

Dawson Co-op Credit Union Online Banking Access Agreement April 2014

This Online Access Agreement ("Access Agreement") for accessing your Dawson Co-op Credit Union (DCCU) accounts through DCCU Online Banking explains the terms and conditions governing the Online banking services and bill pay offered through DCCU Online Banking. By using the DCCU Online Banking Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Minnesota. The terms "we," "us," "our," "Dawson Co-op Credit Union," "DCCU," and "Credit Union" refer to Dawson Co-op Credit Union. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. DCCU Online Banking can be used to access DCCU accounts. Each of your accounts at DCCU is also governed by the applicable account disclosure statement ("Membership Agreement").

Accessing Your DCCU Accounts through DCCU Online Banking

Required Equipment

In order to use the Internet Banking Service, you need a computer, or a supported mobile device (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a web browser, a member number, and will utilize a PIN (Personal Identification Number) or password. This service supports iPhone®, Android™, iPad® and certain other devices as designated by our Internet Banking Service Provider.

Browser Compatibility

To the best of our ability, versions of each browser documented below are supported:

Windows® (Windows 7, Vista® and Windows XP operating systems)

- Windows Internet Explorer (version 8.0+)
- Mozilla® Firefox® (all versions)
- Safari® (version 3.0+)
- Google® Chrome (version 4.0+)

Mac OS®

- Safari® (version 3.0+)
- Windows Internet Explorer (version 7.0+)
- Mozilla Firefox® (all versions)
- Google® Chrome® (version 4.0+)

The following **are not supported**:

- AOL®
- Konqueror
- MSN®TV
- Omni/Web
- iCab
- Netscape Navigator
- Linux
- Lynx
- Opera

As browsers are updated over time, older versions may not function effectively for DCCU Internet Services. It is your responsibility to upgrade your browser, when it becomes apparent it is needed, to ensure that you can continue to access Internet Banking. You should also understand that use of a current browser with vendor recommended security patches is considered a best security practice.

You are responsible for the installation, maintenance, and operation of your Computer, browser and the software. DCCU is not responsible for any errors or failures from any malfunction of your Computer, the browser or the software. DCCU is also not responsible for any Computer virus or related problems that may be associated with the use of an online system.

Fees

There are no monthly or transaction fees for accessing your account(s) through DCCU Online Banking. Check Stop Pay and Check Withdrawal requests will be accessed a fee as disclosed on current Fee Schedule. Current Fee Schedule can be accessed via website: www.dawsonco-opcu.com/member-services/tools/fee-schedule/

New Services

DCCU may, from time to time, introduce new Online/Mobile services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

Benefits of Using DCCU Online Banking

With DCCU Online Banking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use DCCU Online Banking to:

View account balances and review transaction history.

Transfer money between accounts. (As noted in the "Membership Agreement").

Pay bills to any merchant, institution or individual.

Terms and Conditions

The first time you access your DCCU accounts through DCCU Online Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

Your Online Password/PIN

You will select an Online Password or PIN that will give you access to your DCCU accounts for DCCU Online Banking access during the Self Enrollment process. This password/PIN can be changed within DCCU Online Banking using the Options tab and selecting Security Settings. We recommend that you change your password regularly. DCCU will act on instructions received under your password. For security purposes, it is recommended that you memorize this Online password/PIN and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

Payment Account

Although there are no fees for accessing your accounts through DCCU Online Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify DCCU and identify a new payment account for the selected services. Additionally, if you close all DCCU accounts, you must notify DCCU to cancel the DCCU Online Banking services.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, DCCU Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call DCCU Dawson Branch at **320-769-2908 or 1-800-276-0025**, or Renville Branch at **320-329-3152 or 1-866-529-4623**.

If you do not access your DCCU accounts through DCCU Online Banking for any (1) one year period, DCCU reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

If you wish to cancel any of the DCCU Online Banking services offered through DCCU Online Banking, please contact DCCU Dawson Branch at **320-769-2908 or 1-800-276-0025** or Renville Branch at **320-329-3152 or 1-866-529-4623** or by mail to DCCU PO Box 1002, Dawson, MN 56232.

Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, DCCU, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft 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, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, DCCU Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through DCCU Online Banking may result in an overdraft of your account and may, at DCCU's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

Hours of Accessibility

You can access your DCCU accounts through DCCU Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of DCCU Online Banking may not be available due to system maintenance.

Online Account Access Functions and Limitations of Transfers

You may use Online Banking to (a) transfer funds between your accounts; (b) obtain account balances; (c) obtain history and transaction information on your accounts; and (d) obtain loan account balance information. These features are limited to the extent, and subject to the terms, noted below.

