

# Account Agreement & Disclosures

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This is the Agreement between you, the member, and DOW CHEMICAL EMPLOYEES' CREDIT UNION (DCECU), a Michigan Credit Union Corporation, of Midland, Michigan, regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

You should retain a copy of the agreement and feel free to call the Credit Union if you have any questions. This Agreement also includes certain disclosures required under the Truth-In-Savings Act and National Credit Union Administration, Federal Reserve Board and Consumer Financial Protection Bureau, the Electronic Funds Transfer Act (Regulation E), the Funds Availability Act (Regulation CC) and Uniform Commercial Code Article 4A. The words "you" and "your" mean the member and any joint owners or co-depositors or co-borrowers. The words "we", "our", "us", and the "Credit Union" mean the DOW CHEMICAL EMPLOYEES' CREDIT UNION.

## Membership

Dow Chemical Employees' Credit Union is a principles-based financial cooperative committed to exceptional service, convenience, value and security. Membership in this Credit Union shall consist of:

- Employees and retirees of the Dow Chemical Company and its affiliated companies
- Employees and retirees of the Dow Corning Corporation and its affiliated companies
- Employees and retirees of Select Employer Groups\*
- Employees and retirees of the Dow Chemical Employees' Credit Union
- Any relative of any member, employee or retiree described above
- Any individual living under the same roof and in the same single-family household of any member, employee or retiree described above
- Revocable Trusts in which the Grantor is also a member of Dow Chemical Employees' Credit Union
- Individual owners\*\* of stock in The Dow Chemical Company

\*Certain companies who demonstrate a business relationship with Dow Chemical, Dow Corning or DCECU may be eligible for membership. To find out if a company is currently eligible, or to find out how a company may apply for eligibility, please visit our Web site ([www.dcecu.org](http://www.dcecu.org)) or call our Member Contact Center at (989) or (800) 835-7794.

\*\*Individuals who own one or more shares of Dow Chemical stock in their own name are eligible for membership. This does not include Dow stock held within a retirement, 401(k) or other investment plan by another institution or group.

NOTE: The information provided above is informational only. Membership in DCECU is ultimately determined by compliance with the Dow Chemical Employees' Credit Union Bylaws.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Inability to properly verify your identity according to DCECU policy and federal law may result in denial of credit union membership or account closure.

## Dividends (Share and Share Draft Accounts)

**Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

**Rate and Annual Percentage Yield ("APY").** Your share accounts will earn what are known as dividends. Dividends are like interest, except that the dividend rate is set by the Credit Union's Board of Directors (the "Board") from time to time, and dividends are not guaranteed. The Credit Union estimates a prospective dividend rate and prospective annual percentage yield (APY) on your Share and Share Draft Accounts for each dividend period. The prospective dividend rate for each quarter will be determined in the third month of the previous quarter.

The dividend rate and APY may change every calendar quarter as determined by the Board. The dividend rates will be available each business day at our

office. The words "dividend" and "interest" may be used interchangeably in this Agreement.

**Calculating Dividends.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends on non-cash deposits (checks) begin to accrue on the day the deposit is received by us and will accrue to, but not including, the day of withdrawal or transfer.

**Compounding.** We compound your dividends, even though that isn't required by law. Compounding is more favorable to you, because once dividends have been earned by your account they are added to the balance on which you will continue to earn dividends. Because we compound dividends, the actual yield on your account may be somewhat higher than the annual dividend rate. The Annual Percentage Yield (APY) will be posted along with the annual interest/dividend rate.

For Share and Share Draft Accounts, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates. Dividends will be compounded quarterly.

**Crediting Dividends.** Dividends will be credited quarterly. Dividends are not available to you until they have been credited to your account. Even though your account earns dividends every day, we don't actually credit them to your account until the first day of the subsequent quarter. Dividends that are credited to your account will be added directly into your account. Dividends on closed accounts will generally be paid on the following payment date for that quarter unless you waive your right to receive the dividends for that quarter. However, we reserve the right to calculate and pay such dividends on the date you close your account, subject to applicable laws and regulations.

**How Withdrawals Affect Dividends.** Even though we don't credit your dividends to your account until the date specified above, we calculate them on a daily basis. Therefore, if you make a withdrawal, you won't receive any further dividends on that amount from the day you make the withdrawal until the day that dividends are credited.

## Share (Savings) Accounts

**Membership.** To become a member of the Credit Union, you must complete a membership and services application and open a Share Account with a \$5.00 minimum balance. By submitting an application, you declare your eligibility for membership in DCECU. Information supplied on your application may be used to verify that you are within the DCECU field of membership. If DCECU determines that you are ineligible for membership at any time or if you have supplied false or misleading information on your application, it will be deemed void and your membership will be terminated.

**Deposits Generally.** After you have established your Share Account, you may make additional deposits into your Share Account, or establish other types of accounts as described herein, at any time. The amount is not transferable except on the Credit Union's books and records. We may establish minimum amounts for deposits in your Share Account or other savings accounts.

You can make deposits in person or by mail. At the present time, you can also arrange to have one or more of the following deposits made directly to your share/deposit accounts in accordance with the terms and conditions of each account: (1) payroll deduction deposits, (2) net pay deposits, (3) Social Security deposits, (4) pension plan deposits, (5) stock dividends or (6) other miscellaneous deposits. If you have an automated teller machine (ATM) or VISA® Check Card, you can also make a deposit through one of the automated teller machines equipped to accept your deposits.

All deposits are subject to proof and verification. If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to federal regulations. (See the Funds Availability notice under Regulation CC regarding this.) If there are special fees for collecting your deposit, you promise to pay them. We may deduct them directly from your account. If we feel there is a reason, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

When you endorse any item, your endorsement is a guaranty by you to us and all others who accept the item endorsed that the item you deposit is good; that the funds are properly payable; and you give other warranties under applicable laws. This means that if the item is not good or is not paid for any reason, you are fully responsible to us or any other person for the amount of the item.

**Compounding and Crediting.** Dividends will be compounded, credited and paid quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates.

**Balance Computation Method.** Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Minimum Balance Requirements.** The minimum balance required to open and maintain a Share Account is \$5.00, a par value share in the credit union.

**Accrual of Interest on Non-Cash Deposits.** Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

**Transaction Limitations.** During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order (including Internet/Mobile banking) or instruction. If you exceed the transfer limitations set forth above in any month, your account will be subject to closure by the Credit Union.

**Prior Notice Requirement.** The Credit Union reserves the right to require prior written notice of intention to withdraw all or any part of shares/deposits not to exceed the notice requirement as set forth in the Credit Union's Bylaws. Subject to cash availability, maximum withdrawal limits may be enforced without prior notice.

