



Internet (Online), Mobile Banking Disclosure

This Internet and Mobile Banking Agreement sets forth the terms and conditions governing the provision of Internet and/or Mobile Banking services to you. This document uses the terms Online Banking and e-Branch to refer to Internet Banking. It describes Your (Credit Union Member) and Our (Dade County Federal Credit Union) rights, responsibilities, and obligations. By enrolling in or using the Service(s), you agree to all the terms and conditions contained in this agreement and disclosure.

ACCESS E-BRANCH. If You have not enrolled in the e-Branch system, You may initially gain access by using Your member number and a temporary PIN provided at the time of account opening. The password length must be a minimum of 8 and a maximum of 10 characters and must contain at least One Uppercase letter, One Lower-case letter, One number, and Symbols are Optional. You may change this password at any time. Keep Your Password confidential. Upon agreeing to the terms of this agreement a new window will open with the e-Branch website located within. In order to ensure the best possible web experience, it is recommended to have Firefox 29, Google Chrome 36, Internet Explorer 11, Opera 21, Safari 7 or newer to access this site as well as Java-enabled.

ACCESS TELLER LINE 24. Your TellerLine24 PIN (Personal Identification Number) is different from Your Password in the Dade County Federal Credit Union Internet Home Banking System (e-Branch).

If You do not have a TellerLine24 PIN, You may initially gain access by using Your Social Security number. The Password is a 4 to 10-digit number that You may change at any time. Keep Your Password confidential.

This system is owned and operated by Dade County Federal Credit Union, and may only be used for authorized purposes. Dade County Federal Credit Union and Affiliates may monitor and audit the usage of this system, and all persons are hereby notified that the use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to access, upload and/or change information on this website is strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sec. 1001 and 1030. This website may also contain links to other websites. Please note that when you click on one of those links, you are moving to another website. Dade County Federal Credit Union does not certify or control any of the content of these sites. We encourage you to read the privacy statements of these linked sites as their privacy policy may differ. We are located at 1500 NW 107 Avenue, Miami FL 33172. Please contact us at 1-800-299-7147 if you require assistance.

JOINT ACCOUNT. If you are accessing a Joint Account, You agree to be jointly and severally liable, under the terms of this Agreement. An Access Device may only be obtained by the primary account holder. We may refuse to follow any instructions, which run counter to this provision.

SERVICES. You may access Your account from a personal computer to:

- Make inquiries on Your account(s).
- Make withdrawals from Your account(s). A check payable to You (the primary owner) will be mailed on the business day following the request for withdrawal to the address on record.
- Transfer funds between Your accounts.
- Transfer funds to another member's account.
- Apply for a loan.
- Make loan payments.
- Place stop payments.
- Pay Bills to merchants, individuals, and others located in the U.S.
- Download account information in Microsoft Money, Microsoft Excel, and/or Intuit Quicken.
- Obtain tax information, including total interest paid and dividends earned.
- Obtain information on cleared checks within past 90 days.
- Change the Password on Your account.

ILLEGAL TRANSACTION ACTIVITY. Any financial service provided by DCFCU may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of account agreement and such financial service and/or other related services may be terminated at DCFCU's discretion. You further agree, should illegal use occur, waive the right to sue DCFCU for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold DCFCU harmless from any suits or legal action by you or any third party for liability directly or indirectly,

resulting from such illegal use.

STOP PAYMENT AUTHORIZATION. When You click the 'Stop Payment' button on the Stop Payment page, it is Our record of Your Stop Payment order and represents Our understanding of the order. An online Stop Payment order is considered a written order and will remain effective for 6 MONTHS after the date such order is placed. An online Stop Payment may be renewed in writing for any term greater than 6 months. You hereby agree to hold the Credit Union harmless for all expenses and costs incurred by the Credit Union on account of refusing payment of said draft and agree not to hold the Credit Union liable on account of payment contrary to this request if same occurs through inadvertence, accident or oversight.

