

terms and conditions



STOP BANKING.
belong
start belonging.

For those who expect more.

 **Dow Louisiana**
Federal Credit Union
www.dowlafcu.org

Terms and Conditions

Effective August 1, 2009



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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 any questions, please call us. This agreement is subject to applicable federal laws and the laws of the state of Louisiana (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 may be entitled or in which you may be interested.

By signing the membership agreements disclosure section and/or opening an account with DLFCU, you authorize Dow Louisiana Federal Credit Union to check your credit history including verification of information requested. Copies of your paycheck receipt may be required for certain services. Your agreement and signature also authorizes DLFCU to obtain information about you and to give credit information to others (see the attached Privacy Policy for details). A negative credit history may disqualify you from some services. All funds advanced to you will be subject to the terms and conditions of DLFCU's Credit Card, Electronic Banking, Checking, ATM and Debit Card agreements.

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," "us," and DLFCU mean Dow Louisiana Federal Credit Union 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.

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 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 includes 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 regular business hours 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 open business day.

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 endorse 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 on 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 stated limitations (if any) as your act of closing the account. We will use the date 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. We may require not less than 7 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 Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early 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 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 (And Not As Tenants In Common) - Is an account in the name of two or more persons. Each of you intends 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 (As Tenants In Common) - 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.

IDENTIFICATION OF ACCOUNT HOLDER - DLFCU requires that all new members present positive identification before opening an account. Verification of the member's name, address, date of birth and residency will be required. Some type of officially issued identification such as a Social Security number, driver's license or a taxpayer ID must be presented before becoming a member. A parent or legal guardian will be required to present proper identification for minors (under the age of 18) who wish to open an account.

OWNERSHIP OF CARDS - Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our discretion without demand or notice. You cannot transfer your card or account to another person.

HONORING THE CARD - Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

BUSINESS ACCOUNTS - Earnings in the form of interest, dividends or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity. For more detailed information, refer to DLFCU's Business Accounts Terms and Agreements.

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 check number 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. 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). You will be charged a fee (as per fee schedule) for each stop-payment order.

OVERDRAFT PROTECTION - We are not obligated to pay a presented item that exceeds your Checking, Share or deposit account balance. We may, however, pay the presented item and charge the amount of an overdraft (plus an overdraft fee) to any other share or deposit account from which you are entitled to withdraw funds.

Overdraft Protection - Overdraft Protection may be provided at the time you establish a Checking account. Unless you request otherwise, funds will be automatically transferred from your Line of Credit first (if you requested this in advance), then your Savings account to your Checking account, to cover presented items that exceed your Checking account balance, subject to the limitations of Regulation D, specified in other sections of this Agreement. If you would prefer that funds be transferred from another deposit account to cover overdrafts, you must request it in writing to DLFCU. A balance of \$5 must remain in your Share Savings Account at all times. Any funds in your Savings, Money Markets or Christmas Club Accounts may be transferred for Overdraft Protection with the exception of your \$5 account minimum. These transactions are limited by Regulation D requirements. We are not obligated to make any loan advances to the Checking account if the outstanding overdraft balance will exceed the established credit limit. In this case, you will be responsible for immediate repayment at the time DLFCU honors the presented item, unless you are enrolled in DLFCU's Courtesy Pay program.

Courtesy Pay - The Courtesy Pay Program is available to members who meet certain minimum credit requirements and have at least one of the following:

1. A Money Market Account
2. A Market Force Checking account
3. An Interest Bearing Checking account
4. Direct Deposit to any account
5. An account open for at least 2 years
6. Combined balance over \$5,000 in Deposits

Under the Courtesy Pay program, the Credit Union will advance the member the amount to pay a check returned for Non Sufficient Funds. The member is then allowed 30 days to repay the Credit Union. There will be a per item fee (\$ as per fee schedule) each time this service is used. The normal NSF fee (\$ as per fee schedule) will apply each time the Courtesy Pay service is used. DLFCU will allow a negative balance up to \$500. Checks that would take the member's balance below negative \$500.00 will be returned and charged the NSF fee. If a member also has Overdraft Protection, the designated "protection" accounts (such as a savings or money market) will be exhausted before the Courtesy Pay program takes effect.

