction on the check or draft (for example, not valid after 30 days); or vi) for an amount which exceeds the limits established and disclosed by DCCU. Neither DCCU nor terminal owner is liable to Member if the transaction is not completed and Member has violated any of these Rules.

19. **Refunds on Purchases.** Cash refunds will not be made to you on Purchases made with your Card. If a merchant who honors your card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit slip which we will apply as a credit to your Account. Unless our use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment which accepts the Card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

20. **Foreign Transactions.** Purchases and cash advances made in foreign countries or foreign currencies will be billed to you in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA U.S.A. Currently the currency conversion rate used to determine the transaction amount in U.S. dollars is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus a 1% international transaction fee. This fee is assessed on all international purchases, credit vouchers, and cash disbursements. If the foreign merchant processes the transaction using United States currency and there is no exchange, the fee is 0.8%.

21. **Non-Visa Debit Transactions.** You may use your Visa Debit Card to initiate both Visa debit transactions and non-Visa debit transactions without using a personal identification number (PIN) to authenticate the transactions. To initiate a Visa debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. To initiate a non-Visa debit transaction, you may enter a PIN at a point-of sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. We have enabled non-Visa debit transaction processing on the NYCE, Maestro, Plus, MasterCard, Pulse, Cirrus, Visa and Visa Check networks. The rights and protections applicable only to Visa debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure, will not apply to transactions processed through non-Visa networks.

22. **Other Agreements.** All terms, conditions, and agreements which govern your Account (whether set forth in your Account Rules, in any related rules and regulations or otherwise) also apply to the Card except where these Rules provide differently.

23. **Agreement to Comply with Rules.** Your retention of, signature

on, or use of the Card constitutes your agreement to comply with these Rules as amended from time to time. This agreement and your use of the Card will be governed by the laws of the State of Wisconsin.

24. Your **Rights if You Think There is an Error on Your Statement.** IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS telephone us at 1-800-593-3228 or write us at P.O. Box 7994, Madison, WI, 53707-7994 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. YOU MUST CONTACT US AT THIS TELEPHONE NUMBER OR ADDRESS ABOUT YOUR ERRORS OR QUESTIONS. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared and:

- 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

- c) an error and why you need more information.
- d) tell us the dollar amount of the suspected error.
- e) it will be helpful to us if you also give us a telephone number at which you can be reached in case we need more information.

IF YOU TELL US ORALLY, WE WILL REQUIRE THAT YOU SEND US A COMPLAINT OR QUESTION IN WRITING, AT THE ADDRESS PROVIDED ABOVE, TO BE RECEIVED BY US 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 it is necessary to do this, we will provisionally 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, however, you have told us orally about your question or complaint and we did not receive your written confirmation within 10 business days of your oral report (after we asked you for it), we will not provisionally recredit your Account. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. For point of sale transfers and foreign initiated electronic fund transfers we may take up to 20 business days, after we hear from you, to tell you the results of our investigation, or alternatively, recredit your Account and resolve the error within 90 days.

25. Amendments. We may amend the above terms and conditions at any time. We will give you written notice at least 30 days before the amendment becomes effective if the amendment will result in increased fees or liability to you or stricter limitations on the transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Unlawful Internet Gambling Enforcement Act Notice

UNLAWFUL INTERNET GAMBLING NOTICE: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your account or relationship with Dane County Credit Union. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Information in this disclosure is correct as of February 3, 2010 and is subject to change without notice. Contact us for the most updated information at Dane County Credit Union, P.O. Box 7994, Madison, WI 53707-7994, 608 256-5665.

FACTS	WHAT DOES DANE COUNTY CREDIT UNION (DCCU) DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security Number • Loss History • Payment History • Credit History • Transaction History • Overdraft History 		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Dane County Credit Union chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does DCCU share?	Can you limit this sharing?	
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes – to offer our products and services to you	Yes	Yes	
For joint marketing with other financial companies	Yes	Yes	
For our affiliates' everyday business purposes – information about transactions and experiences	No	We don't share.	
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share.	
For nonaffiliates to market to you	No	We don't share.	
To limit our sharing	Call 608-256-5665 or 800-593-3228. Please note: If you are a new member, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		
Questions?	Call 608-256-5665 or 800-593-3228.		

What we do?	
How does DCCU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does DCCU collect my personal information	We collect your personal information when you: <ul style="list-style-type: none"> • Open an account • Apply for a loan • Give us your contact information • Provide account information • Make a wire transfer
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Dane County Credit Union has no affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>Dane County Credit Union has no nonaffiliates.:</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or service to you. <ul style="list-style-type: none"> • <i>Élan Financial Services</i> • <i>CUNA Mutual Group</i> • <i>Affinion Group</i>