



P.O. BOX 738 • PLAQUEMINE, LA • 70765  
 TOLL FREE: (888) 369-2207 • FAX: (225) 353-6387  
 www.dowlafcu.org • info@dowlafcu.org

## TERMS AND CONDITIONS OF YOUR BUSINESS ACCOUNT

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is an outline 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 the business and your credit history including verification of information requested. Copies of business financial statements 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 we agree otherwise by clearly indicating 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 even if you require multiple signatures on a withdrawal. 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 Disclosure for information about when you can withdraw funds you deposit. For those accounts for which our Funds Availability 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.

DLFCU may open business accounts for the following classifications:

<b>Corporation</b>	<b>Organization</b>	<b>Limited Liability</b>
<b>Partnership</b>	<b>Association</b>	<b>Limited Partnership</b>
<b>Sole Proprietor</b>	<b>Not For Profit</b>	<b>Other</b>

The authorized agents who sign the signature card are responsible for adhering to the guidelines of this agreement.

**IDENTIFICATION OF ACCOUNT HOLDER** - DLFCU requires that all new members present positive identification before opening an account. Verification of the business's information (including, but not limited to; legal name(s) and dba's, personal information of corporate officers, legal address of business, Tax ID number, and state licensing information if applicable) will be required. Some type of officially issued identification such as a Business License, social security number, driver's license or a taxpayer ID must be presented by an authorized agent of the business before the account is established. A parent or legal guardian will be required to present proper identification for minors (under the age of 18) who wish to open a business 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.

**BUSINESS ACCOUNT AGREEMENTS** - When the account opened is for a Corporation, Unincorporated Association, Partnership, Trust, or Sole Proprietorship, you agree that:

- (1) you are fully authorized to execute all documents in the capacity stated therein;
- (2) you have furnished all documents necessary to evidence such authority;
- (3) if the business is a Sole Proprietorship, you will inform us at least annually of any changes in your account information, including the name of the business owner, the physical address of the business, the home address of the business owner and the driver's license or personal identification card number issued to the business owner by the Department of Public Safety;
- (4) if the business is a Corporation or other legal entity, you will supply us with a copy of the certificate of incorporation or a comparable document and an assumed name certificate;
- (5) you will furnish any other documents in such form as we may request from time to time and are not required to recognize any resolution affecting the account that is not on our form;
- (6) we are not liable for, and you agree to hold us harmless from any unauthorized use of any VISA Debit Card or ATM Card in connection with business or corporate accounts, as well as any transactions performed via our Online Banking or MARS telephone system; and
- (7) if you use your personal account(s) for business purposes, we may convert the account to a business deposit account. We will notify you thirty days prior to any such conversion and you agree to execute all documents required by us due to such conversion.

**NECESSARY DOCUMENTATION TO ESTABLISH A BUSINESS ACCOUNT** – DLFCU requires a minimal amount of documentation before opening a business account, including:

- Certificate of Incorporation or comparable document (i.e.; Partnership Agreement, Article of Incorporation, etc.)
- A signed copy of DLFCU's Corporate Resolution (signed by the appropriate agents of the business, as outlined in the document)
- A signed copy of DLFCU's Business Account Card (signed by the appropriate agents of the business, as outlined in the document)
- Tax ID Number (Organizations such as a Church Club must obtain a Tax ID. Cannot use the Church's Tax ID)
- Proper ID and Social Security number of all account signees
- An Assumed Name Certificate if the company is doing business as another name
- If out of state charter, need Certificate of Authority to do Business in Louisiana

**ENDORSEMENTS** — DLFCU may accept for deposit any item last endorsed by you, whether such endorsement is written or stamped. It is important to properly endorse all deposited items because DLFCU may, in its discretion, refuse to accept for deposit (or refuse to cash for you over the counter) any item that is payable to another person or which DLFCU believes is not properly endorsed. DLFCU is authorized (but not obligated) to accept for deposit, and/or supply your endorsement on, any item payable to you that is missing your endorsement. To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, a prior endorsement or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

**IDENTIFICATION OF ACCOUNT** — It is important for you to clearly identify the account to which a deposit is to be made because you will be responsible for any loss or expense caused by incorrect or unclear account identification.