Applicable Transactions - Courtesy Pay fees may be imposed when overdrafts are caused by the following transactions: Check (including payments made through Online Banking) Debit Card, and ACH payments.

Disclosure of Fees - The total amount of fees incurred by using the Courtesy Pay service will be disclosed on the member's monthly statement for both the statement period month and year-to-date.

Revocation of Service - DLFCU is not obligated to pay any item and may revoke the member's Courtesy Pay privileges at any time and for any reason without notification.

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 and 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 any term of this agreement. Rules governing changes in interest 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 also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. 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 or alterations, 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 either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). 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 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 ordinary care.

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 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 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.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe 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 set off, including any balance the due date for which we properly accelerate under the note. This right of setoff does not 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 only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer 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."

ACH AND WIRE TRANSFERS - DLFCU may give you credit for automated clearing house (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if DLFCU does not receive the final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry.

You agree to be bound by automated clearinghouse 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 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.

CREDIT REPORTS - In conjunction with establishment of any account(s) with us, you authorize us to obtain any credit reports we deem necessary. If an account is established and a credit report thereafter demonstrates derogatory credit existed at the time of application, you understand that we, at our option, may close your account(s). We may, at any time, request a Dunn & Bradstreet and/or a credit report from a consumer reporting agency in connection with your account(s). We may provide information about your transactions or experiences with you to any consumer reporting agency, or any third party who we reasonably believe is conducting legitimate credit inquiries, subject to all applicable financial privacy or other laws or regulations restricting such inquiries.

ELECTRONIC/DIGITAL SIGNATURES - Any contract, transaction, correspondence for which you provide an electronic signature has the same legal force and effect as your manual signature.

NOTICES - Any written notice you give to us is effective when it is actually received by us. 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 one account owner is considered notice to all owners of the account.

ACCOUNT RESTRICTIONS - You understand and agree that we will not monitor your account for any requested two party signature restriction and you do hereby hold us harmless for all loss and liability, whether direct or indirect, incurred by you for payment by us of any item or withdrawal of any sums based upon only one of the required signatures.

PROPER IDENTIFICATION - We require all signers who open an account to provide photo identification (Drivers License, school ID, etc.) or a certified United States Taxpayer Identification Number or validation as to exempt foreign status.

NCUA INSURANCE - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us and the ownership of

those accounts. (For example, if you have one individual account with us, it will be insured to \$250,000.) If you want additional information, you may ask us or contact the local office of the NCUA.

SUBSTITUTE CHECK POLICY

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to (amount, not lower than \$2,500) of your refund (plus interest if your account earns interest) within (number of days, not more than 10) business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (number of days, not more than 45) calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account. You must contact us within (number of days, not less than 40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check [and/or] the following information to help us identify the substitute check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

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.

Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

Preauthorized payments - You may make arrangements to pay certain recurring bills from your checking or savings account(s).

vPal Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at the telephone number provided by DLFCU using your personal identification number, a touch tone phone and your account numbers, to:

- transfer funds from checking to savings
- transfer funds from savings to checking
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about the account balance of checking or savings accounts

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your ATM card or VISA Debit Card and personal identification number, to:

- make deposits to checking or savings accounts with a Debit or ATM card at ATMs we own
- get cash withdrawals from checking account(s) with a Debit or ATM card
- get cash withdrawals from checking or savings account(s) with a Debit or ATM card*
- transfer funds from checking or savings account(s) with a Debit or ATM card*
- transfer funds from checking or savings account(s) with a Debit or ATM card*
- get information about the account balance of your checking or savings account(s)

*Members are not charged for the first 8 transactions per month they make at ATMs not owned by DLFCU. After that, there is a per transaction charge of (\$ as per fee schedule).

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

Types of Point-of-Sale Transactions (ATM Card) - You may access your checking account(s) to purchase goods (in person), pay for services (in person) and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Point-of-Sale Transactions - \$500 per day.