FEES. There is no charge for the general use of the DCFCU Internet Banking System. We will charge You as prescribed in the Credit Union Fee Schedule for some individual services that are offered through the DCFCU Internet Banking System. Such charges will be collected from Your account at the time You request the service.

MOBILE BANKING

I. Introduction.

- a. Dade County Federal Credit Union ("We", "Us" and "Credit Union") will provide its members ("You", "yours") with the highest quality Mobile Branch (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this agreement and disclosure.
- b. We may offer additional Mobile Services and features in the future. Any such add-on will be governed by this Agreement and by any terms and conditions provided to you, electronically or otherwise, at the time the new feature is added. We may amend these terms and modify or cancel the Mobile Services we offer without notice, except where required by law.

II. Definitions.

- a. "Accounts" refers to your eligible Dade County Federal Credit Union checking, savings, loan, certificate of deposit or safe deposit box accounts.
- b. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic, which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

III. The service.

- a. **Description.** Mobile Services is offered as a convenience and supplemental service to Our Online Banking. This Service allows you to access your account information, make payments to us and other payees, transfer funds, make mobile remote deposits and conduct other transactions. To utilize Mobile Services, you must be enrolled in Online Banking and then activate it by accessing www.dcfcu.org from your device and downloading the free app.
 - i. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Services. We also reserve the right to modify the scope of the Service at any time.
 - ii. Mobile Services may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Dade County Federal Credit Union cannot guarantee and is not liable for the availability of data services provided by your wireless carrier, such as data outages or "out of range" issues.
- b. **Use of Service.** You agree to accept responsibility to learn how to use Mobile Services. You further agree to contact us directly if you have any problems with Mobile Services. We may modify the Service at our sole discretion. In the event of any modifications, you are responsible for learning to use the updated Service. In addition, you are solely responsible for the proper use of your Device. We will not be liable for any losses caused by your failure to properly use the Service or your Device.
- c. **Other Agreements.** You agree that, when you use Mobile Services, you remain subject to the terms and conditions of your existing agreements with Us except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restriction which

might impact your use of Mobile Services (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any account accessed through this Service is also subject to the Account Agreements and Disclosure provided at the time of Account Opening. You should review your disclosures carefully as they may include transaction limitations or fees which might apply to your use of Mobile Services.

IV. **Permitted Mobile Services Transfers.**

You may use the Service to transfer funds between your eligible Dade County Federal Credit Union accounts ("Internal Transfer"). You may not transfer funds to or from an account at another financial institution using Mobile Services.

If you submit your transfer request during normal business hours, you will initiate an immediate Internal Transfer. Transfer requests made on weekends, Federal holidays, or after hours will be processed on the next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. Unless you have opted out of our Privilege Pay program, you agree to cover any overdraft amount and associated fees.

Federal regulations require financial institutions to limit the way withdrawals are made from money market accounts. Each transfer from a money market account using Mobile Services will be counted as one of the six limited transactions permitted each monthly statement cycle, as described in the Membership Agreement and Disclosures. You may be subject to fees or account conversion if you exceed this limitations.

We may, at our discretion, limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing the transferred funds.

V. **Mobile Remote Deposit Capture.**

a. This Mobile Remote Deposit User Agreement ("Agreement") contains the terms and conditions for the use Mobile Remote that Dade County Federal Credit Union ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Credit Union, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

- i. **Services.** The Mobile Remote Deposit capture services ("Services") are designed to allow you to make deposits to your accounts from your Device.
- ii. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
- iii. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the

Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

- iv. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
- v. **Eligible items.** You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When an item is transmitted to the Credit Union, it is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
 - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks previously converted to a substitute check, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside the United States.
 - Checks that are remotely created checks, as defined in Reg. CC.
 - Checks not payable in United States currency.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
 - Checks payable on sight or payable through Drafts, as defined in Reg. CC.
 - Checks with any endorsement on the back other than that specified in this agreement.
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
 - Checks that are prohibited by the Credit Union's current Membership Agreement with you.
 - Checks that are in violation of any federal or state law, rule, or regulation.
- vi. **Endorsements and Procedures.** You agree to legibly endorse any item transmitted through the Services as with your signature and restrictive endorsement of "For remote deposit at DCFCU only". You agree to follow any and all other procedures and instructions for use of the Services as Credit Union may establish from time to time.
- vii. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

- viii. **Availability of Funds.** You agree that items transmitted using the Services are subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will be made available based on our Funds Availability Policy Disclosure. Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Credit Union, in its sole discretion, deems relevant.
- ix. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.
- x. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$5,000.00 per business day, \$5,000.00 per week with a maximum monthly limit of \$10,000.00. We reserve the right to change these limits at any time without prior notice to you.
- xi. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Member Services Agreement governing your account.
- xii. **Errors.** You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error.
- xiii. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- xiv. **Image Quality.** The image of an item transmitted to Credit Union using the Services must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- You will only transmit eligible items.
 - You will not transmit duplicate items.
 - You will not re-deposit or re-present the original item.
 - All information you provide to Credit Union is accurate and true.
 - You will comply with this Agreement and all applicable rules, laws and regulations.
 - You are not aware of any factor, which may impair the collectability of the items.
 - You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.
 - You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.
- xv. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims,

including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

- xvi. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Member Services Agreement or any other agreement with us.
- xvii. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- xviii. **Ownership & License.** You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services: (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for non- business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

VI. **Your Responsibilities.**

You represent and agree to the following by enrolling for Mobile Services or by using the Service:

- a. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Mobile Services. You represent and agree that all information you provide to us in connection with Mobile Services and any associated features and services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Services. You agree not to misrepresent your identity. You represent that you are an authorized user of the Device you will use to access Mobile Services.
- b. **User Security.** You agree to take precautions to ensure the safety, security and integrity of your account and transaction while using Mobile Services. You agree not to leave your Device unattended while logged in and to immediately log off at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login or other means to access Mobile Services, you are fully and wholly responsible for any transactions they may authorize and we will not be liable to you for any damages.

VII. **Disclaimer of warranties.**

You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis.

We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and no infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

VIII. **Limitation of liability.**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, good will, use, data or

other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Dade County Federal Credit Union has been informed of the possibility thereof.

MYCARD DEBIT CARD TERMS & CONDITIONS

The MyCard Debit Card follows the same rules and regulations as the debit card stated in the Account Disclosure. If these Terms & Conditions conflict in any way with the Account Disclosure, then these Terms & Conditions overrule. The MyCard Debit Card is only available to current members in good standing with an open account. Your MyCard Debit Card will function like a regular debit card and will be accepted wherever Visa debit transactions are accepted.

By requesting a MyCard Debit Card and submitting an image of your choice, you give Dade County FCU permission to use the image on the card and agree to indemnify, defend and hold Dade County FCU (including employees, partners, affiliates and contractors) harmless from and against any damages, loss, costs, expenses (including court costs and attorney's fees) incurred by or asserted against Dade County FCU caused directly or indirectly by the use of the image and this service.

If you have not informed Dade County FCU within 60 days of the renewal date noted on your MyCard Debit Card that you wish to keep the current image on the card or submit a new image for the card, Dade County FCU will renew your existing MyCard Debit Card with the same image.

Dade County FCU reserves the right to approve or deny any image submitted for your MyCard Debit Card. All images submitted must have the consent of the owner of the image, including images downloaded from other internet sites.

Dade County FCU is not responsible for the wear and tear or for the low image quality on your MyCard Debit Card. To ensure image quality on your card, use a high-quality photo from your digital camera. The better quality of your photo, the better your card will look. Low-resolution photos, photos that are too small in dimensions, scanned photos, photos that are resized/stretched, and/or very dark or very light photos will not produce a quality card image.