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed, contains the required number of signatures, and endorsed. DLFCU may accept, pay, certify or charge items in any order. DLFCU may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. If your account meets certain criteria, DLFCU can advance Commercial Account members the amount to pay a check returned for Non Sufficient Funds (refer to the "Courtesy Pay" section below for details).

#### **Other Check Deposits**

The delay for other check deposits depends on whether the check is a local or a non-local check. DLFCU's policy is to make funds from local and non-local checks available as follows.

- 1. Local checks.** The first \$100 from a deposit of local checks will be available on the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$5,000 on a Monday, \$100 of the deposit is available on Monday. The remaining \$4,900 is available on Wednesday.
- 2. Non-local checks.** The first \$100 from a deposit of non-local checks will be available on the day of your deposit. The remaining funds will be available on the fifth business day after the day of your deposit. For example, if you deposit a \$5,000 Non-local check on a Monday, \$100 of the deposit is available on Monday. The remaining \$4,900 is available on Monday of the following week.
- 3. Local and non-local checks.** If you deposit both categories of checks, \$100 from the checks will be available on the day of your deposit, not \$100 from each category of check. 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.

**NIGHT DEPOSITORIES** - The following provisions apply to each night depository maintained by DLFCU, and are available for use by our members. Use of any Night Depository by you, your employees or agents constitutes your acceptance of, and agreement to be bound by, these provisions.

#### **1. BAG CONTENTS**

Each Bag must be properly locked or sealed when placed in a Night Depository and shall contain only (a) money and other property to be deposited into one of your accounts at DLFCU (each, an "Account") together with a deposit ticket for such Account in duplicate showing the contents of the Bag, or (b) a coin or currency order with payment for such order ("cash order").

#### **2. BAG PROCESSING**

Each Night Depository will be opened in the presence of two tellers of DLFCU on the first business day (as defined in the Agreement) following the deposit of the Bag(s) into such Night Depository. Unless you clearly indicate that a Bag should be returned to you unopened, by marking any such Bag with the words "Do Not Open" or words of similar import, one of DLFCU's tellers will (i) open each Bag, (ii) check the contents thereof, (iii) arrange for a credit to the Account, as specified on the deposit ticket accompanying such contents, for the amount contained therein (as counted by such teller) and (iv) issue a receipt for such credit. A receipt issued for the deposited contents of a Canvas Bag will be enclosed in such Canvas Bag which will then be locked and held for pick up (together with any other unopened Bag(s)) by your authorized representative or designated courier. A receipt issued for the deposited contents of a Plastic Bag will be mailed to you at the address indicated on DLFCU's records, or held for pickup if you so indicate.

DLFCU will discard opened Plastic Bags after removing their contents. In the event that you do not fully complete a deposit slip included with any deposit or fail to include a deposit slip with any deposit, such deposit shall be considered a Blind Deposit. DLFCU will count and credit Blind Deposits in the same manner as described in this section. DLFCU's count of any Bag contents, including any Blind Deposit, and the amount of the resulting credit to the Account shall be final, conclusive and binding.

DLFCU will use its reasonable efforts to notify you of any discrepancy of at least \$25 between the amount of the deposit as counted by DLFCU's teller and the amount reflected on the deposit ticket, but DLFCU will not be responsible for, or incur any liability in connection with, its failure to notify or delay in notifying you. No deposit will be deemed to have been made until it is counted as described above and the Account has been credited thereof.

**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. Stop Payments may be requested by telephone or electronically by an authorized agent of the business who is listed on the signature card. The agent may be required to provide the check number, DLFCU business account number, tax ID number and/or the agent's social security number. Stop Payments made by telephone or electronically are subject to a 24 hour waiting period and a fee (as per fee schedule).

**OVERDRAFT PROTECTION** - Overdraft Protection may be provided at the time you establish a Business account. Unless you request otherwise, funds will be automatically transferred from your Savings first, then from any other Checking account you may have with DLFCU, to cover presented items that exceed your Checking account balance, (subject to the limitations of Regulation D, specified in the COMMON FEATURES section of this Agreement) and your account will be charged a transfer fee (as per fee schedule). If you would prefer that funds be transferred from another deposit account to cover overdrafts, you must request it in writing to DLFCU. You may specify a personal account from which funds may be withdrawn. A balance of \$5 must remain in your 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.