Types of VISA® Debit Card Point-of-Sale Transactions: You may access your share draft account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant if the merchant permits, or from a participating financial institution, and complete any transaction at a merchant that accepts credit cards as payment.

Point-of-Sale Transactions dollar limitations – There is no limitation in the amount of dollar transactions per day using a Debit card, provided you have funds available to cover the purchases.

Home Banking Computer Transfers – types of transfers and charges – You may access your account(s) through www.dowlafcu.org using your PIN (Personal ID Number) and password to:

1. transfer funds from share draft to share draft savings
2. transfer funds from share savings to share draft or share savings
3. make payments from checking or savings accounts to loan accounts with DLFCU
4. make payments from checking or savings accounts to third parties using the Bill Payer service. There may be a monthly charge for the Bill Payer service depending on your total household account balances (\$ as per fee schedule)
5. get balance information from each account, including DLFCU VISA® credit cards
6. get information on the last year's transactions to checking or savings account(s)

ATM Operator/Network Fees. When you use an ATM not owned by DLFCU, 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 without a fund transfer).

Foreign Transaction Currency Exchange Rate – A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

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.

DOCUMENTATION

Terminal transfers - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines 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, 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 checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transactions in a particular month. In any case, you will get a statement at least 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 this brochure 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. The stop payment order will cease if you fail to provide the requested written confirmation of an oral stop payment within 14 days. We will charge you for each stop-payment order you give (\$ as per fee schedule).
- 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 or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. If your payroll check was not deposited on time.
7. There may be other exceptions stated 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 3rd party, such as a creditor or merchant; or

3. in order to comply with government agency or court orders; or
4. if you give us written permission.

UNAUTHORIZED TRANSFERS

(a) Consumer liability - Tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best 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, you can lose no more than \$50 if someone used your card and/or code without your permission. (If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.) 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. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Additional Limit on Liability for VISA Check 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 VISA Check Card. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number, which are not processed by VISA, or to commercial cards.

(b) Contact in event of unauthorized transfer - If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at the telephone number or write us at the address listed in this brochure.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or 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 (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 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 tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, 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 VISA Check Card point-of-sale transaction and 20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. 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.

DOW LOUISIANA FEDERAL CREDIT UNION | PO BOX 738 PLAQUEMINE, LA 70765-0738

Business Days: Monday through Friday, 7:30am to 7:30pm and Saturdays 9am to 5pm (Excluding Federal Holidays)

Phone: (225) 353-8238; Toll-Free (888) 369-2207

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.

- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all accounts. Our policy for established members is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to draft against your account. 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 close of business on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM before 3:00 PM 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 at an ATM after 3:00 PM 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 collected 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 would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit 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 \$5000 on any one day.
- You redeposit 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.

TRUTH-IN-SAVINGS DISCLOSURES

SAVINGS ACCOUNTS

REGULAR SHARE (SAVINGS) ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 quarter. 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. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: The minimum deposit to open the account is \$5. No minimum deposit is required at the time of account opening if direct deposit or payroll deduction of at least \$5 is established. A minimum balance of \$100 per day is required to obtain the APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section. (See Regulation D limitations in the Common Features section)

Par Value of a Share: \$5.00

YOUTH SAVINGS ACCOUNT

(Available to members up to 17 years old)

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 quarter. 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. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: The minimum deposit to open the account is \$5. No minimum deposit is required at the time of account opening if direct deposit or payroll deduction of at least \$5 is established. A minimum balance of \$100 per day is required to obtain the APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

Transaction Limitations: No transaction limitations apply to this account unless otherwise stated in the Common Features section. (See Regulation D limitations in the Common Features section)

Par Value of a Share: \$5.00

CHRISTMAS CLUB ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 quarter. 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. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: A minimum balance of \$5 per day is required to obtain the APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

Accrual of Dividends on Non-cash Deposits: Dividends will begin to accrue on the business day you place non-cash items (i.e.; checks) to your account.