**Additional Accounts Under This Number.** With the exception of Share Draft (Checking), subsequent share/deposit accounts opened under the same Share Account number that are titled equally or less than this account, may not require additional signatures.

## Share Draft (Checking) Accounts

**Compounding and Crediting.** Dividends will be compounded, credited and paid quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other dividend periods follow this same pattern of dates.

**Balance Computation Method.** Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Minimum Balance Requirements.** There is no minimum balance required to open or maintain a Share Draft (Checking) Account.

**Accrual of Interest on Non-Cash Deposits.** Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

**Deposits Generally.** After you have established your Share Draft (Checking) Account, you may make additional deposits into your account at any time and in any amount subject to the terms of this Agreement. There is no minimum deposit for this account. The above terms regarding "Deposits Generally" also apply to Share Draft Accounts, except as they may be modified by this section. All checks/drafts drawn on your Share Draft Account may be returned by us unpaid for any reason that checks/ drafts are normally returned, such as, insufficient funds, uncollected funds, or litigation.

**Drafts (Checks) Generally.** All checks presented for payment or deposit must be in a format that can be processed and/or imaged. We may refuse to accept any check that does not meet this requirement. To ensure the highest quality of check images and to prevent alterations, checks must be written in a

dark ink, preferably blue or black. The Credit Union may not accept any check written in pencil or any illegible ink.

**Withdrawing Money from Your Share Draft Account.** Subject to any applicable state or federal laws and regulations, money can be withdrawn from your account by written check or any other method approved by the Credit Union. The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by the Credit Union.

**Payment of Drafts (Checks).**

*Postdated/Staledated Checks.* You authorize the Credit Union to accept and pay any check without regard to the date of the check even if it is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for us to reasonably act upon the notice and you accurately describe the check, including the number, date and amount. You understand that the exact information is necessary for the Credit Union to identify the check. If you give the Credit Union an incorrect, incomplete or untimely notice, the Credit Union will not be responsible for paying the check before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the check. You may make an oral notice which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written notice will be effective for six (6) months and may be renewed in writing from time to time. You also agree not to deposit checks, drafts or other items before they are properly payable. The Credit Union is under no obligation to pay a check drawn on your account which is presented more than six (6) months after its date. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check.

*Restrictive Legends.* We are not required to honor, nor will we be liable for the payment of any check contrary to a restrictive legend or other limitation contained in or on checks that you write unless we have agreed in writing to the restriction(s) and/or limitation(s.) Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000".

*Check Cashing.* We may refuse to cash a check drawn on your account if you have insufficient funds in your account to cover the amount of the check. At our discretion, we may either refuse or charge a fee to cash a check drawn on your account if it is presented for payment in person by someone who is not our member. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. You agree to waive any claim that you may have against us if we refuse to honor a check under these circumstances. You also agree to indemnify us and hold us harmless for any losses, costs, damages, expenses, and liabilities, including reasonable attorney's fees that we may incur in connection with any claim or action resulting from our refusal to cash a check for a non-member.

**Payment of Drafts (Checks) After Death.** The Credit Union may, after the date of your death, pay checks drawn before death unless ordered to stop payment by the personal representative or other appropriate person claiming an interest in the account.

**Payment Order of Items.** The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing checks drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment procedures will ensure that the largest number of items are paid, thereby decreasing the potential NSF or Courtesy Pay fees you may have to pay if funds are not available to pay all of the items. We encourage you to keep careful records and practice good account management. This will help you to avoid writing checks without sufficient funds and incurring the resulting fees.

**Other Terms.** The above terms regarding the nature of dividends, rate and annual percentage yield, calculating dividends, compounding, crediting dividends, how withdrawals affect dividends and funds availability also apply to Share Draft Accounts. The use of the Share Draft Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

**Inactive Account.** The Credit Union reserves the right to close any share/deposit account after 24 months of inactivity.

**Overdraft Protection.** The Credit Union is under no obligation to pay a check or charge that would result in your Share Draft Account being overdrawn. However, the Credit Union may pay such check and charge in the amount of the resulting overdraft plus any applicable service charge against your primary share/savings account. If funds are unable to transfer from the primary share/savings account for any reason, regulatory or otherwise, the Credit Union may pay items by advancing funds from a revolving line-of-credit loan, if applicable. If such checks or charges are unable to be paid from funds in the primary share/savings account or from an advance on the revolving line-of-credit loan, then the items may be paid using Courtesy Pay or will be returned for non-sufficient funds (NSF). (Additional information regarding the DCECU Courtesy Pay Program and Overdraft Line-of-Credit Loan may be found in the Discretionary Courtesy Pay Disclosure and Overdraft Line-of-Credit Loan sections that follow.)

The Credit Union has the option of honoring an NSF check/charge or dishonoring it to avoid the creation of an overdraft. Honoring of past overdrafts does not obligate the Credit Union to honor them in the future. The Credit Union is not required to send prior notice of items returned NSF and you agree to immediately deposit sufficient funds to cover any overdraft and service charges.

## Discretionary Courtesy Pay Disclosure

It is the intent of DCECU to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The DCECU Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and Dow Chemical Employees' Credit Union with regard to your Share Draft (Checking) Account. The Account Agreement and Disclosure (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Courtesy Pay Disclosure and the Account Agreement and Disclosure. A copy of the DCECU Account Agreement and Disclosure is available to you upon request from Dow Chemical Employees' Credit Union.

Courtesy Pay is not a line-of-credit. However, if you overdraw your account, we will normally pay the overdraft, subject to the limit of your Courtesy Pay privilege, including the \$20.00 fee. A fee is imposed for overdrafts created by checks, VISA® Check Card withdrawals/transactions, or by other electronic means. BASIC Courtesy Pay service covers overdrafts from checks, ACH electronic debits (including Bill Pay transactions) and recurring debit transactions. ENHANCED Courtesy Pay service may also be selected to cover ATM/Point of Sale transactions (PIN-based) and everyday debit card transactions.

DCECU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by DCECU of any non-sufficient fund check(s) or other item(s) does not obligate DCECU to pay any additional non-sufficient fund check(s) or item(s) or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund checks or items.

Dow Chemical Employees' Credit Union is committed to always providing you with the highest level of member service, now and in the future. Therefore, courtesy payment privilege of \$500 will be extended to you if your account has been open for at least ninety (90) days. This privilege may increase to \$750 when your account has been open at least one hundred eighty (180) days. To be eligible for courtesy payment, you must maintain your account in good standing, which includes at least:

- Depositing an amount equal to or greater than the amount of discretionary overdraft privilege extended to your account within each thirty (30) day period\* and bringing your account to a positive balance within every thirty (30) day period for a minimum period of 24 hours;
- You are not in default on any loan or other obligation to Dow Chemical Employees' Credit Union; and
- You are not subject to any legal or administrative order or levy.