Please use the following card specifications when uploading your photo image:

- File Format: JPG, GIF, PNG, TIFF, or BMP
- Resolution: Your image must be at least 840 x 840 pixels
- File Size: cannot exceed 10 megabytes (MB)

When completing your application for a MyCard Debit Card, if the information you provide does not match your current records at Dade County FCU, your request will be denied.

Your MyCard Debit Card will be denied if the photo image contains any:

- Trademarks, logos, slogans, company names or copyrighted materials
- Advertising or promotional material, or branded products
- Celebrities, actors, musicians, sportspeople, cartoons
- Phone numbers, addresses, URL addresses, account or PIN information
- Provocative, sexual, violent or other offensive content
- Nudity or semi-nudity
- Profanity or obscenities
- Alcohol, tobacco, or firearms
- Images which show illegal or anti-social behavior
- Culturally insensitive images
- Images which display the opinions or beliefs of political or religious nature
- Images that may interfere with security features of the card
- Insufficient funds in your account to debit the fee per card

The service may be revoked from any person who continually submits images that violate these Terms & Conditions.

The MyCard Debit Card fee is listed in the Fee Schedule. The fee will be charged to your Checking account, but if the account does not have sufficient funds then the fee will be charged to your Regular Savings account.

BILL PAYMENT SERVICES

Terms and Conditions

SERVICE DEFINITIONS

“Service” means the Bill Payment Service offered by Dade County Federal Credit Union. “Agreement” means these Terms and Conditions of the bill payment and E-mail payment service. “Payee” is the person or entity to which you wish a bill payment or E-mail payment to be directed or is the person or entity from which you receive electronic bills or E-mail payments, as the case may be. “Payment Instruction” is the information provided by you to the Service for a bill payment or E-mail payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date). “Payment Account” is the checking account from which bill payments or E-mail payments will be debited. “Billing Account” is the checking account from which all Service fees will be automatically debited. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays. “Scheduled Payment Date” is the day you want your Payee to receive your bill payment and is also (other than for a laser draft payment) the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. “Due Date” is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period. “Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

BILL PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service. The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,

Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

E-MAIL PAYMENTS

The following applies to your use of the E-mail payment functionality of the Service. This functionality allows you to make payments from your Payment Account to any other account enrolled in this Service. If you choose to utilize this functionality you also agree to the following:

Information provided to the Service – You agree to provide true and accurate enrollment information to the Service, and to maintain and promptly update your information as applicable. You agree not to impersonate any person or use a name that you are not authorized to use.

Activation limitations – You must be at least eighteen (18) years of age to enroll in the Service. You must be a resident of the United States or its possessions, and use the Service for individual purposes only, not on behalf of any business, corporation, proprietorship or other entity. You must have a valid E-mail address and access to the Internet. You must be a legal owner of the Payment Account registered for the Service. We reserve the right to limit the number of memberships you have with the Service.

Transaction limitations – The Service will not process any payments less than \$1.00 or greater than \$2,000. You will be assigned a transactional limit, a daily limit and a weekly limit at enrollment based on parameters associated with your credit history. You agree to accept the limits set by the Service. We reserve the right to limit the amount you may have debited from or credited to your Payment Account on any given day and/or week. Additionally, the Service reserves the right to limit your use of this functionality by imposing limits, hold times, or other measures should we believe that suspicious activity has occurred or may occur. You authorize the Service to check your credit history at enrollment and to obtain follow-up credit reports on you. Information obtained will be used by the Service to verify the information you provide to the Service and to set limits associated with your use of the Service. The Service reserves the right to verify any of the information you provide.

The Service shall have the right to terminate your membership, reject or reverse any transactions you initiate, and/or restrict or condition your right to send or receive money at any time and for any reason, including, but not limited to: A. Excessive use; B. Using the Service (directly or indirectly) for any unlawful purpose; and/or C. Tampering, hacking, modifying or otherwise attempting to corrupt the security or functionality of the Service.

