



DuPont Memphis Plant Employees Credit Union

“All About Your Accounts”

Privacy
Terms and Conditions
Electronic Transfers
Truth in Savings

Revised 2-11-11



DuPont Memphis Plant Employees Credit Union
2521 Fite Road
Memphis, TN 38127
(901) 358-3796
www.dmpecu.com

YOUR PRIVACY IS IMPORTANT TO US

You provide important information about yourself to a variety of businesses and organizations. The same is true when you do business with our financial institution. You're asked to provide us with certain personal information that helps us give you better service and complete your transactions more effectively.

We work diligently to safeguard the information you give to us. In fact, we developed the following policies to ensure you confidentially and maintain your confidence in our institution. These policies detail the strict standards we have in place. These practices are followed by the Credit Union. For this reason we ask that you please read the following information carefully. If you have any questions after reading it, please contact us at (901) 358-3796.

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

FACTS	WHAT DOES DUPONT MEMPHIS PLANT EMPLOYEES CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> * Social Security number and income * Account balances and payment history * Credit history and credit scores <p>When you are no longer our Member, we continue to share information as described in this notice.</p>
HOW?	All financial companies need to share Member personal information to run their everyday business. In the section below, we list the reasons financial companies that DMPECU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does DMPECU share?	Can you limit this sharing?
For our everyday business purposes -such as to process your transactions, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus.	yes	no
For our marketing purposes -to offer our products and services to you.	yes	yes

For joint marketing with other financial institutions/companies.	n/a	n/a
For our affiliates' everyday business purposes-information about your transactions and experiences.	yes	no
For our affiliates to market to you.	no	n/a
For non-affiliates to market to you.	no	n/a

Who we are

Who is providing this notice?	DuPont Memphis Plant Employees Credit Union
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What we do

How does DMPECU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and building.
How does DMPECU collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> * Open an account or deposit money * Pay your payments or apply for a loan * Use your credit or debit card <p>We also collect your personal information for others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> * Sharing for affiliates' everyday business purposes-information about your creditworthiness * Affiliates from using your information to market to you * Sharing non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

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Definitions

Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT-This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances and fees if they are not included in this document. If you have questions, please call us.

This Agreement is subject to applicable federal laws and the law of the State of Tennessee (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you are entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we", "our" and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS-Our bylaws, which we may amend from time to time, establish basic rules about our Credit Union policies and operations which affect your account and

membership. You may obtain a copy of the Bylaws upon request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the Bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the Credit Union, after providing for required reserves.

LIABILITY-You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This included liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS-We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" in a business day we are open, or received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS-Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. WE may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act, We may refuse any withdrawal or transfer request which you attempt in forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the state limitations (if any) as your act of closing the account. We will use the date of the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION-These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account-is an account in the name of one person.

Joint Account-With Survivorship-is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account-No Survivorship-is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Revocable Trust or Pay-On-Death Account-if two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

STOP PAYMENTS-You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment request may be made only by the person who initiated the stop payment order. Our stop payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS-A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers

from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION-We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times, Notice from us to any one of you is notice to all of you.

STATEMENTS-You must examine your statement of account with "reasonable promptness". If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, incorrect payment amounts, or missing or incorrectly credited deposits, you must promptly notify us of the relevant facts. AS between you and us, if you fail to do either of these duties, you will have to bear the loss yourself unless you prove that we did not pay the item in good faith, the loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, incorrect payment amounts, missing or incorrectly credited deposits, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used good faith. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFER-This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS-If, in connection with a direct deposit plan, we may deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account t or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT-If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS-You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien". A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor our rights under a statutory lien apply to this account if (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

ADDITIONAL AUTHORIZED SIGNATORY (Individual Accounts only)-A single individual is the owner. The additional authorized signatory is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

RESTRICTIVE LEGENDS-We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00".

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 items 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 is there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good amount management. This will help you avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

PLEDGES- Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge

of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

ACH AND WIRE TRANSFERS-This agreement is subject to Article 4A of the Uniform Commercial Code-Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES-You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

ELECTRONIC DISCLOSURES, COMMUNICATIONS, STATEMENTS, AGREEMENTS AND NOTICES-You agree that we may provide all disclosures, statements, agreements, notices, amendments, revisions and other document electronically. For instance, if you apply for a service on our website, all agreements and disclosures may be made to you electronically. You will be able to download and/or print these disclosures, statements, agreements and notices through an appropriate electronic terminal and/or printer. You should review all such disclosures, statements, agreements and notices and keep them in a safe location. Further, you acknowledge and agree that by selecting an item or "clicking" on a "button" or similar act/action on our website or other electronic access service regarding any terms, disclosures, and agreements will constitute your acceptance, agreement and signature to such terms, disclosures and agreements as if actually signed by you in writing.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement. After providing this notice, additional negative

information may be submitted without providing another notice. **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.**

ELECTRONIC FUND TRANSFERS Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

EFT Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check or draft to an electronic fund transfer or to electronically pay a returned check or draft charge can occur when a merchant provides you with notice and you go forward with the transaction (typically at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check or draft as well as on a deposit slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).
- **Electronic check of draft conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking or share draft account using information from your check or draft to pay for purchases or pay bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check or draft is returned for insufficient funds.