Transaction Limitations: You may not make any withdrawals or transfers to another credit union account or 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 more than three withdrawals are made from this account before the end of the club term, then this account may be closed. (See Regulation D limitations in the Common Features section)

IRA SAVINGS ACCOUNT

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 every month. 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 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 January 31.

Minimum Balance Requirements: The minimum balance required to open this account is \$100.00 or a completed direct transfer of IRA assets request. You must maintain a minimum daily balance of \$5.00 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 Non-cash Deposits: Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

Transaction limitations: You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, computer transfer, or telephonic order or instruction, or similar order to a third party.

CHECKING ACCOUNTS

REGULAR CHECKING ACCOUNT

Minimum Balance to Open the Account – You must deposit \$5.00 to open this account.

Minimum Balance Requirements – No minimum balance requirements apply to this account.

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

REWARDS CHECKING ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

Dividend Period: Dividends will be compounded every month and credited to your account on the last day of each month. If you close your share account before dividends are paid, you will not receive the accrued dividends. The dividend declaration date follows the ending date of a dividend period.

Balance Requirements: You must deposit a minimum of \$1,500.00 to open this account and a minimum balance of \$1,500.00 per day is required to avoid a fee.

Fees and Charges: If, during any statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a fee for that statement cycle (\$ as per fee schedule).

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

Transaction Limitations: No transaction limitations apply unless otherwise stated in the Common Features section.

Accrual of Interest on Non-cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

MARKET FORCE CHECKING & MARKET FORCE CHECKING PLUS ACCOUNTS

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. We may change the dividend rate for your account as determined by the Credit Union Board of Directors.

Dividend Period: Dividends will be compounded every month and credited to your account on the last day of each month. If you close your share account before dividends are paid, you will not receive the accrued dividends. The dividend declaration date follows the ending date of a dividend period.

Balance Requirements (MARKET FORCE CHECKING): You must deposit \$25,000 to open this account and maintain a minimum balance of \$25,000.00 per day is to avoid a fee and obtain the disclosed APY for the dividend period.

Balance Requirements (MARKET FORCE CHECKING PLUS): You must deposit \$50,000 to open this account and maintain a minimum balance of \$50,000.00 per day is to avoid a fee and obtain the disclosed APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

Transaction Limitations: No transaction limitations apply unless otherwise stated in the Common Features section.

Fees and charges: If, during any statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a fee for that statement cycle (\$ as per fee schedule).

Accrual of Interest on Non-cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

MONEY MARKET ACCOUNTS

STANDARD MONEY MARKET ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 on the last day of each month. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: The minimum deposit to open this account is \$1,000.00. A minimum balance of \$1,000.00 is required to avoid a fee and to obtain the APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

Transaction Limitations: Three withdrawals per statement cycle. You may perform unlimited transactions on this account in person at a branch. In compliance with Regulation D, six (6) electronic payment transactions are allowed each calendar month, up to three of which can be by personal check access. Other transfers through e-pal Online Banking, vPAL, electronic overdraft payments to a savings or checking account are limited to six per month.

Fees and charges: A fee (\$ as per fee schedule) will be assessed on accounts with a low balance. Failure to adhere to these regulatory guidelines will result in returned checks or declined transfers.

MARKET ADVANTAGE ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 on the last day of each month. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: The minimum deposit to this account is \$10,000. A minimum balance of \$10,000 is required to avoid a fee and to obtain the APY for the dividend period.

Transaction Limitations: Three withdrawals per statement cycle. You may perform unlimited transactions on this account in person at a branch. In compliance with Regulation D, six (6) electronic payment transactions are allowed each calendar month, up to three of which can be by personal check

access. Other transfers through e-pal Online Banking, vPAL , electronic overdraft payments to a savings or checking account are limited to six per month.

Fees and Charges: If, during any statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a fee (\$ as per fee schedule) for that statement cycle.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

PINNACLE SAVINGS ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 on the last day of each month. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: The minimum deposit to this account is \$25,000. A minimum balance of \$25,000 is required to avoid a fee and to obtain the APY for the dividend period.