\*Your eligibility for and/or the amount of courtesy payment privilege extended to you may change on a daily basis. If aggregate deposits made to your prime share, checking and high yield accounts are less than \$500 in the past 30 days, courtesy payment privilege will be temporarily suspended until such time deposits total a minimum amount of \$500.

Dow Chemical Employees' Credit Union will normally pay overdrafts within the Courtesy Pay privilege limits, but payment by DCECU is a discretionary courtesy and not a right or obligation. This privilege will generally be limited to a maximum of either a \$500 or \$750 overdraft (negative) balance. Any and

all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our Account Fee Schedule and Account Agreement and Disclosure), will be included as part of this maximum amount.

The total discretionary negative balance as a result of courtesy payments, including any and all fees and charges and all non-sufficient funds and fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the DCECU Account Agreement and Disclosure. Negative balances resulting from courtesy payments must not exceed 30 days.

Again, while Dow Chemical Employees' Credit Union will typically pay overdrafts on accounts in good standing (as described above), payment is a discretionary courtesy and not a right or obligation and Dow Chemical Employees' Credit Union in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

## Overdraft Line-of-Credit Loan

The DCECU Overdraft Line-of-Credit Loan is a form of credit that must be separately applied for apart from your Share Draft Account. If you overdraw your account, we will normally pay the overdraft subject to the limit on your overdraft line-of-credit, if applicable. Advances from the revolving line-of-credit loan will be made in \$100 increments until less than \$100 is available, at which point the entire amount available will be advanced. No fee is imposed for overdrafts to your line-of-credit. However, the line-of-credit loan will begin to accrue interest immediately from when the advance is taken.

**Truncated Drafts (Checks); Statements.** Your canceled checks will not be returned to you. They will become Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled checks by number, date of clearing and the amount of the check. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any check will be made available to you. Copies of most canceled checks can be obtained online through Online Banking. All others can be obtained by contacting our office. Refer to the Account Fee Schedule for current fee, if applicable.

### Stop Payments.

**Stop-Payment Order Request.** You may request a stop-payment order on any check drawn on your account. To be binding, an order must be dated, signed, (physically or electronically within Online Banking) and describe the account and check number and the exact amount. The stop-payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the account number, number of the check, and its exact amount. You understand that the exact information is necessary for the Credit Union to identify the check. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the check. If the stop-payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the check.

If we recredit your account after paying a check over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check and to assist us in any legal action.

**Duration of Order.** A written stop-payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop-payment order expires.

**Liability.** Fees for stop-payment orders are set forth in the Account Fee Schedule. You may NOT stop payment on any certified check, teller's check or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you.

## High Yield & Premium High Yield Deposit Accounts

**Establishing Account and Rate.** High Yield & Premium High Yield Deposit Accounts may be established by a member signing an appropriate membership and services application and making the required minimum deposit. Both are savings accounts that generally earn a higher rate of interest than Share Accounts. The interest rate and APY on these accounts are variable and subject to change daily at the determination of the Board of Directors or Management of the Credit Union.

Premium High Yield Deposit Accounts are tiered savings accounts. The interest rate on this tiered savings account will be determined each day based on the balance in the account and the chart below.

Tier	Account Balance
1	\$10,000-\$49,999
2	\$50,000-\$99,999
3	\$100,000-\$149,999
4	\$150,000+

**Compounding and Crediting.** Interest will be compounded, credited and paid quarterly. For example, the beginning date of the first interest period of the calendar year is January 1 and the ending date of such interest period is March 31. All other interest periods follow this same pattern of dates.

**Minimum Balance/Deposit Requirements.** The purchase of a \$5.00 share in the Credit Union is required, as well as a minimum deposit/balance of \$2,500 (High Yield) or \$10,000 (Premium High Yield) to open these accounts and earn the stated APY for each account. You will not earn interest on these accounts on any day where you allow the balance to fall below these minimums.

**Balance Computation Method.** Interest is calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day that the minimum balance is obtained.

**Accrual of Interest on Non-Cash Deposits.** Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

**Transaction Limitations.** The minimum amount you may withdraw from your High Yield or Premium High Yield Deposit Account is \$500. The first three withdrawals per month are available free of charge. An additional three withdrawals per month are allowed for a fee of \$10.00 each and are available in person or via the Member Contact Center only.

**Fees.** Any account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Account Fee Schedule for a list of fees. These fees may be changed at our discretion.

**Closing Account.** When a High Yield or Premium High Yield Deposit Account is closed, any interest accrued through the date of closing will be paid at the time of closing.

**Other Terms.** The above terms regarding deposits generally, how withdrawals affect interest and funds availability also apply to High Yield and Premium High Yield Deposit Accounts.

## Certificates of Deposit (CDs)

**Rate Information.** The interest rate and APY for CDs is predetermined and made available at the Credit Union. Once you purchase a CD, your interest rate will not be changed or recalculated during the term of the certificate. The APY assumes that interest earned will remain on deposit until maturity. A withdrawal will reduce earnings.

**Compounding and Crediting.** For this account type, interest is compounded monthly, unless you elect to have interest credited monthly to another DCECU share/deposit account. If you close your account before interest is credited, accrued interest will be paid to date less any early withdrawal penalty, if applicable.

**Transaction Limitations.** No deposits or withdrawals are allowed during the term of the certificate of deposit ("certificate.") If a withdrawal must be made prior to maturity, the entire account balance must be withdrawn and an early withdrawal penalty may be assessed according to the contract term of the certificate.

**Early Withdrawal Penalty.** An early withdrawal penalty may be applied when a withdrawal is made prior to maturity of the certificate and could result in loss of principal. Early withdrawal penalties include forfeiture of interest according to the following schedule:

Term	Penalty (Interest)
6 months	90 days
12 months	180 days
18 months	180 days
24 months	180 days
36 months	180 days
48 months*	240 days

\*48 month term available only for HSA certificates. Additional restrictions apply to HSA certificates. Please refer to your HSA disclosures for important information.

Early withdrawal penalties do not apply to withdrawals made after the death of any owner of the account.

**Balance Computation Method.** Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Minimum Balance Requirements.** The minimum balance required to open this account is \$1,000.00 per certificate plus a \$5.00 par value share balance in your regular Share Account, unless otherwise noted.

**Accrual of Interest on Non-Cash Deposits.** Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your certificate account at the time of account opening.