#### **Courtesy Pay**

The Courtesy Pay Program is available to Business Account members that have passed our credit criterion and 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. A combined balance over \$5,000 in Deposit Accounts

Under the Courtesy Pay program, the Credit Union will advance the Commercial Account members the amount to pay a check returned for Non Sufficient Funds. The Commercial Account 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 Commercial Account member's balance below negative \$500.00 will be returned and charged the NSF fee. If the Commercial Account 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. DLFCU may contact you in order to pay checks that might be returned. However, a call by a DLFCU representative does not guarantee a check could not be returned if there are insufficient, collected funds to cover the withdrawal amount(s).

**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** - 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. 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.

**BULK WIRE TRANSFERS AND WHOLESALE CREDIT TRANSACTIONS** - 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.

**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.

**THIRD PARTY SERVICE PROVIDERS** - Business Account members may have the option to utilize certain third party service providers for additional merchant services related to your Business Account. Members must adhere to the terms set forth in a separate agreement specific to each service (Point of Sale equipment, internet shopping carts, Gift Cards, ACH Services, etc.).

**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 \$100,000.) If you want additional information, you may ask us or contact the local office of the NCUA.

# 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).

**MARS (Member Audio Response System) 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 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 an ATM or Debit Card at ATMs we own
- get cash withdrawals from checking account(s) with an ATM or Debit Card (max withdraw of \$500.00 per day)
- \*transfer funds from checking or savings account(s) with an ATM or Debit Card
- \*transfer funds from share savings to share draft account(s) with an ATM or Debit card
- get information about the balance of checking or savings accounts

\*Members are not charged for the first 8 transactions per month they make at ATMs not owned by DLFCU. After that, there may a per transaction charge of (\$ as per fee schedule), depending on your total combined household balances. Some of these services may not be available at all terminals.

**Types of Point-of-Sale (ATM Transactions)** - 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 (ATM)** - dollar limitations - You may not exceed \$500 in transactions per day at ATMs.

**Types of VISA Check 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 (Debit Card)** - there is no limitation in the amount of dollar transactions per day, provided you have funds in your draft account to cover the purchases

**Home Banking Computer Transfers** - types of transfers and charges - You may access your account(s) through the internet at [www.dowlafcu.org](http://www.dowlafcu.org) using your user identification number and your 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 you 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 accounts

**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).

## 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 MEMBER SERVICES PO BOX 738

PLAQUEMINE, LA 70765-0738

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (225) 353-8238

**MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST**

## 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.
13. 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.
14. 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 statement applies to all accounts. Our general guideline 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 funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **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 \$5,000 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

## BUSINESS BUILDER ACCOUNT

**Earnings Credit:** This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, the excess earnings credit will be added back to the account.

**Earnings Credit Calculation:** The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily balance in the account for the period. At our discretion, the periodic earnings credit rate may change at any time. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

**Minimum balance requirements:** The minimum balance required to open this account is \$250.00. You must maintain a minimum daily balance of \$\_\_\_\_\_00 in your account to avoid a monthly service charge fee. If, during any monthly statement cycle, your account balance falls below the required minimum average monthly balance, your account will be subject to a monthly service charge fee for that monthly statement cycle. Refer to the Business Services fee schedule for applicable fee and minimum balance requirement.

**Accrual of earnings credit on non-cash deposits:** Earnings credit will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:** A per item fee will be charged for each check paid in excess of the designated limit during a monthly statement cycle. A monthly service charge fee will be assessed to your account at the end of the month if the balance falls below the minimum average daily balance. Refer to the Business Services fee schedule for other fees that may apply to this account.

## BUSINESS ADVANTAGE ACCOUNT

**Earnings Credit:** This account features an earnings credit which is applied to reduce or eliminate fees on the account. If the earnings credit exceeds the fees for any period, the excess earnings credit will be added back to the account.

**Earnings Credit Calculation:** The earnings credit will be calculated by applying the periodic earnings credit rate to the average daily balance in the account for the period. At our discretion, the periodic earnings credit rate may change at any time. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing by the number of days in the period. The period we use is the monthly statement cycle.

**Minimum balance requirements:** The minimum balance required to open this account is \$1,000.00. You must maintain a minimum daily balance of \$\_\_\_\_\_00 in your account to avoid a monthly service charge fee. If, during any monthly statement cycle, your account balance falls below the required minimum average monthly balance, your account will be subject to a monthly service charge fee for that monthly statement cycle. Refer to the Business Services fee schedule for applicable fee and minimum balance requirement.