Transaction Limitations: Six withdrawals per month. You may perform unlimited transactions on this account in person at a branch. In compliance with Regulation D, six (6) electronic payment transactions are allowed each calendar month, up to three of which can be by personal check access. Other transfers through e-pal Online Banking, vPAL, electronic overdraft payments to a savings or checking account are limited to six per month.

Fees and Charges: If, during any statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a fee (\$ as per fee schedule) for that statement cycle.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

PINNACLE PLUS SAVINGS ACCOUNT

Rate Information: The Dividend Rate and the Annual Percentage Yield (APY) may change every dividend period. 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 on the last day of each month. If you close your share account before dividends are paid, you will not receive the accrued dividends.

Balance Requirements: The minimum deposit to this account is \$50,000. A minimum balance of \$50,000 is required to avoid a fee and obtain the APY for the dividend period.

Transaction Limitations: Six withdrawals per month. You may perform unlimited transactions on this account in person at a branch. In compliance with Regulation D, six (6) electronic payment transactions are allowed each calendar month, up to three of which can be by personal check access. Other transfers through e-pal Online Banking, vPAL, electronic overdraft payments to a savings or checking account are limited to six per month, after which a fee (\$ as per fee schedule) will be assessed for each additional transaction.

Fees and Charges: If, during any statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a fee (\$ as per fee schedule) for that statement cycle.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. Dividends will begin to accrue from the date the account is initially opened.

SHARE CERTIFICATES

Compounding Frequency: Dividends may be compounded either monthly or quarterly, depending on the member's preference. When dividends are compounded monthly, the dividends will be paid on the last day of the month. When the dividends are compounded quarterly, the dividends will be paid on the last day of the quarter (March 31st, June 30th, September 30th, December 31st) of each calendar year.

Minimum Balance Requirements: A minimum balance of \$ _____ is required to open the account and a minimum average daily balance of \$ _____ is required to obtain the disclosed APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. For this account type, the dividend period is quarterly.

Accrual of dividends on non-cash deposits: Dividends will begin to accrue on the business day you place non-cash items (i.e.; checks) to your account.

Transaction Limitations: You may withdraw principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You cannot withdraw dividends before maturity.

Time Requirements: Your account will mature _____

Early Withdrawal Penalties: A penalty of (1) 90 days interest for terms under one year, or (2) 180 days interest for terms of more than one year, will be imposed if you withdraw funds before a Certificate of Deposit product matures. Should there not be sufficient interest accrued, the penalty will be taken against the principal balance. The IRS may assess additional penalties for early withdrawal from an IRA.

Withdrawal of dividends prior to maturity: The APY is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically Renewable Account: This account will automatically renew at maturity. You may prevent renewal if you notify us of your intention not to renew before maturity (or within the grace period mentioned below, if any) We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in an interest bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new Certificate of Deposit on the maturity date, which have the same term, minimum balance and other features as the original term share account. Periodically, DLFCU may restructure the terms and features of the CD accounts. When this occurs, the Credit Union will transfer your funds into the appropriate CD tier upon the maturity date of the deposit. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

FIXED RATE IRA (SHARE CERTIFICATE)

Compounding Frequency: Dividends may be compounded either monthly or quarterly, depending on the member's preference. When dividends are compounded monthly, the dividends will be paid on the last day of the month. When the dividends are compounded quarterly, the dividends will be paid on the last day of the quarter (March 31st, June 30th, September 30th, December 31st) of each calendar year.

Dividend Period: For this account type, the dividend period is _____.

Minimum Balance Requirements: A minimum balance of \$_____ is required to open the account and a minimum average daily balance of \$_____ is required to obtain the disclosed APY for the dividend period.

Average Daily Balance Computation Method: The average daily balance method will be used to compute dividends. This is done by adding the balance at the close of each day during the period in which the dividends are computed, then that total is divided by the number of days in the computation period. For this account type, the dividend period is quarterly.