**Maturity and Renewal Information.** Members may, at any time, elect to have their certificate automatically renew at maturity\*\*. Renewed certificates will be reinvested in another certificate at the interest rate and annual percentage yield (APY) in effect on the date of maturity. The interest rate for the renewed certificate shall be determined by the Credit Union at or before maturity, and that information will be available upon maturity. On or after that date, you may call the Credit Union during regular business hours at (989) 835-7794 or (800) 835-7794 to find out the interest rate and APY that will apply to the certificate if it is renewed. Automatically renewing certificates will retain the same terms and conditions, including the term length of the certificate, unless previously arranged or the Credit Union provides written notice of a change in such terms and conditions prior to renewal.

For automatically renewing certificates, there will be a seven (7) calendar day grace period for withdrawals after maturity, during which time no early withdrawal penalty will apply. Interest will not be earned during the grace period on funds withdrawn during the grace period.

For certificates that are not automatically renewed, the entire certificate balance will be transferred to the member's DCECU share/deposit account as requested. These funds may then begin earning dividends/interest at the current rate.

\*\*Certificate specials may not be eligible for automatic renewal. Contact a credit union representative for more information.

**Amendment.** As allowed by applicable law, the Credit Union may change the terms and conditions of the certificate of deposit agreement upon written notice. You will be given advance notice of any adverse changes as required by applicable law or regulation.

## Health Savings Accounts (HSAs)

**Eligibility.** Your eligibility and contribution requirements are determined by the Internal Revenue Service (IRS). By signing the Health Savings Account Application, you are stating that you are eligible to own a Health Savings Account. If you are uncertain about your eligibility or contribution limits, please seek the advice of a tax advisor.

**HSA Withdrawals.** Any withdrawals shall be subject to all applicable tax and other laws and regulations including possible withdrawal penalties and withholding requirements.

Should you choose to make a withdrawal from your HSA via VISA® Check Card (eligibility required), telephone, *1Call*, Online Banking and/or an ATM, these withdrawals will be coded and reported to the IRS as "Normal Distributions."

**HSA Contributions.** Should you choose to make contributions to your HSA via telephone, *1Call*, Online Banking, ATM or through payroll deduction, these contributions will be coded and reported to the IRS as a "Current Year Contribution." All prior year contributions will require a signature. Your ability to make "Prior Year Contributions" is governed by IRS rules. If you want to designate a contribution as "Prior Year", we require that you complete and sign a *Contribution Direction* form designating the contribution as "Prior Year". Please contact a credit union representative for further information.

**Electronic Access.** In addition to in-person transactions and checks, you may access your Health Savings Account (HSA) via telephone, *1Call*, Online Banking, ACH, ATM and/or the VISA Check Card (eligibility required).

**Fees.** This account is subject to a \$5.00 termination fee which will be assessed during the account closing procedure.

**Account Holder Responsibilities.** It is up to each individual account holder to make sure that contributions to the HSA do not exceed the maximum limits. It is also the account holder's responsibility to make sure that his/her withdrawals are for qualified medical expenses to meet tax deductibility requirements. These expenses are defined in Section 213(d) of the Internal Revenue Code. DCECU will not monitor transactions on this account and will allow the account holder to withdraw funds for any reason.

**Negative Balance.** A negative balance HSA is considered a loan to the HSA, and IRS Notice 2008-59 considers it a prohibited transaction. If your HSA has a negative balance, according to the Internal Revenue Code Section 223 the HSA stops being an HSA as of the first day of the taxable year of the prohibited transaction. The assets of the account are deemed distributed, and the appropriate taxes, including the 10 percent additional tax under Section 223(f)(4) for distributions not used for qualified medical expenses, apply. DCECU will close the HSA in accordance with the IRS direction, and will not be able to open another HSA account for you until the next calendar year. Because of the severity of the consequences from prohibited transactions, you are encouraged to ensure authorized transactions on your HSA will not draw the HSA balance in the negative.

Please seek the advice of a tax advisor if you are uncertain about your HSA eligibility, contributions, or distributions. Please contact a credit union staff member for additional account terms and conditions.

## Club Accounts

**Rate.** The interest rate and annual percentage yield (APY) for Club Accounts is variable and is subject to change daily at the determination of the Board of Directors or Management of the Credit Union.

**Crediting of Interest.** Interest will be credited annually at maturity. If you close your Club account prior to maturity, you will not receive the accrued interest.

**Minimum Balance Requirements.** There is no minimum balance required to open a Club account, except the purchase of a \$5.00 share in the Credit Union.

**Balance Computation Method.** Interest is calculated by the daily balance method, which applies a daily periodic rate to the balance in the account each day.

**Accrual of Interest on Non-Cash Deposits.** Interest will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.

**Transaction Limitations.** You may make deposits into your account at any time prior to maturity. The minimum amount you may deposit is an average of \$2.00 per week. After the account is opened, you may not withdraw funds from the account without penalty.

**Early Withdrawal Provisions.** Your Club Account maturity date is selected during the account opening process. If you withdraw funds prior to the maturity date, a penalty will be imposed. The penalty will equal all of the accrued interest on your account. In addition, you must withdraw the balance in the account.

**Renewal Policies.** At maturity, the balance, including interest, will be credited to any DCECU share/deposit account as elected when you opened the account. If you have not withdrawn the funds prior to maturity, the account will renew automatically for the following year. There is no grace period following the maturity of this account.

## ATM and VISA<sup>®</sup> Check Card Terms and Conditions

The Credit Union provides an ATM Card as an extra convenience for you to make deposits, transfer funds between accounts and withdraw from accounts. The Credit Union provides the VISA Check Card for you to withdraw funds from your Share Draft Account and to make purchases from approved merchants as well as providing the same functions as an ATM Card.

The use of the ATM Card and VISA Check Card is subject to the terms and conditions contained in this section, to the terms and conditions applicable to any account for which they are used, and to the rules and regulations of the Credit Union governing all or any such accounts. The ATM Card and personal identification number ("ATM PIN,") and the VISA Check Card and the VISA Check Card personal identification number ("VISA Check Card PIN,") remain the property of the Credit Union and the Credit Union may terminate your right to use the ATM Card and ATM PIN, or the VISA Check Card and the VISA Check Card PIN at any time. Upon demand of the Credit Union, you will return the ATM Card and ATM PIN and/or the VISA Check Card and VISA Check Card PIN to the Credit Union. All privileges available through the use of the ATM Card and/or VISA Check Card shall terminate upon the expiration date to be determined by the Credit Union. In addition, for your security, DCECU may not reissue your ATM Card or VISA Check Card after 18 consecutive months of inactivity.

**Special Liability Protection Rules for VISA<sup>®</sup> Check Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions made with your lost or stolen VISA Check Card processed through the VISA network. This additional limit on liability does not apply to ATM transactions, to transactions using your PIN that are not processed by VISA, or to commercial cards. If your VISA Check Card was lost due to your gross negligence, or if you have handled your card fraudulently, these special rules do not apply, and your liability for the unauthorized use of your VISA Check Card is addressed above in the section called "Liability for Unauthorized Transfers."

