



Dawson Co-op Credit Union

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DISCLOSURE FOR ELECTRONIC FUND TRANSFERS (EFT) AND WIRE TRANSFER NOTIFICATION

Dawson Co-op Credit Union offers various electronic fund transfer services to our members. We have also provided, and will provide from time to time, plastic Automated Teller Machine Cards (ATM Cards) and VISA® Check Cards (Debit Cards) to certain members who apply for any, and are approved for ATM Cards or Debit Cards. Sometimes two or more persons are furnished such cards relating to a single account at the Credit Union. You may also be authorized access to your account(s) through our Internet Dawson Co-op Credit Union Home On-Line system.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to an ATM Card and/or a Debit Card, the ATM Card and PIN and/or the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) to make "electronic fund transfers." Transfers can be made to, from or between one or more accounts in the Credit Union. Simply follow the instructions at the machine. You may use your Card in automated teller machines of the Credit Union and VISA Network machines or facilities as the Credit Union may designate and participate with for you to use your ATM Card or Debit Card.

This disclosure is furnished to you as a Member of Dawson Co-op Credit Union. It meets the requirements of both the federal and Minnesota statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Federal Reserve Board pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM or in any other manner. This disclosure is also a contract. The terms and conditions set out here are binding on you and on us as to the making of such "electronic fund transfers" and the use of your ATM/Debit Card and PINs, access by Code(s), or any other electronic fund transfers, in the following cases:

- If you use the account(s) covered by this disclosure after receipt of this agreement.
- If you already have an ATM Card and PIN, a Debit Card and PIN, Internet Dawson Co-op Credit Union Home On-Line system access and/or a PIN provided by us and you use them to make such transactions after receipt of this agreement.
- If you ask us to provide you with a PIN and you thereafter use it, together with an ATM Card, Debit Card, or Internet Dawson Co-op Credit Union Home On-Line system to make such transactions.
- If you ask us to provide you with a PIN and you thereafter use it to make any service transactions.
- If you receive an ATM or Debit Card from us without asking for it, but then ask us to provide you with a PIN so that you can use the card, and you use the card and PIN to make such transactions.
- If you receive access to use our On-Line Bill payment System for any transactions.
- If you authorize the payee of any share draft or e-Check to be processed electronically.
- In any such cases, your use of the account(s) or your making of such transactions constitutes your acceptance of the terms and conditions set out in this disclosure.

Although your account(s) may be subject to "electronic fund transfers", and in that regard are subject to the terms and conditions of this disclosure, you may continue to use those account(s) to the same extent and in the same manner that you have in the past, in so far as "over-the-counter" and other non-electronic transactions are concerned.

In this disclosure, "you" and "your" include the plural in cases where two or more persons have an interest in a single account affected by an "electronic fund transfers" service. "We" or "us" refer to Dawson Co-op Credit Union.

THE FOLLOWING SECTIONS RELATE TO ALL "EFTS" AFFECTING YOUR ACCOUNT(S) WHETHER MADE BY USE OF AN ATM CARD OR OTHERWISE

1. **Accounts Affected.** Each of your accounts at the Credit Union can be subject to some kind of "electronic fund transfer" service, with the exception of IRA's and Certificate accounts.

The affected accounts are sometimes referred to in this disclosure as "asset account(s)," "designated accounts" or simply as your "account(s)".

You may notify us if you do not want your accounts to be subject to any particular type of "electronic fund transfer" service, and you may change those instructions in the future. We will, in all cases, follow your instructions to the extent our "electronic funds transfers" programs permit at that time.

2. **Account Agreements.** The terms and conditions of the account agreements relating to your accounts with us remain in effect except to the extent modified by this disclosure.
3. **Minimum Balance.** You must always maintain any minimum balance requirements to be entitled to make, by use of ATM, Debit Card, or Internet Dawson Co-op Credit Union Home On-Line system, "electronic fund transfers" or e-Check(s) affecting your account(s). PINs for use with electronic access devices may not be issued to members whose loan payments to us are more than 30 days delinquent. We reserve the right to increase minimum balance requirements or to impose other restrictions in the future, but if we do so, we will give you at least 21 days advance written notice.
4. **Automated Teller Machine (ATM) Transactions.**

If you have an ATM Card ("ATM/Debit Card"), along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine at the Credit Union or at any of the Networks and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- a. Withdraw cash from your share or share draft account(s), not exceeding a *combined* withdrawal from share, share draft and electronic fund withdrawal per day of \$500.00.
- b. Make deposits to your share or share draft account(s).
- c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.
- d. Pay for purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM/Debit Cards) at participating Networks authorized by this credit union.
- e. Obtain balances in your share and share draft account(s).
- f. You may not use your card to initiate any type of gambling activity.