Accrual of Dividends on Non-cash Deposits: Dividends will begin to accrue on the business day you place non-cash items (i.e.; checks) to your account.

Transaction Limitations: The minimum you can deposit is \$_____.

There are no limitations on the frequency or timing of additions, except that no additions can be made in the last seven days before maturity. You may deposit up to a maximum of \$_____ each year, according to Federal Regulations imposed on this type of account. You may withdraw principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You cannot withdraw dividends from your account before maturity.

Time Requirements: Your account will mature_____.

Early Withdrawal Penalties: A penalty of (1) 90 days interest for terms under one year, or (2) 180 days interest for terms of more than one year, will be imposed if you withdraw funds before a Certificate of Deposit product matures. Should there not be sufficient interest accrued, the penalty will be taken against the principal balance. The IRS may assess additional penalties for early withdrawal from an IRA.

Withdrawal of Dividends Prior to Maturity: The APY is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically Renewable Account: This account will automatically renew at maturity. You may prevent renewal if you notify us of your intention not to renew before maturity (or within the grace period mentioned below, if any) We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, your funds will be placed in an interest bearing account. Each renewal term will be the same as the original term, beginning on the maturity date. The dividend rate will be the same we offer on new Certificate of Deposit on the maturity date, which have the same term, minimum balance and other features as the original term share account. Periodically, DLFCU may restructure the terms and features of the CD accounts. When this occurs, the Credit Union will transfer your funds into the appropriate CD tier upon the maturity date of the deposit. You will have a grace period of ten calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

COMMON FEATURES

The following transaction limitations, if any, apply to your account.

Bylaw Requirements: If an account balance falls below \$100.00 and there is no account activity for 12 months, the account will be assessed a fee (\$ as per fee schedule) each month until the balance is \$0.

Transaction Limitation: We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account.

Regulation D: In compliance with Regulation D, regular savings and special savings accounts (i.e.; Christmas Club accounts, Money Market accounts) have unlimited access in person at a branch or ATM unless otherwise stated in their individual disclosures. However, payments from your savings account by check overdraft, debit point of sale overdraft, ACH payments, and transfers from savings or special savings accounts to checking accounts using e-pal Home Banking, our Call Center, pre-authorized automated transfers or vPAL transfers, are limited to FIVE (5) per month.

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 accounts)

National Credit Union Share Insurance Fund: Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

ONLINE BANKING/BILL PAYER AGREEMENT & DISCLOSURE

Introduction: This Agreement is the contract, which covers rights and responsibilities concerning Home Banking/Bill Payer E-Pal Services offered to you by Dow Louisiana Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit a Home Banking/Bill Payer E-Pal authorization form and any authorized users. The word "account" means any one or more accounts you have with the Credit Union.

By submitting the Home Banking/Bill Payer Service application or online authorization for the Home Banking/Bill Payer E-Pal Service, you agree to the following terms governing your and our rights and responsibilities concerning the Home Banking/Bill Payer E-Pal Service electronic funds transfer services. Electronic funds transfers ("EFTs") are electronically initiated transactions through Home Banking/Bill Payer E-Pal Service involving your deposit accounts.

Services: Upon approval, you may use your personal computer to access your accounts. You must use your member number along with your Personal Identification Number (PIN) to access your accounts. The Home Banking E-Pal Service is accessible seven days a week, 24 hours a day. However, from time to time, some or all of the Home Banking/Bill Payer E-Pal Services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Netscape Navigator or Microsoft Internet Explorer). The online address for the Home Banking/Bill Payer E-Pal Service is www.dowlafcu.org. You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Home Banking/Bill Payer E-Pal Service to:

- Transfer funds between your Savings, Checking & Money Market accounts.
- Transfer funds from your Checking and Savings account to a loan.
- Review account balance, and transaction history for Checking, Savings, Money Market, Time Share Certificate and IRA accounts.
- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate and balance information and past statements.
- Request withdrawals from any Saving, Checking or advances from a loan account by check mailed to you.
- Communicate with the Credit Union using the electronic mail (E-mail) feature.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

Service Limitations:

Transfers - You may make funds transfers to your other accounts as often as you like within the established CU rules. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your postal address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

Account Information - The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

E-Mail - You may use E-mail to communicate with us. E-mail, however, may not reach us immediately and the Credit Union can't act until the message has been received and has reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction, you should call the Credit Union at the telephone number listed in this brochure.