Audioline Telephone Transfers-types of transfers-You may access your account by telephone 24 hours a day at _____ using your PIN, a touch tone phone and your account numbers to:

- Transfer funds from share draft to share savings
- Transfer funds from share savings to share draft
- Transfer funds from share savings to share savings
- Transfers funds from line of credit to share savings
- Transfer funds from line of credit to share draft
- Make payments from share draft to loan accounts with us
- Make payments from share savings to loan accounts with us
- Get information about:
 - The account balance of share draft account(s)
 - The last ACH deposits to share draft account(s)
 - The last draft withdrawals from share draft account(s)
 - The last debit withdrawals from share draft account(s)
 - The account balance of share savings account(s)
 - The last ACH deposits to share savings account(s)

ATM transfers-types of transfers, dollar limitations and charges-You may access your account(s) by ATM using your debit card and PIN to:

- Get cash withdrawals from share draft account(s) with a debit card
 - You may withdraw no more than \$200.00 per card per day
 - There is a \$1.00 charge per withdrawal in excess of six per month
- Get information about:
 - The account balance of your share draft account(s)

Some of these services may not be available at all terminals. Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of Debit Card Point-of-Sale Transactions-You may access your share draft account(s) to purchase goods (in person, by phone or by Internet), for services (in person, by phone or by Internet), get cash from a merchant, if the merchant permits, of from a participating financial institution, and do anything that a participating merchant will accept.

Types of ATM Card Point-of-Sale Transactions- You may access your share draft account(s) to purchase goods (in person) and pay for services (in person).

Point-of-Sale Transactions-dollar limitations-Using your card:

- You may not exceed \$200.00 in transactions per 24-hour period

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

Currency Conversion and International Transactions. When you use your debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA from the range of rates available in wholesale currency markets from the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. VISA USA charges a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is a 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online Banking Computer Transfers-types of transfers-You may access your account(s) by computer at www.dmpecu.cim using your account number, PIN and user ID to:

- Transfer funds from share draft to share draft
- Transfer funds from share draft to share savings
- Transfer funds from share savings to share draft
- Transfer funds from share savings to share savings
- Transfer funds from line of credit to share draft
- Transfer funds from line of credit to share savings
- Make payments from share draft to loan account(s) with us
- Make payments from share savings to loan account(s) with us
- Get information about:
 - The account balance of share draft account(s)
 - The account balance of share savings account(s)

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- During any statement cycle, you may not make more than six withdrawals or transfers from a regular shares account(s) to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephonic order or instruction, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

FEES

- We do not charge for direct deposits to any type of account
- We do not charge for preauthorized payments from any type of account

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, 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).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **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, the person or company making the deposit will tell you every time they send us the money.
- **Periodic statements.** You will get a monthly account statement from us for your share draft accounts. You will get a monthly account statement from us for your share savings account, unless there are no transfers in a particular month. In any case, you will get a statement quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - Call or write us at the telephone number or address listed in these Disclosures in time for us to receive your request 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 us within 14 days after you call.
 - Please refer to our separate fee schedule for the amount we will charge you 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 us to stop one of these payments 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.

FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer
- (2) If you have an overdraft line and the transfer would go over the credit limit
- (3) If the automated teller machine where you are making the transfer does not have enough cash
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
- (5) If circumstances beyond our control (such as fire, flood, etc) prevent the transfer, despite reasonable precautions that we have taken
- (6) There may be other exceptions state in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers, or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) in order to comply with government agency or court orders, or
- (4) as explained in the Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer Liability

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning us the nest way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.
 - i. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.
 - ii. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at

once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any more you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

1. if a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.
- *Additional Limit on Liability for Debit Card.* Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen debit card. This additional limit on liability does not apply to ATM transactions or to transactions using your PIN which are not processed by VISA.
- (b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call us write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) tell us your name and account number
- (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- (3) tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days for debit card point-of-sale transactions and 20 business days if the transfers involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for debit card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is an error, so that you will have the use of the money during the time it take us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account withy us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

DuPont Memphis Plant Employees Credit Union
2521 Fite Road
Memphis, TN 38127
Ph: (901) 358-3796
Fax: (901) 358-82585
Business Days: Mon-Fri
Except for DMPECU holidays

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

Please note, however, that as a result of an amendment to the Expedited Funds Availability Act (Reg CC), check-processing operations within the Federal Reserve System have been restructured. Effective February 27, 2010, there will only be a single check-processing region, which will result in checks no longer being considered non-local for purposes of Reg CC. A single check-processing region will subject some checks to faster funds availability schedules.

WHAT THIS MEANS FOR YOU:

As a result of these changes, all references to non-local checks as well as time periods related to non-local check deposits in your funds availability disclosures are no longer effective. Instead, checks that were once considered non-local and subject to longer hold times will now be considered local and subject to faster availability. Based on the current policy, the first \$200 from a deposit of local checks will be available on the first business day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. Please note that longer delays may apply due to certain safeguard and case-by-case exceptions. Please refer to the Expedited Funds Availability Policy found within this disclosure, on www.dmpecu.com and you can get one at our location at 2521 Fite Road, Memphis, TN 38127 during regular business hours.