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

ATM Transaction Restrictions.

- Maximum cash withdrawals of \$500.00 per day if you have sufficient funds in your account;
- Maximum Point-of-Sale purchases of \$1,000.00 per day if you have sufficient funds in your account;
- Unrestricted transfers between your Credit Union accounts with available funds;
- Maximum total combined withdrawals of 99 per day if you have sufficient funds in your account;
- Section 5 restrictions below may also apply to your account.

Fees. You will receive up to ten (10) free withdrawal or transfers utilizing the ATM Card for each account cycle period. ATM withdrawal or transfers exceeding ten (10) per account cycle period will be assessed a fifty cent (\$00.50) fee per transaction. Other fees on the Credit Union fee schedule may also apply.

5. **VISA® Check Card/Debit Card "Electronic Fund Transfer" Services.** At the present time, you can authorize the following types of "electronic fund transfers" to or from your asset account(s) at the Credit Union with your VISA® Check Card/ATM Debit Card:
 - a. Withdraw cash from your share or share draft account(s), not exceeding a combined withdrawal from share, share draft, electronic fund transfer of \$500.00 per day, provided you have sufficient funds in your account for the requested transfer(s).
 - b. Make deposits to your share or share draft account(s).
 - c. Transfer funds between your share draft (checking) and share savings accounts whenever you request.

- d. Pay for purchases at places that have agreed to accept the Automated Teller Machine Cards (ATM Cards) or VISA® Check Card, not exceeding the limit set forth above in this section and provided you have sufficient funds in your account for the requested transfer(s).
- e. Pay bills directly from your share and/or share savings account(s) in the amounts and on the days you request, not exceeding your daily transfer limit as set forth above in this section and provided you have sufficient funds in your account for the requested transfer(s).
- f. Obtain balances in your share and share draft account(s).
- g. You may not use your card to initiate any type of gambling activity.

VISA® Check Card/Debit Card Transaction Restrictions:

- Maximum cash withdrawals of \$500.00 per day from an ATM if you have sufficient funds in your account;
- Maximum Point-of-Sale purchases of \$1,000.00 per day if you have sufficient funds in your account;
- Maximum transfer amount of \$10,000 between your Credit Union accounts with available funds;
- Maximum total combined purchases of 15 per day if you have sufficient funds in your account;
- Section 4 restrictions above may also apply to your account.

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

6. **Electronic Check (e-Check) Conversion Transactions.** A transfer through an automated clearing house when you provide a share draft to certain merchants or other payees that enables the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the share draft is blank, partially completed, or fully completed and signed; whether the share draft is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an electronic fund transfer, or whether the share draft is retained by the consumer, the merchant or other payee, or the payee's financial institution. Your authorization to make such types of electronic funds transfers may be expressed in writing or implied, for example, by the posting of a sign. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
 - i. Pay for purchases.
 - ii. Pay bills.

7. **Internet Dawson Co-op Credit Union Home On-Line Transactions.**

If we approve the Internet Dawson Co-op Credit Union Home On-Line service for your account, a separate PIN (personal Identification Number) will be chosen by you during initial enrollment. You must use your PIN along with your account number to access your account(s). At the present time, you may use the Internet Dawson Co-op Credit Union Home On-Line service to:

- Transfer funds from share draft to share draft account(s);
- Transfer funds from share draft to share savings account(s);
- Transfer funds from share savings to share draft account(s) Regulation D may apply;
- Transfer funds from share savings to share savings account(s) Regulation D may apply;
- Make payments on loans with this Credit Union from your share draft and share savings account(s).
- For security reasons, there are limits on the number and dollar amount of transfers you can make using our online account service.
- Obtain information about:
 - balance information for your share draft and share savings account(s);
 - the last three (3) months withdrawals from share draft and savings accounts;

Internet Dawson Co-op Credit Union Home On-Line Transaction Restrictions:

- There are no limits on the number of inquiries, transfers or withdrawal requests per day, provided that you have sufficient funds in your account(s);
- Transfer Limitations in Section 5 and 9 may apply.