**Non-VISA<sup>®</sup> Debit Transactions.** DCECU enables non-VISA debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-VISA debit transaction may occur on your DCECU VISA Check Card through the NYCE Network. Below are examples to distinguish between a VISA debit and a non-VISA debit transaction:

- To initiate a VISA debit transaction at the point-of-sale, the cardholder signs a receipt, swipes the card through a point-of-sale terminal, or provides a card number (e.g. , in e-commerce or mail/telephone environments).
- To initiate a non-VISA debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides 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.

A non-VISA debit transaction will not provide the zero liability protection benefit, and if a rewards program is present, a non-VISA debit transaction may not be an eligible rewards transaction.

Provisions relating to the DCECU VISA Check Card in any DCECU cardholder agreement relate only to VISA transactions and are not applicable to non-VISA transactions.

**Foreign Transactions.** VISA Check Card and ATM Card transactions made in foreign countries, in foreign currencies will be debited from your account in U.S. dollars. The conversion rate to U.S. dollars will be determined in accordance with the operating regulations established by VISA International and/or MasterCard. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA or MasterCard from the range of rates available in wholesale currency markets or the government mandated rate, for the applicable central processing date. VISA and MasterCard also charge DCECU up to 1% on all foreign transactions that involve a currency conversion and up to 0.8% on all foreign transactions that do not involve a currency conversion. As a result, DCECU passes these fees on to our members. You agree that the converted amount will be debited from your account in U.S. dollars, plus any charge for conversion or processing that may be imposed.

**Activation.** DCECU reserves the right to cancel new or reissued VISA Check Cards and ATM cards that are not activated within 60 days.

**Gambling.** You may use your VISA Check Card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. Internet gambling may be illegal in the jurisdiction in which you are located, including locations within the United States. Also, you agree that you will not use your VISA Check Card for any transaction that is illegal under applicable federal, state, or local law.

## Other Terms and Conditions

**Share Insurance.** Your savings in the Credit Union are federally insured to at least \$250,000 by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States Government.

**Fees/Charges.** Any account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. Refer to the Account Fee Schedule for a list of fees. These fees may be changed at our discretion and you agree to pay us charges in connection with your accounts in accordance with the fee schedule currently in effect. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges from your account. We reserve the right to waive any charges at our sole discretion.

by law, we may occasionally charge fees from your account. We reserve the right to make any charges at our sole discretion.

**Return of Deposits/Closed Accounts.** We may, at any time, at our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. However, we may not terminate your membership in the Credit Union without satisfying the notice provisions of Credit Union law. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero may automatically close that account. We are not liable for any check, withdrawal or other order after an account is closed. Any checks presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

**Account Closing.** Primary members may close any account at any time without the consent of any joint account holders. However, it is the primary member's sole responsibility to notify any and all joint account holders of such closure. The Credit Union is under no obligation to notify any party to the Agreement that the account has been closed.

**Dormant and Abandoned Accounts.** The Credit Union will consider your account dormant (inactive) after 12 months without member-initiated activity. After 24 months of inactivity, a fee may be charged to any of your accounts in accordance with the fee schedule adopted by the Credit Union from time to time. Refer to the Account Fee Schedule for more information. You will be notified at the physical or email address provided to us before the first inactivity fee is imposed. The fee will be discontinued either when eligible transaction activity has occurred or your account balance is reduced to \$0 and your account is subsequently closed by us. The Michigan Uniform Unclaimed Property Act requires the Credit Union to turn abandoned funds over to the State after three years with no activity. However, the Credit Union reserves the right to submit funds to the State after 2 years of inactivity.

**Statement.** You will receive a monthly periodic statement for your Share Draft Account. You will receive a quarterly periodic statement for your Share Account or other savings accounts unless you have an electronic funds transfer transaction during a monthly period, or a combined statement. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive or with a bad address.

You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You are in the best position to detect an unauthorized signature, a forged endorsement, or an alteration. You have the responsibility for any fraud loss if you fail to exercise reasonable care in examining the statement or fail to report forgeries or alterations to the Credit Union within 60 days of the mailing or availability date of the earliest statement containing those items. The Credit Union will not be liable if items were forged or altered such that the fraud could not be detected by a reasonable institution.

**Agreement.** This Agreement shall be effective and shall govern all share/deposit and draft accounts with us, as well as all associated products and services. By signing a membership and services application, making deposits or withdrawals, or leaving an amount on deposit, you agree to the terms of this Agreement.

**Disputes.** In the event of a dispute regarding your accounts with us, you and DCECU agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and DCECU which supersedes any proposal or prior agreement, oral or written, and any other communications between you and DCECU relating to the subject matter of this Agreement. If there is a conflict between what an employee of DCECU says and the terms of this Agreement, the terms of this Agreement shall prevail.

**Assignment.** Neither party may assign this Agreement.

## Privacy Notice & Disclosure

Rev. March 2013

FACTS	WHAT DOES DOW CHEMICAL EMPLOYEES' CREDIT UNION (DCECU) DO WITH YOUR PERSONAL INFORMATION?
<b>Why</b>	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.
<b>What</b>	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"> <li>• Social Security number and assets</li> <li>• account balances and payment history</li> <li>• credit history and employment information</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Dow Chemical Employees' Credit Union choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Dow Chemical Employees' Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - Information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> - Information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 989.835.7794 or toll-free 800.835.7794 or go to <a href="http://www.dcecu.org">www.dcecu.org</a> ( <a href="https://www.dcecu.org">https://www.dcecu.org</a> )
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<b>Who we are</b>	
<b>Who is providing this notice?</b>	Dow Chemical Employees' Credit Union
<b>What we do</b>	
<b>How does Dow Chemical Employees' Credit Union protect my personal information?</b>	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.  DCECU has written policies and procedures, trained employees and strong information security measures to protect your personal information.
<b>How does Dow Chemical Employees' Credit Union collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>● open an account or deposit money</li> <li>● give us your contact information or apply for a loan</li> <li>● use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>● DCECU has no affiliates</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>● DCECU does not share with nonaffiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>● Our joint marketing partners include investment, insurance, and other financial services companies</li> </ul>

## Notices

**Business Language.** Please be advised that English is the official language of both our credit union operation and our contractual arrangement with you. Clear communication is essential to ensure that your best interests are served and the financial cooperative of DCECU is protected from liability. We therefore may request all notices, requests, claims, demands or other communications be in English and perhaps additionally in writing and may deny any or all such requests that do not meet this criteria. While we will do our best to accommodate you, attempted communication in any other language may result in restricted transactions or denial of service. You acknowledge that modification or refusal of service is acceptable and not wrongful in this instance.