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Share draft accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make fund from your cash and check deposits available to you on the first business days after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit,. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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

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

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

LONGER DELAYS MAY APPLY

Case-by-case delays and Safe Guard Exceptions. 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. Depending on the following circumstances funds may not be available until the fifth or seventh business day after the day of your deposit should an exception notice be provided. The first \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit to a share draft account available on the first business day we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. 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 on any one day
- you deposit a check that has been returned unpaid
- you have overdrawn your account repeatedly in the last six months
- there is an emergency, such as failure of computer or communications equipment
- we will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, federal, state and local government checks will be available on the second business day after the day of your deposit IF the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh (7) business day after the day of your deposit. If your deposit of these checks (other than US Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

TRUTH IN SAVINGS DISCLOSURE

PRIMARY SHARE ACCOUNT

Rate information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting:

Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period:

For this account type, 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. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

Minimum balance requirements:

The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information. You must maintain a minimum daily balance of \$300.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits:

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

During any statement period, you may not make more than six transfers to another credit union account of yours by means of telephone order or instruction.

Par value of a share:

The par value of a share in this account is \$25.00.

Fees and charges:

An excessive withdrawal fee of \$1.00 will be charged for each withdrawal in excess of six during a quarter.

SPECIAL SHARES ACCOUNT**Rate information:**

The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting:

Dividends will be compounded every day. Dividends will be credited to your account every quarter.

Dividend period:

For this account type, 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. The dividend declaration date is the last day of the dividend period, and for the example above is March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

You must maintain a daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits:

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise state in the Common Features Section.

CLUB ACCOUNT**Rate information:**

The dividend rate and annual percentage yield may change every quarter. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting:

Dividends will be compounded every day. Dividends will be credited to your account every quarter.

Dividend period:

For this account type, 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. The dividend declaration date is the last day of the dividend period, and for the example above is March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

You must maintain a daily balance of \$300.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits:

Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise state in the Common Features Section.

SHARE DRAFT ACCOUNT**Rate information:**

The dividend rate and annual percentage rate yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting:

Dividends will be compounded every day. Dividends will be credited to your account every month.

Dividend period:

For this account type, the dividend period is monthly, 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 January 31. All other dividends periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above it January 31. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation deposits:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits:

Dividends will begin to accrue on the business you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise state in the Common Features section.

ACCUMULATIVE IRA

Rate information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting:

Dividends will be compounded every day. Dividends will be credited to your account every quarter.

Dividend period:

For this account type, 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. The dividend declaration date is the last day of the dividend period, and for the example above is March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Minimum balance requirements:

No minimum balance requirements apply to this account.

Daily balance computation method:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits:

Dividends will begin to accrue on the business you place noncash items (for example, checks) to your account.

Transaction limitations:

No transaction limitations apply to this account unless otherwise state in the Common Features section.

CERTIFICATE OF DEPOSITS

Rate information:

The dividend rate and annual percentage yield may change every week. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting:

Dividends will be compounded quarterly. Dividends will be credited to your account upon maturity.

Dividend period:

For this account type, 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. The dividend declaration date is the last day of the dividend period, and for the example above is March 31.

Minimum balance requirements:

For 6 month certificates, the minimum balance requirement is \$250.00. For 12 month certificates, the minimum balance requirement is \$250.00.

Daily balance computation method:

Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits:

Dividends will begin to accrue on the business you place noncash items (for example, checks) to your account.

Transaction limitations:

The following transaction limitations apply to this account. Additional limitations are stated in the Common Features section.

Certificate of deposits are generally considered "non-transactional" accounts. You may take an early withdrawal with penalty on any certificate. Penalty: 91 days simple interest

on amount withdrawn, early withdrawal may invade principal. After 91 days on deposit, dividend will be paid at regular savings rate after penalty has been assessed.

COMMON FEATURES

Bylaw requirements:

You must complete payment of one share in your regular shares account as a condition of admission to membership.

Transaction limitation:

We reserve the right to at any time require not less than 60 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Reg D.

Nature of dividends:

Dividends are paid from current income and available earnings, after required transfers to reserves At the end of a dividend period. (This disclosure further explains the dividend feature of your non-term share account(s)).

National Credit Union Share Insurance Fund:

Member accounts in this credit union are federally insured by the NCUA.

Overdraft fee transaction categories:

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM withdrawal or other electronic means.

Please refer to our separate fee schedule for additional information about charges.

DUPONT MEMPHIS PLANT EMPLOYEES CREDIT UNION

2521 FITE ROAD
MEMPHIS, TN 38127
Ph: 901-358-3796
Fax: 901-358-8255
Office Hours
Mon, Tues, Thurs, Fri
8:45am-4:30pm
Wed
10:00 am-4:30 pm



Other important information