Personal Identification Number (PIN).

Initial Access - After you have successfully completed and submitted the Home Banking/Bill Payer E-Pal Service Registration Form you will be contacted by a Credit Union representative to initiate use of the services. To log on to Home Banking/Bill Payer E-Pal Service for the initial sign on, you must use your PIN (Personal Identification Number). After your initial sign-on, you may change your password at any time by selecting the appropriate function from the User Options menu within the Home Banking/Bill Payer E-Pal Service.

Security - The personal identification number or PIN that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the Home Banking/Bill Payer E-Pal Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

Authorization - If you authorize anyone to use your PIN in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of these PINs and the Credit Union suffers a loss as a result, we may terminate your participation in the service immediately.

Member Liability - You are responsible for all transfers you authorize using the Home Banking/Bill Payer E-Pal Services under this Agreement. If you permit other persons to use your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, if you believe anyone

has used your PIN and accessed your accounts without your authority, let us know at your earliest convenience. Calling the CU is the best way to minimize your potential loss. If you advise us within 2 business days, your loss will be limited to \$50. If you do not advise us within 2 business days after you learn of the unauthorized use of your account or PIN, and we can prove that we could have stopped someone from accessing your account without your permission you could be liable for up to a maximum of \$500.

Also, if your statement shows Home Banking/Bill Payer E-Pal Service transfers that you did not make, advise us at once. If you do not advise us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions.

If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the telephone number provided in this brochure or contact us electronically by sending an e-mail message through the Home Banking/Bill Payer E-Pal Service at www.dowlafcu.org, or write to:
DOW LOUISIANA FEDERAL CREDIT UNION | P.O. BOX 738 Plaquemine, LA 70765-0738

Business Days - Our business days are Monday through Friday, 7:30am to 7:30pm and Saturdays 9am to 5pm. Federal Holidays are not included.

Fees and Charges - There may be certain charges for Home Banking/Bill Payer E-Pal Services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. Bill Payer service is offered to the membership at a monthly cost (as per fee schedule)

Transaction Documentation - Transfers and withdrawals transacted through Home Banking/Bill Payer E-Pal Service will be recorded on your monthly account statement.

Account Information Disclosure - We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. However, we will disclose information to third parties about your account or the transfers you make under the following conditions.

- a. As necessary to complete transfers.
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.
- c. To comply with government agency or court orders.
- d. If you give us your express permission.

Liability Limits - 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. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we or the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Home Banking E-Pal Services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Home Banking E-Pal Services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have funds in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong PIN or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer transactions.
- c. If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process or other claim.
- f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- g. If your account is frozen because of a delinquent loan.
- h. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

Service Termination: You agree that we may terminate this Agreement and your Home Banking/Bill Payer E-Pal Services, if you, or any authorized user of your Home Banking/Bill Payer E-Pal Services or PIN breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or PIN or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

You or any other party to your account can terminate this Agreement by notifying us in writing or by E-mail. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Notices - The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we may send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing Credit Union accounts and any future changes to those regulations.

Statement Errors - In case of errors or questions about your Home Banking/Bill Payer E-Pal Service transactions, contact us by: telephone (888) 369-2207; send us an e-mail at dlfcu@dowlafcu.org; or write us at P.O. Box 738, Plaquemine, LA 70765. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

- a. Provide us your name and account number.
- b. Tell us the dollar amount of the suspected error.
- c. Describe the transaction you are concerned about, and explain as clearly as possible why you believe there is an error.