Sending and receiving payments – When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf to the Payee's account. E-mail payments begin processing the Business Day the Payment Instruction is submitted to the Service. Any E-mail payment submitted on a non-Business Day will begin processing on the next Business Day. The Service reserves the right to hold funds beyond the standard distribution periods for any transactions it deems necessary. The recipient's ability to access these funds is at the sole discretion of the recipient's financial institution and is not controlled by the Service. You acknowledge that once money is delivered to the recipient, the transaction is non-reversible and non-refundable to you. Credits to and debits from your Payment Account are only processed on Business Days. If we learn that you had insufficient funds in the Payment Account from which you requested we send money, we will cancel the payment. If we learn this after the money has been delivered to the recipient, you will owe us and agree to promptly repay the amount of the shortfall. We may apply funds awaiting receipt by you against the amount you owe us. In addition, we may not permit recipients of your outstanding payment requests to receive the money, and we will not refund transaction fees in these situations. With respect to any transaction, the Service reserves the right to seek reimbursement from a recipient if we receive any type of chargeback related to any Payment Instructions. We may obtain such reimbursement by deducting the charge-back amount from the recipient's account(s), reversing any credit(s) to the recipient's Payment Account, or by seeking such reimbursement from the recipient by any other lawful means.

Non-Delivery of E-mail payments – It is your sole responsibility to provide the correct E-mail address(s) for an individual(s) to whom we send money on your behalf. **THE SERVICE IS NOT RESPONSIBLE FOR PAYMENTS MADE TO UNINTENDED RECIPIENTS DUE TO THE INPUT OF INCORRECT INFORMATION BY YOU, NOR SHALL THE SERVICE BE RESPONSIBLE FOR VERIFICATION OF THE IDENTITY OF RECIPIENTS.**

Accuracy and dispute of E-mail payments – We are not responsible for determining whether the amount of money being sent is correct for any underlying transaction or is actually owed to the recipient. Any dispute that may arise between you and the recipient relating to a payment made or received, or any other aspect of a transaction between you and the recipient, is not the responsibility of the Service. We make no guarantees regarding purchases paid for via the Service. You acknowledge that the Service does not ensure the quality, safety or legality of any merchandise received, nor that a seller will even ship merchandise. You agree to hold the Service harmless for any loss or expense you incur as a result of such purchases or disputes.

Cancellation of E-mail payment(s) – Once initiated, payments cannot be canceled. Once the money is delivered to the recipient, the transaction is non-reversible and non-refundable to you. However, you may cancel an invitation to send money if it has not yet been received by the recipient. After you initiate a payment, if the recipient is not already enrolled in the Service, the Service will periodically send reminder E-mails to you and the recipient until the recipient has enrolled in the Service and received the payment. If the recipient has not enrolled in the Service and received the payment forty-five (45) days after initiation, the Service will cancel the payment.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be canceled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, posted incorrectly or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation – Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee

and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an E-mail notification to the E-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in the status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-918-7579 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the

money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

Telephone us at 888-918-7579 during customer service hours;

Contact us by using the application's e-messaging feature; and/or,

Write us at:

Dade County Federal Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

Tell us your name and Service account number;

Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,

Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. 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. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

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

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or,

If you give us your written permission.

EMAIL PRIVACY POLICY

We are committed to keeping e-mail addresses confidential; we will not sell, rent or lease our mailing lists to third parties. When submitting your e-mail on any Dade County Federal Credit Union website, you may be added to our database for future communication, or for statistical purposes. Dade County Federal Credit Union solely maintains this mailing lists. This mailing list is comprised of your email address associated with your member account. Every e-mail sent out using our mailing list clearly identifies Dade County Federal Credit Union as the sender of the mail and explains how to unsubscribe from the list at the bottom of the e-mail.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;

For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;

You will reimburse the Service for any fees imposed by your financial institution as a result of the return;

You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,

The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees, and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR ACCOUNT CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