FEES. Any applicable fees for use of this account are disclosed on the Dawson Co-op Credit Union fee schedule. We do not charge a fee for preauthorized payments from any type of account and we do not charge a fee for any deposits to any type of account

8. **Point Of Sale Transactions.** Point of Sale Transactions may be made with your Card and PIN (Personal Identification Number) to purchase goods or services at POS participating terminal Networks. Your ATM/Debit Card or VISA® Check Card may be used to purchase goods or services from merchants who have arranged to accept an ATM Card or a VISA® Check Card as a means of payment. If you have a VISA® Check Card, it may be used to purchase goods and services from VISA® Check Card merchants. These merchants are collectively referred to as "Participating Merchants" and will display a VISA® logo or other symbol that identifies them as a merchant who will accept your Card. Purchases made with your Card, including any purchases where you receive cash back, are referred to as "point of sale transactions" or "POS" transactions. A POS transaction will cause your checking account to be debited for the amount of the purchase. Only checking accounts may be used in connection with point of sale transactions performed with your Debit Card or VISA® Check Card.
9. **Excluded Transactions.** We have developed an elaborate electronic data processing system which makes it possible to offer you many electronic services. However, some of these services do not constitute "electronic fund transfers" for purposes of this disclosure. For example, automatic transfers from your account(s) to pay your loan(s) owing to us and automatic transfers between your own asset accounts at the Credit Union. The terms and conditions of this disclosure only apply to those services and transfers which are "electronic fund transfers" as described in this disclosure; they do not apply to other transactions which, although electronic in nature, do not constitute "electronic fund transfers" described in that section.
10. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule and a "Know Your Rights and Responsibilities" brochure was provided to you at the time you applied for this card. We may amend the fee schedule from time to time and the fees charged to your account will be those fees applicable at the time of any particular transaction. We will notify you of any changes in the fee schedule, as provided by law. You may also ask us for a current fee schedule or "Know Your Rights and Responsibilities" brochure or visit our website www.dawsonco-opcu.com/member-services/tools/disclosurespolicy/. We reserve the right to impose fees, and to thereafter increase them, if we deem it necessary. We will give you at least 21 days advance written notice before imposing or increasing any such fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.
11. **Limitations on "Electronic Fund Transfers" from a Savings (Non-transactional) account.** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. As stated in Regulation D: During any periodic monthly cycle you may not make more than six (6) withdrawals or transfers to another Credit Union account of yours or to a third party by means of a preauthorized or automatic transfers; transfers authorized by phone, fax, or online; and transfers by check, debit card, or similar order payable to third parties from a savings (non-transactional) account. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM can be made without limitation. If you exceed the transfer limitations herein, your account may be assessed additional fees and/or will be subject to closure. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). Aside from that limitation above, and as to transactions other than those made at an ATM, there are no limitations as to how often you can make "electronic fund transfers" described in this disclosure from a share draft or checking account. Nor are there any restrictions as to the dollar amount of any one "electronic fund transfer" except as described in Section 5. We reserve the right to impose any such restrictions in the future as we deem reasonable, but we will give you at least 21 days advance written notice before doing so. You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

12. **Documentation of Electronic Fund Transfers:**
- 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.
 - Small Dollar Terminal Transaction and Point-of-Sale Transactions:** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not always receive a receipt if the amount of the transfer is \$15.00 or less. Your use of this ATM card is your acknowledgement of the terms set forth in this disclosure, including this small transaction documentation section.
 - Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at **1- 800-276-0025 or 320-769-2908** to find out whether or not the deposit has been made.
 - Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).
 - Passbook account where the only possible electronic fund transfers are preauthorized credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
 - Your right to documentation as set forth in subsections A and D of this section does not apply when the electronic funds transfer occurs outside of the United States.
13. **Preauthorized Payments & Stop 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's how:
- Call us at **(800) 276- 0025 or (320) 769-2908**, or write us at **Dawson Co-op Credit Union, 711 6th Street, P.O. Box 1002, Dawson, MN 56232**.
 - 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. (We will charge you a fee as set forth in the Fee Schedule for each stop-payment order you give.)
 - Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
 - Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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.