- i. Your ability to transfer funds between certain accounts is limited by federal law and the Membership Agreement. Transfers made using the Internet Banking Service are counted against the permissible number of transfers described in the Truth In Savings Disclosure.
- ii. There may be at least a one-business-day delay in transferring funds between your accounts. Except as provided in this Agreement, all Internet Banking transaction instructions received by 4:30 p.m. CST will be completed that business day. Any instruction received after 4:30 p.m. CST may be completed the next business day.

Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Truth In Savings Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Check Stop Pay

On the terms hereinafter set out, the account holder instructs Dawson Co-op Credit Union to stop payment on the transaction submitted. The stop payment order shall remain in effect for six months. A charge, as reflected in the current Fee Schedule, will be assessed to the account holder as payment for implementing this order.

By directing Dawson Co-op Credit Union to stop payment on a requested transaction, the account holder agrees to hold the Financial Institution harmless against any and all loss, claims, damages, and costs, including court costs and attorney's fees, that Dawson Co-op Credit Union may suffer or incur by reason of non-payment of the submitted transaction if presented prior to withdrawal of these instructions or expiration thereof.

The account holder understands that the stop payment request must be received at least three (3) business days before a scheduled debit or in time to give Dawson Co-op Credit Union time to act upon it. The account holder also understands that it is necessary to provide the correct information related to the transaction and that failure to do so may result in the payment of the items. The account holder agrees to hold harmless and indemnify the Dawson Co-op Credit Union for all expenses, costs, and damages incurred by payment of the requested stop pay item if such payment is the result of failure of the account holder to meet the time requirements noted above, or if such payment is the result of failure of the account holder to furnish any item of information requested, completely, accurately and correctly. Member further states that the debit transaction was not originated with fraudulent intent by self or any person acting in concert with self, and that the entry of pin/password and/or "Submit" serves as authorization and certifies under penalty of perjury that the foregoing is true and correct.

Check Withdrawal

A check withdrawal is a request to withdraw a specific amount of money from your account. For security reasons the check will be mailed to the address on record at Dawson Co-op Credit Union. Following selection of account and amount to debit for check, click Submit. You will be asked to verify the information entered. **Note:** *the system automatically assumes that the last two digits entered are cents and places a decimal point before them.* The entry of pin/password and/or "Submit" serves as authorization, verification the information is correct and acknowledgement that a charge, as reflected in the current Fee Schedule, will be assessed to the account holder as payment for implementing this order. If your request is made during normal business hours, we will process your request the same business day. If a check does not arrive within a reasonable amount of time, contact DCCU.

Bill Pay Service Using the Service

The DCCU Online Banking Payment Service allows you to schedule bill payments through DCCU Online Banking. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your DCCU checking accounts, with the exception of small business accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of DCCU Online Banking. We are unable to process any payment of taxes or court-directed payments through DCCU Online Banking Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through DCCU Online Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When DCCU Online Banking receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive on or before the DELIVER BY day designated by you. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of DCCU Online Banking, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled so the DELIVER BY date is on or before the actual due date, not the late date. If you properly follow the procedures described herein, and DCCU Online Banking fails to deliver a payment on the scheduled payment date, DCCU Online Banking will bear the responsibility for late charges. In any other event, including, but not limited to, choosing a DELIVER BY date on or before actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

DCCU Online Banking will use its best efforts to process all your payments properly. However, DCCU Online Banking shall incur no liability if it is unable to complete any payments initiated by you through DCCU Online Banking payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The DCCU Online Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided DCCU Online Banking with the correct names or account information for those persons or entities to whom you wish to direct payment.

4. Circumstances beyond the DCCU Online Banking's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, DCCU Online Banking has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 PM (Central Time), on the SEND BY DATE, by using the CANCEL function on the DCCU Online Banking "Pending Payment" screen.

DCCU reserves the right to terminate your use of DCCU Online Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel DCCU Online Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using DCCU Online Banking or calling DCCU Dawson Branch at **320-769-2908 or 800-276-0025** or Renville Branch at **320-329-3152 or 1-866-529-4623**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

Bill Pay Fees

The monthly fee for DCCU Online Banking payment services is **\$0.00**. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made out of that account, or any other account linked to DCCU Online Banking payment services.

Additionally, you agree to pay any special charges in effect as announced by the Credit Union from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Credit Union will deduct the fee from any other checking account linked to DCCU Online Banking (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting DCCU once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

General Terms

Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement.

However, when changes are made to any fees or charges, we will notify you by sending a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Membership Agreement.

Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Credit Union may also provide information about your account(s) to persons or companies the Credit Union believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, the Credit Union routinely

informs a credit bureau when accounts are closed by the Credit Union because they were not handled properly. The Credit Union may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

Disclosure of Account Information to Third Parties

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

When it is necessary to complete the transfers;

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

In order to comply with a government agency or court orders; or

If you give us written permission.