You further understand that it is your responsibility to obtain assistance from us, or other trusted individuals of your choosing, should the language barrier result in your inability to read or understand the account agreement and/or other DCECU communications. To ensure or expedite service to you, it may be beneficial to establish joint account relationships or set up other legal access to your account with an English-speaking individual. We would be happy to discuss these options with you.

**Name or Address Changes.** You are responsible for notifying us of any address (including email) or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. For your safety, the Credit Union reserves the right to discontinue mailing statements, access devices or other correspondence when we have received returned items due to an inaccurate or incomplete address. The Credit Union requires all notices of change in address to be in writing and signed by the member.

**Amendment.** Except as prohibited by applicable law, we may change the terms of this Agreement at any time without prior notice if the change is favorable to you. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding the account will be posted in our office or will be sent to you at the physical or email address on file with us. In the event of joint ownership, notice to any one joint depositor shall be deemed notice to all. We reserve the right not to send notice for accounts we consider inactive or with a bad address. You may close the account or cancel the service if you do not agree to the changes. If you continue to use the account/service or keep the account open after the effective date of such change, you will be deemed to have agreed to the changes. Notices to us should be sent to Dow Chemical Employees' Credit Union, PO Box 1649, Midland, Michigan 48641-1649.

**Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

**Indemnity.** If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

**Severability.** If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

**No Waiver.** DCECU shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by DCECU. No delay or omission on the part of DCECU in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Offset.** If you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we



enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, unless prohibited by applicable law. We will notify you if we have exercised our right of offset. All accounts are nonassignable and nontransferable to third parties. Notwithstanding the foregoing, the Credit Union shall not have a lien or security interest in any of your account funds or accounts for any obligation secured by your principal residence. In addition, the Credit Union expressly disclaims the lien arising under Section 361 of the Michigan Credit Union Act (Act 215 of 2003, being MCL 490.361), as amended, for any obligation secured by your principal residence, and only for those obligations secured by your principal residence.

In addition, if your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit or credit to your account, including payroll/retirement checks and deposits of government payments or benefits, including, but not limited to, Social Security deposits.

**Reporting of Negative Information.** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Telephone Requests & Facsimile Signatures.** You agree (for joint accounts, all joint tenants agree jointly and severally) that funds in any of your accounts with us can be transferred, upon the telephone request of any signer on the account and that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone/facsimile request or order.

**Telephone Monitoring.** To ensure that you receive courteous and efficient service, as well as to assist in ongoing training, telephone calls may be recorded and/or monitored by supervisory personnel.

**Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others.

**Section Headings.** Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

**Joint Accounts.** If more than one person signs the membership and services application for a Share Account or other type of deposit account, each account holder is considered an owner of the money and the Credit Union is authorized to accept any of the signatures on the application for deposits or withdrawals or the transaction of any business in relation to the account. You agree that any funds in that account, less setoffs as allowed by law for sums due the Credit Union by any party, may be paid upon request or order of any person signing that application whether any other applicants are living or not. Each signer appoints each other signer to be his or her irrevocable attorney: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds all without obligation to us to inquire into the source or application of funds. To induce us to act hereunder, each person signing the application jointly and singly agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney fees, except as may be limited by applicable law.

You are creating, and intend to create, a "joint tenancy with rights of survivorship," which means that after the death of an owner, the account and all remaining funds are owned by the surviving owner(s) in accordance with the account contract. You as the owners of the account agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part. Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on a loan. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement.

Further, if we receive written notice of a dispute between account owners, or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

Joint account owners established on any DCECU accounts will not have safe deposit box access or privileges, unless specifically appointed on the Safe Deposit Box Signature Card or as required by law. Access to safe deposit boxes will only be granted to the Renter, Co-Renter(s), Deputy(ies) or persons legally appointed to act on the Renter's behalf.

Except as modified in this Agreement, joint accounts shall be subject to and governed by PA 41 of the Public Acts of 1968, as amended, being MCLA 490.51, and commonly known as the Credit Union Multiple-Party Accounts Act.

**POD/Trust Account Designation.** A payable on death (POD) account or trust account designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship.

We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

**Accounts for Minors.** We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

**Children's Online Privacy Protection Act (COPPA).** With the exception of applying for membership, DCECU does not knowingly collect, nor is our web site designed or directed to use personal information from children under the age of 13 without containing verifiable consent from their parents in compliance with COPPA. DCECU does not collect information from such children to participate in online activities.

**Electronic Storage of Documents.** You agree that DCECU may, at its option, retain all documents pertaining to your share/deposit accounts or loans with DCECU in electronic format only. If retained electronically, the electronic copy shall be considered an original.

**Agency Designation on an Account.** An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to accept agency designations on any account or inquire about the use or purpose of any transaction made by the agent.

**Legal Process.** If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**Taxpayer Identification Numbers and Backup Withholding.** Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

**Special Account Instructions.** You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection.

**Inappropriate Transactions.** You understand that share/deposit accounts, loan accounts and all other services provided by DCECU are for personal use only. Use for any other purpose may result in refusal of service or account closure.

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or card service provider's rules may limit or prohibit certain transactions such as (but not limited to) those coded as gambling transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations / prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**Member Conduct.** Sanctions may be imposed on a member who engages in any type of verbal, nonverbal, or other unacceptable or abusive conduct while engaged in credit union business, on credit union property or at a credit union sponsored event. Sanctions may include denial of services, other actions as appropriate, or may result in expulsion from membership. A copy of the Member/Visitor Conduct Policy is available for review during regular business hours.

**Restrictions Required by Applicable Laws.** We will block, limit or otherwise restrict certain accounts or transactions when we believe in good faith that certain laws including but not limited to the Bank Secrecy Act, USA Patriot Act and Office of Foreign Assets Control Act require us to do so.

**Termination of Account.** We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

**Termination of Membership.** You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Michigan, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the jurisdiction of the Credit Union's main office.

## Regulation E Disclosures on Electronic Funds Transfers

### Consumer Accounts

Regulation E and the applicable disclosures described below, only apply to consumer (natural person) accounts. Regulation E and the following disclosures (excluding VISA®-specific disclosures) do not apply to Health Savings Accounts (HSAs) or trust accounts.

**Liability for Unauthorized Transfers.** Tell DCECU AT ONCE if you believe your ATM Card, ATM Personal Identification Number ("PIN"), VISA Check Card, VISA Check Card PIN, 1Call/PIN, Online Banking Password, and/or Mobile Banking Password (collectively "Access Device") has been lost or stolen, or if you believe that an electronic fund transfer has been without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft/Courtesy Pay limit/line of credit). If you tell DCECU within 2 Business Days after you learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Access Device without your permission.