We will advise you of the result of our findings within 10 business days after receipt of your request. Any corrections, if required, will be made promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will advise you of the result of our findings within 20 business days. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question (90 calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will issue a provisional credit to your account within ten 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 to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not issue a provisional credit to your account.

If we decide after the investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of the investigation. If you request, we will provide copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

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.

DLFCU PRIVACY POLICY

Dow Louisiana Federal Credit Union recognizes that our relationship with our members is based on trust. We have an obligation to protect our members' privacy and to hold their personal information in the strictest confidence. In accordance with Privacy Regulations, DLFCU has adopted the following privacy policy:

- We collect non-public personal information from the following sources:
 - Information we receive from you on applications or other forms
 - Information about your transactions with us, our affiliates or others, and
 - Information we receive from a consumer reporting agency
- We may use this information for internal purposes, to process member requests, or to contact our members with additional information about the credit union and the services we offer.
- We do not disclose any non-public personal information about our members and former members to anyone, except as permitted by law.
- We restrict access to non-public personal information to those employees who need to know that information to provide products and services to our members. Our employees are trained in the importance of maintaining confidentiality and member privacy.
- We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard our members' non-public personal information.

Non-public personal information means information about you collected by DLFCU in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories and government records.

THE U.S. PATRIOT ACT & YOU

What is the U.S. Patriot Act?

The U.S. Patriot Act was enacted in 2001 in response to the 9/11 terrorist acts. The intent is for banks, credit unions and other financial institutions to verify the identity of all people who do business with them. It has become clear that terrorist groups have used our financial institutions to funnel money to commit crimes.

What information does DLFCU obtain and why?

To comply with the USA Patriot Act, Dow Louisiana Federal Credit Union is required to verify the identity of members applying for and opening new accounts or services with the credit union. Information we are required to obtain includes name, mailing and residence address, tax identification number, date of birth and a copy of a government issued photo ID. Additional information may also be gathered depending on the type of account applied for or opened. Identification and information on existing members will be gathered as they open or use additional services offered by the credit union. The Act requires us to maintain records of the identification verification and to periodically update this information. Confidentiality of the information gathered and used by the credit union will be maintained as required under the Privacy Act.

How does this affect me?

The Act was passed in an effort to improve public safety and should not directly affect most people. We will, of course, ask to verify your identification occasionally. This is a good safety precaution for you as a member regardless because of the increase of identify theft over the past several years.

What does DLFCU do with my identification?

We are required to keep proof that we have verified your identification. We will keep a record to show we are complying with the Patriot Act. Our member base is periodically checked against a list of known or suspected terrorists. This act should have little or no effect on law-abiding citizens.

We hope you'll understand the need for us to comply with the U.S. Patriot Act to help guarantee a more secure country, making certain our financial institutions are not inadvertently aiding people or groups who wish us harm.

EQUAL HOUSING LENDER NOTICE

Equal Housing Lender Notice of Nondiscrimination Compliance Under the federal fair housing act, it is illegal, on the basis of race, color, national origin, ethnicity, religion, sex, handicap, or familial status (having children under the age of 18), to: deny a loan for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or denying any loan secured by a dwelling; or discrimination in fixing the amount, interest rate, duration, application procedures or other terms or conditions of such a loan, or in appraising property.

If you believe you have been discriminated against, please send complaint to: Assistant Secretary for Fair Housing and Equal Opportunity Department of Housing and Urban Development, Washington, D.C. 20410, For: Processing under the Fair Housing Act and to National Credit Union Administration, Office of Examination and Insurance, 1775 Duke Street, Alexandria, VA 22314-3428, For: Processing under NCUA Regulations.



THIS CREDIT UNION IS FEDERALLY INSURED

The National Credit Union Administration (NCUA), a U.S. Government agency, federally insures all deposits in Dow Louisiana Federal Credit Union. The National Credit Union Share Insurance Fund insures deposits to at least \$250,000 for each account owner listed on an account. IRA deposits are insured separately up to \$250,000 for each account owner listed on an account. It is one of the strongest federal deposit insurance programs in the United States. For more information, please visit www.ncua.gov.