Questions or Error Correction on DCCU Online Banking Transactions

In case of questions or errors about DCCU Online Banking funds transfers through DCCU Online Banking involving your account, here is what you should do:

Contact **DCCU Renville Branch**

Fax **DCCU Renville Branch** at 320-329-8108

Telephone **DCCU Renville Branch** at **320-329-3152 or 866-529-4623**

Write **DCCU Renville Branch** at **PO Box 585, Renville, MN 56284**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record

We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

Tell us your name and account number

Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.

Tell us the dollar amount of the suspected error.

For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your DCCU 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 a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone you allow, commits any fraud or violates any law or regulation.

6. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
7. If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
8. If you have not properly followed the instructions for using DCCU Online Banking.
9. If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Member Agreement and Disclosures, the Credit Union's rules and regulations, the rules and regulations of any funds transfer system to which the Credit Union belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. DCCU Reserves the Right to terminate this Agreement - The Credit Union reserves the right to terminate this Agreement and your access to DCCU Online Banking, in whole or in part, at any time without prior notice.

Protecting Your Account

Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call DCCU Dawson Branch at **320-769-2908 or 800-276-0025** or Renville Branch **320-329-3152 or 1-866-529-4623**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to DCCU Online Banking should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online/Mobile password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify DCCU at once - Dawson Branch **320-769-2908 or 800-276-0025** or Renville Branch **320-3129-3152 or 1-866-529-4623**.

Unauthorized Transactions in Your DCCU Accounts

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call DCCU Dawson Branch at **320-769-2908 or 800-276-0025** or Renville Branch at **320-329-3152 or 1-866-529-4623**, or write **DCCU Dawson Branch, PO Box 1002, Dawson, MN 56232 or DCCU Renville Branch, PO Box 585, Renville, MN 56284**. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

eStatements

You have the right to receive paper copies of your periodic statements for your accounts. By reading the disclosures and clicking the "Accept eStatements" button, you are requesting that we make periodic statements available for our accounts in electronic form rather than in paper form.

By clicking on the "Accept eStatements" button, you agree that you have read and consent and agree to each of the statements below:

- You elect to receive your Dawson Co-op Credit Union account periodic statement in an electronic format. When you make this election, your paper statements will no longer be sent to you (at our option). At any time, you may choose to discontinue receiving electronic statements and return to receiving paper statements in the mail by returning to the eStatements tab and selecting the e-Statements Opt-Out.
- Additional communications relating to your account with us may be provided to you on your electronic statements or through traditional (paper) methods (at our option).
- You will provide us with and maintain in our records a valid and functional e-mail address through which we may contact you regarding your periodic statements. In order to update your e-mail address please contact Dawson Co-op Credit Union at the telephone number or U.S. Mail or e-mail address listed below. It is your responsibility to contact Dawson Co-op Credit Union in this manner to maintain a valid and active e-mail address on our records in order to receive communication from us regarding your periodic statements. Please note the e-mail address you may set up in internet banking for alerts is not the e-mail address used by Dawson Co-op Credit Union to send your periodic statements and other Dawson Co-op Credit Union disclosures and documents to you. The address set up in Alerts is used only for the limited purpose of sending Alerts.
- If a paper statement for your account is needed, you may:
 1. Used the PDF download option within online banking, or
 2. Contact a member service representative at Dawson Co-op Credit Union at the telephone number or U.S. Mail or e-mail address listed below. Please note that a fee of **\$3.00** will be assessed for each paper statement in accordance with our Fee Schedule. We will charge you for any fees at that time.
- You meet the following hardware and software requirements. You have:
 1. A Computer
 2. An Internet connection
 3. A Web browser that supports DHTML and JavaScript
 - Internet Explorer 7.0 or higher
 - Mozilla Firefox 3.0 or higher
 - Safari 2.0 or higher
 4. Adobe Reader version 5.0 or higher
 5. A printer

You may contact us to let us know of any change to your e-mail address or to request a duplicate paper statement as follows:

Call us at: 1-866-529-4623

Write us at: 208 N Main, Box 585, Renville, MN 56284

Send us a **Secure Message** using the Message tab (located under Options) or using general e-mail addressed to: dccu@dawsonco-opcu.com

If you click the "Accept eStatements" button, you will be required to perform certain tasks to test and verify that you can receive and read electronic statements. You will not be enrolled in eStatements until that test is satisfactorily completed. Also, by clicking on the "Accept eStatement" button you are certifying that you have read the terms and that you have access to hardware and software that complies with them.