**Accrual of earnings credit on non-cash deposits:** Earnings credit will begin to accrue on the business day you deposit non-cash items (for example, checks) to your account.

**Transaction limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Fees and charges:** A per item fee will be charged for each check paid in excess of the designated limit during a monthly statement cycle. A monthly service charge fee will be assessed to your account at the end of the month if the balance falls below the minimum average daily balance. Refer to the Business Services fee schedule for other fees that may apply to this account.

## 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)

## 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.

## 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 noncash deposits:** Dividends will begin to accrue on the business day you place noncash 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.

## INTEREST 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).

#### TYPES OF 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, MARS (Members Audio Response System, 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:** A fee of (\$ as per fee schedule) will be charged for each withdrawal over the allotted maximum withdrawals per cycle. A fee (\$ as per fee schedule) will be assessed on accounts with a low balance.

The current APY for this account is: \_\_\_\_\_%

##### 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:** There are no transaction limitations on this account.

**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.

The current APY for this account is: \_\_\_\_\_%

##### 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, MARS (Members Audio Response System, 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.

The current APY for this account is: \_\_\_\_\_%

##### 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, MARS (Members Audio Response System, 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.

The current APY for this account is: \_\_\_\_\_%

#### CERTIFICATES OF DEPOSIT

**Rate Information:** The Dividend Rate on your Certificate of Deposit is \_\_\_\_\_% and the Annual Percentage Yield (APY) is \_\_\_\_\_%. You will be paid this rate until first maturity.

**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:** 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 (CERTIFICATE OF DEPOSIT)**

**Rate Information:** The Dividend Rate on your term share account is \_\_\_\_\_% and the Annual Percentage Yield (APY) is \_\_\_\_\_%. You will be paid this rate until first maturity.

**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 MARS (Members Audio Response System) transfers, are limited to six (6) per month. Each transaction after the initial 6 will be assessed a fee (\$ as per fee schedule).

**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](http://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:

- a. Transfer funds between your Savings, Checking & Money Market accounts.
- b. Transfer funds from your Checking and Savings account to a loan.
- c. Review account balance, and transaction history for Checking, Savings, Money Market, Time Share Certificate, and IRA accounts
- d. Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information and past statements.
- e. Request withdrawals from any Saving, Checking, or advances from a loan account by check mailed to you.
- f. 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](http://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. 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 at the phone numbers; send us an e-mail; or write us at the address set forth in Section 5, as soon as you can. 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.

## VISA BUSINESS DEBIT CARD AGREEMENT AND DISCLOSURE

In this Agreement and Disclosure Statement (Agreement), the words "you" and "yours" mean each and all of those who agree to be bound by this Agreement; "Card" means the Visa Check Card and any duplicates, renewals, or substitutions the Credit Union issues to you; "Account" means the Checking Account designated on the application for your Card ("Accounts" may also refer to the Checking and Savings Accounts that you have designated for ATM purposes); "ATM" means any Automated Teller Machine; "Credit Union" means Dow Louisiana Federal Credit Union or anyone to whom the Credit Union transfers this Agreement; and "Transactions" means the use of the Card or the Account number on the Card, and a Personal Identification Number (PIN) when required, to perform a Transaction with the Card.