14. **Financial institution's Liability.** 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:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft line.
 - If the automated teller machine where you are making the transfer does not have enough cash.
 - If the terminal system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - There may be other exceptions stated in our agreement with you.

15. **Reversing "Electronic Fund Transfers".** If an "electronic fund transfer" described in this disclosure was a payment of \$50.00 or more for goods or services, you have the right to require us to reverse such transfer and to re-credit your account with the full amount of the transfer if (1) you tell us, within 4 calendar days after the date of the transfer, to make such a reversal, (2) you notify us that you have made a good faith attempt to resolve your dispute with the third party involved, and (3) you assure us that any returnable goods involved in the dispute will be returned. If you do these things in writing, you **MUST** send the letter to: **Dawson Co-op Credit Union, 711 6th St
PO Box 1002, Dawson, MN 56232
(800) 276- 0025 or (320) 769-2908**

If you tell us orally that you want such a transfer reversed, you must send us a letter to confirm your reversal request, your notice of attempted resolution of the dispute, and your assurance to return any returnable goods involved. You are required to get this letter back to us within 14 calendar days after the date of your oral request for reversal. We reserve the right to impose a reasonable charge for handling such reversal requests, and to increase such charges thereafter.

16. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
- Where it is necessary for completing transfers; or
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - In order to comply with government agency or court orders; or
 - If you give us your written permission.
17. **Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at: **(800) 276- 0025 or (320) 769-2908** or write us at: **Dawson Co-op Credit Union, 711 6th Street, P.O. Box 1002, Dawson, MN 56232** 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.
- Tell us your name and account number (if any).
 - 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.
 - Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90* days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have 90 days instead of 45 days to investigate.

18. **Special Liability Protection Rules for VISA[®] Check Card.** You will not be liable for any unauthorized transactions using your VISA[®] Check Card, when used for point of sale transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or service obtained by the unauthorized use, and (iv) you must file a police report for the incident. If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor, or service obtained by the unauthorized use. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by VISA[®].