If you do NOT tell DCECU within 2 Business Days after you learn of the loss or theft of your Access Device and DCECU can prove it could have stopped someone from using your Access Device without your permission if you had told DCECU, you could lose as much as \$500.

Also, if your periodic statement shows transfers that you did not make, including those made by card, code, or other means, tell DCECU at once. If you do not tell DCECU within 60 days after the statement was mailed/made available to you, you may not get back any money you lost after the 60 days if DCECU can prove that it could have stopped someone from taking the money if you had told DCECU in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling DCECU, it will extend the time periods.

**Contact in Event of Unauthorized Transfer.** If you believe that your Access Device has been lost or stolen, call:

(989) 835-7794 or (800) 835-7794, stop in to DCECU or write:

*Dow Chemical Employees' Credit Union*  
P.O. Box 1649  
Midland, MI 48641-1649

You should also call the number or write to the address listed above if you believe a transaction has been made without your permission.

**Business Days.** For purposes of these disclosures, DCECU's business days are Monday through Friday. Holidays are not included.

**Limitations on Use.** Any number of transactions may be affected through your use of one of the Access Devices. You may use your Access Device to:

- Withdraw cash from your checking or savings account.
- Make deposits to your checking or savings account.
- Transfer funds between your checking and savings account whenever you request.
- Pay for purchases at places that have agreed to accept the Access Device.
- Pay bills directly by telephone or through Online Banking and Mobile Banking from your checking or savings account in the amounts and on the days you request.

Some of these services may not be available at all terminals or through all Access Devices.

**Limitations on Frequency of Transfers.** The following limitations apply:

- You may only withdraw up to \$500 per day through the use of your ATM Card or VISA Check Card.
- When using the VISA Check Card at merchant locations as a credit/signature based transaction, you are subject to a one-day transaction limit of \$5,000.
- You cannot use your VISA Check Card to access your savings account to make point-of-sale purchases of goods or services at merchant locations.
- You may not make more than six (6) withdrawals from your savings account by means of preauthorized or automatic transfer or telephonic order, including through Online Banking/Mobile Banking or *ICall*, in any calendar month.
- Through Bill Pay offered through Online Banking, there is a minimum transaction limitation of \$1.00 and a maximum transaction limitation of \$25,000.
- Through Online Banking and Mobile Banking, you are limited to a total daily transfer of \$2,500 per calendar day when transferring funds from your accounts to another member at DCECU.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases.
- Pay bills.

You may also be authorizing the merchant or other payee to electronically debit your account for returned check fees

**Service Charges.** DCECU currently imposes no separate charges for the use of an Access Device or DCECU Automated Teller Machines ("ATMs").

**Confidentiality.** DCECU may disclose information about your account, or the transfers, transactions, or payments you perform to third parties and you hereby authorize those third parties to disclose similar information to DCECU:

- Where it is necessary for completing transfers or transactions;
- In order to verify the existence and condition of your Account for a third party such as, for example, a credit bureau, a merchant or another financial institution;
- Where required by a federal, state, or local law or regulation to do so;
- In response to a subpoena or are ordered by a court to do so;
- In the investigation or prosecution of alleged fraudulent activity concerning your Accounts;
- If you give DCECU your permission; or
- As may be otherwise authorized in other agreements with DCECU and as set forth in DCECU's Privacy Policy.

#### **Documentation.**

*Terminal Transfers.* You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or point-of-sale terminals.

*Preauthorized Credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call DCECU at (989) 835-7794 or (800) 835-7794 to find out whether or not the deposit has been made.

*Periodic Statements.* You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

#### **Preauthorized Payments.**

*Right to Stop Payment and Procedure for Doing So.* If you have told DCECU in advance to make regular payments out of your account, you can stop any of these payments by calling DCECU at (989) 835-7794 or (800) 835-7794, or writing DCECU at Dow Chemical Employees' Credit Union, P.O. Box 1649, Midland, MI 48641-1649, in time for DCECU to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to DCECU within 14 days after you call. DCECU will charge you \$20.00 for each stop-payment order you give.

*Notice of Varying Amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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 Preauthorized Transfer.* If you order DCECU to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Errors.** In case of errors or questions about electronic funds transfers from your account or if you need more information about a transfer on your periodic statement or transaction acknowledgement, telephone DCECU at (989) 835-7794 or (800) 835-7794, stop in to DCECU or write to DCECU, PO Box 1649, Midland, Michigan 48641-1649 as soon as you can. DCECU must hear from you no later than 60 days after it sent the FIRST statement on which the problem or error appeared.

1. Tell DCECU your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is in an error or why you need more information.
3. Tell DCECU the dollar amount of the suspected error.

If you contact DCECU, it may require that you send your complaint or question in writing within 10 Business Days.

DCECU will determine whether an error occurred within 10 Business Days after it hears from you and will correct any error promptly. If DCECU needs more time, however, it may take up to 45 days to investigate your complaint or question. If DCECU decides to do this, it will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes DCECU to complete its investigation. (If the error you assert is an unauthorized VISA Check Card transaction, other than a cash disbursement at an ATM, DCECU will credit your Account within five Business Days unless it determines that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 Business Days.) If DCECU asks you to put your complaint or question in writing and it does not receive the complaint in writing within 10 Business Days, DCECU may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, DCECU may take up to 90 days to investigate your complaint or question. For new accounts, DCECU may take up to 20 Business Days to credit your account for the amount you think is in error.

DCECU will tell you the results within three Business Days after completing its investigation. If DCECU decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that DCECU uses in its investigation.

**Liability of DCECU.** If DCECU does not complete a transfer to or from your Account on time or in the correct amount according to its agreement with you or in accordance with your Transfer Instructions, it will be liable for your losses or damages. However, there are some exceptions. DCECU shall incur no liability, if DCECU is unable to complete the payment in a timely manner because:

- Your account does not contain sufficient funds to complete the transaction;
- The transaction exceeds the limit of your overdraft protection options;
- If the ATM where you are making the transfer does not have enough cash;
- The payment processing center or ATM is not working properly and you knew or were advised about the problem before completing the transaction;

- You do not provide DCECU with correct Payee Account information, or the correct name, address, phone number, or account information for the Payee, or if a Payee does not process a payment correctly, or in a timely manner;
- If circumstances beyond DCECU's control (such as, but not limited to, telecommunication failure, fire, flood, or interference from an outside force) prevent or delay the transaction;
- DCECU has reason to believe the transaction is unauthorized by you; and/or
- There may be other exceptions stated in our agreement with you.

