

Dakota Plains Credit Union Services Agreement and Disclosure

This Dakota Plains Credit Union (DPCU) Services Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a DPCU account. This disclosure sets forth DPCU's and your rights and responsibilities concerning electronic funds transfers. In this disclosure, the terms "we", "us" and "our" mean DPCU. The terms "you" and "your" mean those who hold accounts, sign as applicants, or any authorized user(s). These include DPCU's electronic services such as Virtual Branch, Mobile App, Bill Pay, DreamPoints Rewards, and E-statements.

Description

Virtual Branch is our electronic banking service that by using a personal computer, mobile phone, or other wireless device allow you to:

- Access account balances and history
- Transfer money between your DPCU accounts
- Make DPCU loan payments
- Pay bills with Bill Pay
- Enroll in and receive E-statements

Account Access

To use Virtual Branch, you must register, create a password, and agree to the disclosure. Virtual Branch can be accessed from DPCU's internet home page, www.dakotaplainscreditunion.com, using a User Name and Password. You can install a DPCU mobile app onto your wireless device from the Apple App Store or Google Play. E-statements are accessed through Virtual Branch.

Bill Pay

Virtual Branch's Bill Pay feature, allows you to use your personal computer or mobile device to direct payments from your accounts to third parties. Bill Pay enables you to set up and track one-time or recurring payments to individuals or merchants.

Bill Pay is a free service to members enrolled in Virtual Branch. However, other account related fees are still applicable as listed in DPCU's Fee Schedule.

Activation of Bill Pay requires a checking account in good standing.

You are responsible for all transfers and payments that you authorize using Bill Pay. You authorize DPCU to debit your designated account for any transactions accomplished through use of Bill Pay. If you permit another person to use Bill Pay or give them your Logon ID and Security Code, you are responsible for the payments or transfers that person makes. All transfers and payments will be deducted from the account that you designated as your primary account for Bill Pay. Any obligations you wish to pay must be payable in U. S. dollars and addressed to U.S. individuals or merchants. International payments cannot be made using Bill Pay. Funds must be available in your primary account on the scheduled date of the payment. After funds

are withdrawn from your account, DPCU may make the payment by electronic funds transfer or by mailing the payee a check drawn on a payment account maintained for that purpose. Payments may take 5 or more business days to reach the payee. DPCU is not liable for any service fees or late charges incurred as a result of use of Bill Pay.

Stopping a Payment If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Login to Virtual Branch and select the Bill Pay Tab. Select the company or person on the Payment Center, Click AutoPay, and change or stop the AutoPay options. If this does not work you may call Fiserv Member Support at 1-844-596-1552.

Payments made electronically cannot be stopped once they are deducted from your account.

DPCU is responsible only for exercising ordinary care in processing and sending payments upon your authorization in accordance with this agreement. DPCU is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have made the change sufficiently in advance, for the failure of any merchant to correctly account for or credit the payment in a timely manner, or for any other circumstance beyond our control. If your primary account does not have sufficient funds to issue a payment as of the date the payment is scheduled to be deducted, your account may be charged a fee for non-sufficient funds. In such a circumstance we may choose either to deny your payment request or honor your payment request thereby causing an overdraft for which you are responsible.

Availability

Virtual Branch is available 24 hours, seven days a week. Availability of Virtual Branch may temporarily be suspended for brief periods of time for maintenance or updates. Unforeseeable events may also cause temporary interruptions. DPCU is not liable in any way for any problems or damages incurred as a result of interruptions of service.

Logon ID and Security Code

You are responsible for the safekeeping of your Logon ID, Security Code, and any additional account access information. It is recommended that you: do not share or allow others to view your Logon ID, Security Code, or any other account information, do not leave your session unattended while you are logged in, and do not send privileged account information, such as Logon ID or Security Code, in any public or general email or messaging system. You must immediately notify us and change your password if you believe your login information may have become known to an unauthorized person.

Fees and Charges

There is no fee associated with Virtual Branch. However, typical account fees disclosed on DPCU's Fee Schedule are still applicable. There may also be fees for accessing Virtual Branch imposed by your service providers for internet or wireless services.

Limitations on Savings Account Transfers

During any statement period, you may not make more than six withdrawals or transfers from a Share Savings Account.

Statements

You will receive monthly statements if you have a checking account, if not your statements will be received quarterly. You can choose to receive your statements electronically by enrolling in DPCU's E-statements.

Electronic Mail

Emails to DPCU may be delayed and may not be received until the following business day. If you need DPCU to receive information concerning your account immediately, such as stop payment requests, reporting lost or stolen information, or to report errors or unauthorized use of your account, you must contact us in person or by telephone.

Contact by DPCU

Neither DPCU employees nor any company affiliated with DPCU will contact you by phone, email, or text message requesting your Logon ID, Security Code, or any other account access information. If you are contacted by anyone requesting such information, please notify us immediately.