19. **VISA® Debit Card Network Disclosure - Non-Visa® Debit Transaction Processing.** This VISA® Debit Card Network Disclosure as of January 1, 2009 and provides notice to you that as a VISA® Debit Card holder, you may initiate a VISA® Debit Card transaction on a non-VISA® Network without a PIN anywhere the card is accepted without those transactions being protected by VISA® zero liability for unauthorized transactions and fraud. The provisions in your VISA® Cardholder agreement relating only to Visa Transactions are inapplicable to non-Visa.
- Your VISA® Debit Card with the VISA® Logo may be accepted and process transactions that are not processed through "VISA's Network". "VISA's Network" provides protection to you that requires entry of a PIN number to access your funds/account as a Debit Account, while the following known network(s) utilized by some merchants through "non-VISA® Networks" do not provide zero liability to you as a card holder. Those "non-VISA® Network" transactions are not covered by the VISA® zero liability process for unauthorized transactions.
- We are aware of the following networks that offer a PIN-less payment option: STAR, PULSE, NYCE, COOP, and ACCEL/Exchange. These "Non-VISA® Debit Transactions" would not be conducted through VISA's Network and therefore, would not receive VISA® zero liability and fraud protection. There may be other Networks that process your transactions through non-VISA® Networks and allow certain bill payment products and certain merchants to initiate payment transactions through non-Visa® Networks without a personal identification number (PIN). All other transactions initiated by cardholders on non-Visa® Networks required cardholders to enter a PIN.
- VISA represents that its VISA® zero liability policy virtually eliminates consumer liability in cases of card fraud for all VISA® card transactions processed through the VISA® Network, including online purchases. Merchants who use non-VISA® Networks will process your transaction(s), however, those transactions are not eligible for VISA® zero liability or fraud protection.
- This new rule allows you as the cardholder to initiate a VISA® Debit Card transaction on a non-Visa® network without a PIN anywhere the card is accepted. For example, you as a VISA® Debit Card holder go to a merchant's web site and select a VISA® payment option since the card has the same VISA® logo as is on the card. If that merchant does not use a VISA® Network, your transaction will be processed as a Non-VISA® Debit Transaction that does not provide zero liability to you. In order to insure the zero liability and fraud protection, you would need to verify that the merchant utilizes a VISA® Network and not one of the non-VISA networks identified above. Or, for example, you may charge a transaction with a non-VISA® Network participating merchant, in which case that transaction would not receive the VISA® zero liability and fraud protection.
- This Disclosure is an amendment to any new or existing VISA® Agreement with this Credit Union and may be amended at any time. Usage of your card represents an acknowledgement of the receipt of this disclosure.
20. **Our Liability for Failure to Make "Electronic Fund Transfers".** If we do not complete an "electronic fund transfer" to or from your accounts on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer or, pursuant to our Funds Availability Disclosure, there are "uncollected" funds that are not available.
 - If there is not enough money in your account, in excess of amounts you have pledged to us as collateral for a loan to make the transfer.
 - If the ATM, Internet or any other electronic access device was not working properly and you knew about the problem when you started the transaction.
 - If the error was caused by a system of any participating ATM network.
 - If funds in your account are subject to garnishment or other legal process.
 - If we have, because of your default on a loan, exercised our rights against the funds in a pledged account.
 - If the transfer would take the balance on your overdraft loan (if applicable) over the credit limit.
 - If the automated teller machine where you made the transfer did not have sufficient cash.
 - If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
 - If circumstances beyond our control prevent the transfer (such as fire, flood, or power failure), despite reasonable precautions we have taken.
- We will also be excused from such liability if you fail to observe the terms of this agreement, or our account agreements with you, which relate to such "electronic fund transfers". If you have bill payment services, you must contact the intended recipient of the transaction for inquiries other than confirmation of the amount transferred from your account to the merchant, the date of the transfer and the recipient's identity/name.
21. **Business Days.** Every day is a business day, except Saturdays, Sundays, and Credit Union observed Holidays as follows: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. We reserve the right to change our "business days" and hours. You may get more updated information, including lobby hours, from our website at: www.dawsonco-opcu.com
22. **Regulatory Agency.** If you believe that we may have violated the federal Electronic Funds Transfers Act or any Minnesota Electronic Funds Transfer Regulations, you may contact the following regulatory authority:
- State of Minnesota; Minnesota Department of Commerce**
 Financial Exams-Banking & other Financial Services; Credit Union Division
 85 7th Place East, Suite 500
 St. Paul, MN 55101
 651-296-2135
 651-296-8591 FAX
financial.commerce@state.mn.us
23. **Amendments/Termination.** We reserve the right to amend this disclosure (agreement) at any time. If we do so, we will give you such advance notice thereof as we deem to be reasonable under the circumstances. However, in the specific cases mentioned earlier, we will give you at least 21 days advance written notice. We also reserve the right to terminate this disclosure (agreement) by sending a notice of such termination by first class mail to your last known address on our records, which notice shall be effective when mailed. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. You may also terminate this agreement at any time by providing written notice to Dawson Co-op Credit Union, however, termination of this agreement will not relieve you of your continuing obligations incurred during the term of this agreement. If this Agreement is terminated, you must return all items issued by the Credit Union, including but not limited to, ATM Cards, VISA® Check Cards, PINs and Codes, which remain the property of the Credit Union.
24. The effective date of this disclosure (agreement) is **May 1, 2016**.
25. **Location of Machines.** The number and location of Automated Teller Machines is, of course, subject to change at any time.
26. **Card Ownership.** All ATM Cards, VISA® Check Cards, and PINs remain the property of the Credit Union and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your ATM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make an Internet Dawson Co-op Credit Union Home On-Line system, electronic fund transfer or e-Check(s) affecting your account(s) that would cause your account balance to go below zero. We will not be required to complete any such transaction, but if we do, you agree to pay us the amount of the improper withdrawal, or transfer, upon request, plus our fee(s) for any such transactions that create an overdrawn account or accounts.
27. **Secrecy of PIN.** If we have issued a PIN to you, you agree to keep your PIN secret, and you also agree that you will not write the PIN on your ATM/Debit Card or on any item you keep with your cards. If you do not keep your PIN separate from your ATM/Debit Card, your privileges may be revoked at our option.