1. **ISSUANCE OF CARD:** The Credit Union has issued you a Card that can be used to access funds in your Account. The Credit Union will issue a PIN that must be used with the Card for Transactions that require use of a PIN. Please commit your PIN to memory. Do not reveal your PIN number to anyone else or keep your PIN and Card together.
2. **RESPONSIBILITY FOR TRANSACTIONS:** You are responsible for all Transactions you make with the Card or that you authorize another person to make with the Card. If the Account is a joint Account, all Transactions involving the Account are binding on all Account holders. Section 12 below tells you about your responsibility for unauthorized Transactions.
3. **USE OF THE CARD:** You may use the Card without the PIN to purchase goods or services at places that accept Visa cards. You may use the Card with the PIN to purchase goods or services at places that accept Point of Sale (POS) Transactions. You may use your Card to receive cash advances at financial institutions that accept Visa. You may use the Card and PIN to withdraw cash from your Accounts at ATMs. If you use an ATM that is not operated by us, you may be charged a fee by the operator of the ATM and/or by an automated transfer network. You may also order goods or services by mail or telephone from places that accept Visa cards. Some of these services may not be available at all locations. You may not use your Card for any illegal transactions.
- Use of the Card, the Account number on the Card, the PIN, or any combination of the three for payments, purchases, or to obtain cash from merchants, financial institutions, or others who honor Visa cards is an order by you for the withdrawal of the amount of the Transaction from your Checking Account. Each Transaction with the Card will be charged to your Checking Account on the date the Transaction is posted to your Account. Use of the Card is subject to the terms and conditions of your Account. Any future changes to your Account may affect your use of the Card.
4. **CHARGES FOR ATM TRANSACTIONS:** There is no charge for using your Card at the Dow Louisiana Federal Credit Union ATM. When using your Card at any other ATM you will be charged a fee each Transaction based on the current fee schedule. This fee is in addition to fees, if any, charged by the owner of the ATM.
5. **LOST OR STOLEN CARD:** If your Card has been lost or stolen, notify the Credit Union immediately (during business hours M-F) (225) 353-8238, long distance calls (888) 369-2207, after hours please call (800) 682-6075.
6. **OVERDRAFTS:** The Credit Union must honor authorized Transactions that will overdraw your account. If your Account is brought into the negative, a fee for each overdrawn transaction will be assessed based on the current fee schedule.
7. **LIMITATIONS ON DOLLAR AMOUNT AND FREQUENCY OF TRANSACTIONS:** You are limited to the available balance in your Account. You may access your available balance either for purchases or at an ATM. Some purchases require a longer processing time and may not post to your Account the same day that you make them. You must record these in your checkbook register in order to have the most current available balance in your Account.
8. **RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS:** You have the option to receive a receipt at the time you make any transaction using your Card. You will be sent a monthly Account statement showing the Transactions made with the Card. Sales or cash advance drafts for those Transactions will not be returned with the statement. You will retain the copies of such drafts that were furnished at the time of the Transaction and use them to verify the accuracy of the statement. It is very important that you regularly check your Account statement for errors, discrepancies, or improper Transactions. Photocopies of drafts will be furnished on request for a charge based on the current fee schedule.
9. **BUSINESS DAYS:** The Credit Union is open Monday through Friday, excluding legal holidays.
10. **RETURNS:** Merchants and others who honor the Card may provide an option for Account credit on returns or adjustments. The Credit Union has no authority to require a merchant to provide you an Account credit, and you are bound by the merchant's return policy. If an Account credit is provided, they will do so by initiating a credit to your Account based on the Card used for the initial purchase. Some credits require processing time and may not reflect in your Account the same day they are initiated.
11. **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** The Credit Union will not disclose information to third parties about your Account or the Transactions you make unless: (1) when it is necessary for completing Transactions; (2) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or, (4) if you give us your written permission.
12. **LIABILITY FOR UNAUTHORIZED TRANSACTIONS:** For Visa Transactions, you have no liability for unauthorized use. For Pulse Transactions, your maximum liability is \$200. However, if you believe your Account has unauthorized transactions, it is Your responsibility to notify the Credit Union within two (2) billing cycles from when the unauthorized transactions originally occurred. Failure to report unauthorized transactions in a timely manner may result in forfeiture of Your rights to be reimbursed for unauthorized use.
13. **STOP PAYMENT WAIVER:** You waive the right to stop payment on any draft issued against your Account, which has been properly guaranteed.
14. **MERCHANT DISPUTE:** The Credit Union is subject to claims and defenses (other than tort claims) arising out of goods or services you purchase with the Card if you have made a good faith attempt, but have been unable to obtain satisfaction from the merchant or service provider, and (a) your purchase was made in response to an advertisement the Credit Union sent or participated in sending to you; or (b) your purchase cost more than \$50 and was made in your state or within 100 miles of your home.
15. **REFUSAL TO HONOR CARD:** The Credit Union is not liable for the refusal or inability of any electronic terminal to honor the Card or to complete a withdrawal from your Account, or for their retention of the Card. The Credit Union is also not responsible for the refusal of any merchant or financial institution to honor the Card or for their retention of the Card.
16. **LIABILITY FOR FAILURE TO MAKE TRANSACTIONS:** If the Credit Union does not complete a Transaction on your Account on time or for the correct amount according to the Credit Union's Agreement with you, the Credit Union will be liable for losses not to exceed the amount of the transaction. However, there are some exceptions.