Telephone us at 888-918-7579 during customer service hours; and/or

Write us at:

Dade County Federal Credit Union
Attn: Customer Care
560 Carillon Parkway
St. Petersburg, FL 33716

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is canceled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

YOUR LIABILITY FOR UNAUTHORIZED USE

If You believe that Your Access Device has been lost, stolen or used without Your permission, notify Us at once. You could lose the entire account balance plus the maximum overdraft line of credit. If You notify Us within two days, You can lose no more than \$50. If You do not notify Us within two business days after You learn of the loss, theft or unauthorized use of Your Access Device, and, We can prove We could have stopped someone from taking Your money if You had given Us notice in time You could lose as much as \$500.

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 first statement indicating the error 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 had You told Us in time.

If a valid reason (such as a long trip or hospital stay) keeps You from giving Us notice, We will extend the time periods.

You must be willing to prosecute anyone who uses Your Access Device without Your permission.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If You believe someone has conducted a transaction on Your account without Your permission, call or write Us:

DADE COUNTY FEDERAL CREDIT UNION

1500 NW 107th Avenue

MIAMI, FLORIDA 33172

Phone: (305) 471-5080, Extension 2300

1(800) 299-7147

[Contact Us](#)

ERROR RESOLUTION NOTICE

In the case of errors or questions about your electronic transfers, telephone us at (305) 471-5080, extension 2300, write us at Dade County Federal Credit Union 1500 NW 107th Avenue Miami, Florida 33172. You can also reach us via the [Contact Us Form on our website 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 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 questions. 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.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If We do not properly complete a transaction to or from Your Account according to this Agreement, We will be liable for Your losses or damages. However, We will not be liable if:

- Through no fault of Ours, Your account does not have enough money (or sufficient collected funds) to complete the transfer.
- The transfer would take You over the available limit on Your overdraft line of credit.
- Your account is frozen because of a court order or similar reason.
- The system is not working properly at the time of Your transaction.
- Your Access Device was lost, stolen, or We have reason to believe that the transfer may be unauthorized.
- Circumstances beyond Our control prevent the transfer, despite reasonable precautions that We have taken.
- If You have not provided Us with complete and correct payment information, including without limitation the name, address, account number and payment amount of the payee on a bill payment.
- If You have not properly followed the terms of the Agreement or instructions regarding how to make an electronic fund transfer.

LOANS

Credit is subject to the terms and conditions disclosed in the LOANLINER Credit Agreement and Truth-in-Lending Disclosures. You hereby authorize DCFCU to verify employment and credit history and to obtain a credit report in connection with the credit application.

VISA DISCLOSURE

[Visa Platinum and Visa Secured Application and Solicitation Disclosure.](#)

[Student Visa Application and Solicitation Disclosure.](#)

EQUIPMENT FAILURE

We will not be liable to You for failure or malfunction of any equipment associated with the DCFCU Internet Banking Service. This service may be interrupted for a short time each night for data processing and system maintenance.

TERMINATION

We may terminate Your right to use Your Access Device or cancel this Agreement at any time upon written notice. You may request termination of these services in writing. Termination will not relieve You of any obligation to repay any sums borrowed or fees or charges You incurred.

CHANGES TO TERM

We may change the terms and charges for the services shown in this Agreement and may amend this Agreement from time to time.

INFORMATION DISCLOSURE

We restrict access to nonpublic personal information about You by maintaining physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic information. However, We reserve the right to confidentially disclose information about Your account or transfers You make, to third parties who will not disclose this information to any additional parties:

- When it is necessary to complete an electronic transaction.
- To verify the existence and conditions of Your Account for maintaining, servicing or processing, to a third party such as a credit bureau or merchant, as permitted by law.
- To comply with a government agency or court order, or any legal process.
- If You give Us written permission.

GOVERNING LAW

This agreement is controlled and governed by the laws of the State of Florida except to the extent that such laws are inconsistent with Federal Law.

Thank you for reading this disclosure.