28. **Limitations of ATM Transactions.** There are no limitations on the number or dollar amount of deposits you may make at any ATM during its 24-hour operating cycle. However, to protect against possible losses, your card will not allow you to withdraw more than a combined withdrawal from your share, share draft and electronic withdrawal of \$500.00 cash using an ATM card or VISA® Check Card during such a 24-hour cycle, even if two ATM Cards or two VISA® Check Cards have been issued for a single account. (For example, when a husband and wife each have a card for their joint account.) If a separate limit is set with regard to Point of Sale entries, we will disclose that limit to you separately. We reserve the right to change these limitations, and we will give you written notice of any such change at least 21 days in advance. You may request us to program our system so that no more than \$50.00 cash can be obtained by use of your ATM/Debit Card or VISA® Check Card during a single day. Please contact us if you want this option.
29. **Responsibility for overdraft.** If you obtain cash from an ATM which creates a shortage in your account, or if you overdraw an account through use of the Internet Home-Bank access service, e-Check(s), or otherwise, the overdrawn amount is due and payable the moment you receive your money, or make the transfer. You agree to pay the full amount of it to us, together with an overdrawn account charge pursuant to the fees applicable for your share draft account per occurrence. If you have an overdraft line of credit, an advance on your line of credit may be made to cover the overdraft, and you will pay that advance in accordance with the conditions of your line of credit plan, depending upon which form of overdraft protection you have selected. If there are not sufficient funds to make a transfer from your overdraft line of credit, or if you have no overdraft protection, then such overdraft will be paid to us as provided in the first sentence of this section.
30. **Crediting of Deposits and Payments.** Deposits or payments made in an ATM, whether in cash, check, draft or money order, are subject to verification, and the funds of such deposits and payments accounts may be held until they can be collected from the machine, verified and entered into our accounting systems. Further delay may occur if the transaction is made on or immediately prior to a Saturday, Sunday or holiday on which we are closed. If you place a check, draft or money order in the machine as a deposit or payment, it is subject to collection in accordance with your account agreement with us and Regulation CC.
31. **Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® Check card in a currency other than US Dollars, VISA® USA will convert the funds into US Dollars and charge your account in US Dollars. VISA® USA will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® USA to determine the transaction amount in US Dollars for such foreign transactions is either a government mandated rate in effect for the applicable central processing date or a rate selected from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives and, may differ from the rate that would have been used on the purchase date or cardholder statement posting date. A foreign transaction is a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, Puerto Rico, and the U.S. Virgin Islands or U.S. Military bases. VISA® USA charges this Credit Union a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, we charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversion. An international transaction is a transaction where the county of the merchant is outside of the USA. The effective date for this Currency Conversion section of this disclosure was April 25, 2008. If there is no currency conversion but the transaction was completed in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 0.8% of the transaction; including cash advances, purchases and credits to your account. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international transaction as a transaction where the issuer's country (i.e., the card-issuing financial institution's country) is different than the merchant's country. Thus, for example, a transaction over the Internet could qualify as an international transaction. These fees will be charged to your VISA® account for each foreign transaction.
32. **Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.
33. **Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
34. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of Dawson Co-op Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, as may be amended from time to time. Any disputes regarding this agreement shall be governed by the laws of the United States and the State of Minnesota.
35. **Enforcement.** You agree that you will be liable to us for any loss, cost, or other expenses we incur as a result of your failure to comply with the terms and conditions set forth in this Agreement and as we may amend from time to time. You authorize us, without prior notice, to deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for your failure to comply with the terms of this agreement. You also agree that we may deduct any loss, cost or other expenses, including reasonable attorney's fees that are incurred by us for any action we may take to enforce this Agreement from your accounts with us.
36. **Consumer Liability:**
- Consumer Liability.** Tell us AT ONCE if you believe your Automated Teller Machine Cards (ATM Card), VISA® Check Card and/or PIN(s) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Internet Dawson Co-op Credit Union Home On-Line system has been accessed without your permission. 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 after you learn of the loss or theft of your Automated Teller Machine Card (ATM Card), VISA® Check Card or your PIN(s) and/or your Internet Dawson Co-op Credit Union Home On-Line system has been accessed without your permission, and you can lose no more than \$50 if someone used your card or otherwise accessed your account through one of the methods set forth above in this paragraph without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card(s), or otherwise accessed your account(s) without your permission, and we can prove we could have stopped someone from using your card(s) and/or PIN, access code, or otherwise, 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
 - Contact in event of unauthorized transfer.** If you believe your Automated Teller Machine Cards (ATM Card), VISA® Check Card and/or PIN(s) have been lost or stolen, or our Internet Dawson Co-op Credit Union Home On-Line system access to your account has been compromised, call: **Toll free: 1- 800-276- 0025 or 320-769-2908** or write to: **Dawson Co-op Credit Union, 711 6th Street, P.O. Box 1002, Dawson, MN 56232 IMMEDIATELY !!!** You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
 - If you furnish another person with your ATM card and PIN, any operable Code, access code to your Internet Dawson Co-op Credit Union Home On-Line or your check book, you will be responsible for all "electronic fund transfers" initiated by the person. Your responsibility pertains to transfers from which you may receive no benefit, and applies even though that person may not have actual authority to initiate a transfer or transfers an amount in excess of that which is authorized. Your responsibility for such transfers remains until you have notified us in writing that the person is no longer authorized to initiate transfers.