The Credit Union will NOT be liable under the following circumstances:

- a. If, through no fault of the Credit Union, you do not have enough money in your Account to make the withdrawal;
- b. If the ATM where you are making the Transaction does not have enough cash;
- c. If the ATM was not working properly and you knew about the breakdown when you started the Transaction;
- d. If circumstances beyond our control (such as fire, flood, or other acts of God) prevent the Transaction, despite reasonable precautions that we have taken;
- e. If the Credit Union does not receive the necessary transfer data or if the data we receive is erroneous or incomplete;
- f. If your Account is subject to legal process or other claim;
- g. If the Credit Union has reason to believe a transaction is not being initiated by You (for example, that your Card has been stolen);
- h. Or as otherwise provided in regulations of the Board of Governors of the Federal Reserve System.
- i. For preauthorized Transactions, if through no fault of the Credit Union, the payment information for preauthorized transfers is not received.

17. **RULES OF THE ACCOUNT:** All Transactions covered by the Agreement are also subject to all rules and agreements that govern the Account being debited or credited in connection with a Transaction, except as modified by this Agreement.
18. **FOREIGN TRANSACTIONS:** Transactions that are initiated in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion rate to dollars will be made in accordance with the operating regulations for international Transactions published by Visa International, Inc., through whose facilities such Transactions are handled.
19. **EFFECT OF AGREEMENT:** Even though sales, cash advances, or other slips that you sign or receive when using the Card or the Account number on the Card may contain different terms, this Agreement is the sole Agreement that applies to all Transactions involving the Card.
20. **ADDITIONAL BENEFITS/CARD ENHANCEMENTS:** The Credit Union may from time to time offer additional services for your Account. Some may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.
21. **CHANGE IN TERMS:** The Credit Union may amend this Agreement from time to time by giving you written notice.
22. **TERMINATION OF ACCOUNT:** The Credit Union reserves the right to cancel your Card at any time without notice. You may also cancel your Card at any time. The Card remains the property of the Credit Union. If either you or the Credit Union cancels your Card, you agree to return the Card to the Credit Union or destroy it upon the Credit Union's request.
23. **NO WAIVER:** The Credit Union can delay enforcing any of its rights under this Agreement and the law, any number of times, without losing those rights.
24. **STATEMENT AND NOTICES:** Statements and notices will be mailed to you at the most recent address you have given the Credit Union. Notice sent to any joint Account owner will be considered notice to all.
25. **GENERAL:** To the extent permitted by law, you agree to pay reasonable cost, including attorneys' fees, in the event the Credit Union sues you to enforce this Agreement. This Agreement is binding upon your heirs, personal representatives, and successors and, if more than one, jointly and severally.
26. **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.
27. **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.
28. **SIGNATURES:** By signing in the Signature area of the application form, or by using the Card, you agree to the terms of this Agreement. Retain this disclosure for your records.

### **ERROR RESOLUTION NOTICE**

#### **In Case of Errors or Questions About Your Card:**

Telephone us at (225) 353-8238 or (888) 369-2207 or write to: Dow Louisiana Federal Credit Union, P.O. Box 738, Plaquemine, LA 70765-0738 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than sixty, (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 Transaction you are unsure about, and explain as clearly as you can why you believe it is in 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 ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your Account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your Account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **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 nonpublic 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 nonpublic personal information about our members and former members to anyone, except as permitted by law.

We restrict access to nonpublic 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' nonpublic personal information.

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

### **IMPORTANT CONTACT INFORMATION**

**CALL TOLL FREE  
(888) 369-2207**

PLAQUEMINE FINANCIAL RESOURCE CENTER  
Physical Address: 21925 Highway 1, South Plaquemine, La. 70764  
FAX: (225) 353-6387

BATON ROUGE FINANCIAL RESOURCE CENTER  
Physical Address: 6725 Seigen Lane Baton Rouge, La.  
FAX: (225) 293-7790

GONZALES FINANCIAL RESOURCE CENTER  
Physical Address: 1051 Airline Hwy Gonzales, La.  
FAX: (225) 647-1225