**ATM Fees.** When you use an ATM not owned by DCECU, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Regulatory Authority.** If you feel DCECU has violated the Michigan law with respect to the use of an Access Device, you may notify the following regulatory authority:

*Department of Insurance and Financial Services  
Consumer Services  
PO Box 30220  
Lansing, MI 48909-7720*

## Non-Consumer Accounts

**Additional Liability Provisions.** DCECU shall only be liable for its own negligence or misconduct and shall not be responsible for any loss or damage arising from or in connection with (a) any inaccuracy, act or failure to act on the part of any person not within its reasonable control or (b) any error, failure or delay in execution of any transfer resulting from circumstances beyond its reasonable control including, but not limited to, any inoperability of communication facilities, system delays in effecting account postings, or other operational delays. You agree to promptly examine all periodic statements accounts affected by transfers and any confirmations of transfers that DCECU or other financial institutions may send or make available to you, and to promptly notify DCECU of any discrepancy within thirty (30) days of receipt of any periodic statement or confirmation. DCECU shall not be liable for any loss or damage arising from or in connection with any transfer reflected on such periodic statement or confirmation.

In no event shall DCECU be liable for any consequential, incidental, special or indirect losses, damages (including dishonor of checks or other items), or expenses (including attorneys' fees) which you incur or suffer by reason of any agreement with DCECU provided hereunder, whether or not the likelihood of such losses or damages was known by DCECU.

## Funds Availability

### Regulation CC Disclosures

Our policy is to make funds deposited to your share draft/checking account available to you when permitted by Regulation CC guidelines. When available, you can withdraw the funds in cash and we will use the funds to pay checks or other items from your account.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and holidays (either DCECU-observed or Federal Reserve Bank-observed holidays). If you make a deposit in person before 5:30 p.m. on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after 5:30 p.m. or on a day that 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 on the first business day after the day of your deposit. Funds may not be available until the second business day after the day of deposit. However, the first \$200 of your deposits may be available on the first business day, depending on the type of account you are depositing into.

If your deposit is made directly to one of our employees, and 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 of 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 by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You re-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 communications or computer equipment.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks or other items you deposit that are returned to us unpaid and for any other problems involving your deposit.

**Holds on Other Funds (Check Cashing).** If we cash a check for you that is drawn on another financial institution, 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 had you deposited it.

**Holds on Other Funds (Other Accounts).** If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account will not be available for withdrawal until the time periods that are described elsewhere in this disclosure.

**Deposits at Automated Teller Machines.** It is the policy of Dow Chemical Employees' Credit Union that the first \$200 of any deposit (cash or checks/drafts) made at an automated teller machine (ATM) will be available to you immediately. The remainder of the funds will be available on the following business day after the day of deposit if no additional holds are involved. Funds may not be available until the second business day after the day of deposit or longer (refer to "Longer Delays May Apply").

## Checks Drawn on Foreign Banks

Checks drawn on non-United States financial institutions are not governed by Regulation CC. Dow Chemical Employees' Credit Union may not accept all foreign items, so please contact us for additional information. If foreign items are accepted for deposit, they may be sent for collection. Credit will not be given to you until the Credit Union has received credit from the institution the checks are drawn on. You are responsible for paying all fees the Credit Union incurs while processing these collection items. In some circumstances, checks drawn on a non-United States financial institution and payable in U.S. dollars may be accepted for deposit. In situations like this, we reserve the right to extend a hold on the item until we have received credit for the item.

# Uniform Commercial Code Article 4A

**Notice Regarding Outgoing Wire Transfers.** The Uniform Commercial Code, Article 4A, permits financial institutions to solely rely on account numbers and routing/transit (ABA) numbers for identification purposes in funds transfers. The receiving bank of such a transfer has no duty to verify the accuracy of these numbers.

If you request a wire transfer of funds which identifies a beneficiary, (the person to whom you are wiring the funds) by name and account or some other identification number, (such as taxpayer I.D. or driver's license number) the beneficiary may be paid on the basis of the account number provided to us by you, as the proper identification. This may be true even if the account number you provided to us identifies a person different from the named beneficiary.

In addition, if you give us a payment order which identifies the beneficiary's financial institution in the funds transfer by name and routing/transit, ABA or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you, as the proper identification. This may be true even if the number you provided identifies a financial institution that is different from the named financial institution.

Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

## Notice Regarding Credit Entries Transmitted Through the Automated Clearing House

**Provisional Payment.** Credit given by Dow Chemical Employees' Credit Union to you with respect to an automated clearing house (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Michigan as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## Account Fee Schedule

**The following fees and charges may be assessed against your Account:**

Non-Sufficient Funds Fee	\$20.00 (first three in a calendar year, no charge)
Courtesy Payment Fee	\$20.00
Check Copy Fee	\$2.00
Stop-Payment Order Fee	\$20.00
Returned Check (Deposited Item) Fee	
Domestic	\$5.00
Foreign	\$15.00
High Yield/Premium High Yield Withdrawal Fee	\$10.00 (first three per month, no charge)
Share Account Closing Fee	\$5.00 (within 90 days of opening)
Dormant Account Fee	\$5.00/month
Health Savings Account Termination Fee	\$5.00
VISA® Check/ATM Card Replacement Fee	\$3.00®
VISA® Foreign Transaction Fee	1.0% of transaction amount (with currency conversion) 0.8% of transaction amount (without currency conversion)
Bill Pay Fees	
Gift Check Fee	\$2.99
Donation Fee	\$1.99
RUSH Delivery Fee	Varies by delivery method selected
Wire Transfer Fees	
Outgoing: Domestic	\$25.00
Incoming: Foreign (SWIFT only)	\$15.00
Foreign Currency Services	
From US Dollar to Foreign Currency	\$12.00 or \$15.00
From Foreign Currency to US Dollar	\$9.00
Garnishment/Levy/Lien Processing Fee	\$25.00
Check Printing Fee	Varies
Money Order Fee	\$0.50 each
Account Balancing Fee	\$10.00 (first time, no charge)
Account Research Fee*	\$20.00/hour (minimum charge ¼ hour, \$5.00)
Account or Other Copy Fee*	\$0.20/page

**Automated Teller Machine (ATM) Transaction Fees**

**Automated Teller Machine (ATM) Transaction Fees**

The Credit Union currently imposes no separate charges for the use of your DCECU ATM Card or DCECU automated teller machines. However, the Credit Union reserves the right to implement and/or change the amount of service fees at any time. We will mail or deliver a written notice to you at least 21 days before the effective date of any change in fee amounts.

\*A research fee may be charged for information retrieval on your account. A copy fee may be charged for account information requested, including but not limited to statement and receipt copies. Research and copy fees associated with subpoenas or other legal requests for account information will be assessed in accordance with the maximum allowed by law.

Rev. 10.18.13



Federally insured by the National Credit Union Administration

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