WIRE TRANSFER NOTIFICATION

(Uniform Commercial Code Article 4A)

The following rules shall apply to all wire transfers services provided by the Credit Union.

Dawson Co-op Credit Union may accept, on your behalf, payments to your account that have been submitted by Fedwire. Your rights and obligations with respect to such transfers shall be governed and construed in accordance with Regulation J, Subpart B-Funds Transfers Through Fedwire. These regulations and state law are applicable to funds transfers involving your account.

If you give us a payment order that identifies a beneficiary (the person to whom you are wiring funds) by name and account or some other identifying number (such as a Social Security, Taxpayer I.D. or drivers license number), we may pay the beneficiary on the basis of the number provided to us by you and consider that number to be proper identification. This will be true even if the number you provided to us identifies a person different from the named beneficiary, unless otherwise provided by law or regulation.

If you give us a payment order that identifies the beneficiary's financial institution in the funds transfer by name and Routing and Transit ("R/T") or other identifying number, we, as well as the receiving financial institution, may rely on the number provided to us by you as the proper identification. This will be true even if the number provided identifies a financial institution that is different from the named financial institution, unless otherwise provided by law or regulation. Therefore, it is in your best interest to contact the receiving institution to acquire the appropriate wire transfer instructions so that you may feel confident that your money will arrive safely. You, the member, are ultimately responsible for providing accurate information regarding funds transfers and are consequently liable for any losses or expenses should an error occur.

You may not be provided with separate notification each time we receive a wire transfer into your account. We will provide you with notification of an incoming wire transfer as part of your periodic statement. In the event we accept payments to your account through one or more Automated Clearing Houses ("ACH"), the operating rules of the National Automated Clearing House Association ("NACHA") will be applicable to ACH transactions involving your account. These rules do not require that we provide you with next day notice of receipt of an ACH item. Therefore, we will provide you with notification of the receipt of these items as part of your periodic statement.

In addition, if we are ever obligated to pay interest on the amount of the transfer, you will be paid interest on a daily basis equal to the current dividend rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys fees, unless otherwise provided by law or regulation.

We may accept, on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses and that are not subject to the Electronic Funds Transfer Act ("Regulation E"). Your rights and obligations with respect to such payments shall be governed and construed in accordance with the applicable Federal Reserve Bank Operating Circular. Whenever an ACH is used as part of a transaction, its rules will govern that part of the transaction. Where none of the above stated rules apply, the transactions contemplated by this agreement shall be governed by the laws of the State of Minnesota, including Article 4A of the Minnesota Uniform Commercial Code.

Credit given by us to you with respect to an ACH entry is provisional until we receive final settlement for the credit entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified that we are entitled to a refund of the amount credited to you in connection with the credit entry. Moreover, you are hereby notified that the party making payment to you (originator) shall not be deemed to have paid you the amount of the credit entry.