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 as explained in the separate DPCU Privacy Disclosure.

Termination of Virtual Branch

You may at any time terminate your access to Virtual Branch at any time by contacting your local branch.

DPCU may immediately terminate your access and this agreement if: you do not comply with the agreement governing your accounts or your accounts are not in good standing, you breach this or any other agreement with us, or we have reason to believe there has been unauthorized use of your Logon ID or Security Code. We will notify you if we terminate this agreement or Virtual Branch for any other reason.

Other Provisions

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review DPCU's Funds Availability Notice to determine the availability of deposited funds. DPCU reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, or lower an account balance below a required balance.

Matters not covered by this disclosure shall continue to be governed by DPCU's Account Agreements, DPCU Account Terms and Conditions, the Uniform Commercial Code as adopted by North Dakota, and any other applicable federal or North Dakota laws.

Business Days

For the purpose of this electronic funds transfer disclosure, DPCU's business days are Monday through Friday, excluding Federal holidays.

Liability for Unauthorized Consumer Transfers

Tell us at once if you believe your Logon ID, Security, or any other access information has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. 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, you can lose no more than \$50 if someone used your access information without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your account access information, and we can prove we could have stopped someone from using your account if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was available to you, you may not get back any money 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 hospital stay) kept you from telling us, we will extend the time periods. If you believe your account access information has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call DPCU at 701-493-2334 or 800-555-5889, or write us at Dakota Plains Credit Union, Attn: Operations Department, PO Box 248, Edgeley, ND 58433. When you give someone your Logon ID and Security Code, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Our Liability for Failure to Make Transfers

If DPCU does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, DPCU will be liable for your losses or damages directly related to the transactions. In no event shall DPCU be liable to you for:

- Failure to provide access to Virtual Branch
- If, through no fault of ours, you do not have enough money in your account to make the transfer or your account is closed
- If the money in your account is subject to legal process or other encumbrances restricting the transfer
- If the transfer would go over the credit limit on your overdraft line
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken
- If you have not properly followed any applicable device or wireless service provider user instructions
- If your device fails or malfunctions or Virtual Branch was not working properly and you knew about the breakdown when you started the transfer
- If the error was caused by a system beyond our control, such as that of your internet or wireless service provider
- There may be other exceptions not stated in our agreement with you

In Case of Errors or Questions About Your Consumer Electronic Transfers

Telephone us at 1-800-555-5889 or write us at Dakota Plains Credit Union, Attn: Operations Department, PO Box 248, Edgeley, ND 58433 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 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.

Dakota Plains Credit Union eStatement Agreement and Disclosure

This disclosure contains important information about DPCU's Electronic Statement product, also referred to as eStatements. You should keep a copy of this disclosure for your records.

eStatement Delivery

If you enroll in eStatements, we will send you an email alert to the email address you provide when your statement becomes available for viewing online. You can change the email address for the statement alert at any time by updating your Personal Information within Virtual Branch.

The email alert will include a link to Dakota Plains Credit Union homepage. You can also navigate to the eStatement page anytime from within Virtual Branch.

Statement Availability

eStatements are securely available online for 24 months. Check images can be easily accessed online for 3 months. Both eStatements and check images may be downloaded or printed for permanent retention.

If you need a paper copy, please contact us at 701-493-2334 or 800-555-5889. A fee will be charged as described in our most recent Fee Schedule.

Enrolling in eStatements

You may enroll in eStatements as part of the Virtual Branch enrollment process, or you can activate them at any time by accessing the eStatement page within Virtual Branch.

Canceling eStatements

You may opt-out of eStatements at any time by contacting us. If you opt-out of eStatements, we will resume delivery of your paper statements by U. S. Mail. There will not be a fee associated with the reinstatement of paper statements. If you cancel e-Statements and have a Kasasa Cash Back or Kasasa Cash account you will no longer qualify for the rewards.

Hardware and Software Requirements

If you can access Virtual Branch, you should be able to access your eStatements. However, prior to enrolling in eStatements, you should verify that you have the following hardware and software:

- Internet Access.
- A computer or wireless device with an Internet browser that can support 128-bit encryption.
- Adobe Reader®
- Access to a printer or storage medium such as a hard drive so that you can download and/or print statements for your records.
- An external email address.

We may revise hardware and software requirements, and if there is a material change that may impact your ability to access E-statements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving statements (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

Email Address Changes

In order to provide eStatements, we must maintain a current email address at all times.

You should notify us of any changes to your personal contact information or you can update your personal information on Virtual Branch.

If you have a "multiple-party account" as defined in the Terms and Conditions account agreement, your email address may be changed by any authorized party to your account. DPCU will have no obligation or liability to any of the parties to a "multiple-party account" if the email address is changed.