

Membership Booklet

Membership and Account Agreement

Funds Availability Policy Disclosure

Electronic Fund Transfers (EFTs) Agreement and Disclosure

Online and Electronic Services Agreement

Electronic Communications Terms and Conditions

Substitute Check Policy Disclosure

Privacy Notice



Diamond
C r e d i t U n i o n

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That's **younity.**

IMPORTANT NOTICE

The documents contained in this booklet are your copies of Diamond Credit Union's member agreements and disclosures. Please keep for future reference and contact us at 1-800-593-1000 if you wish to request an updated version.

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MEMBERSHIP AND ACCOUNT AGREEMENT

This is the agreement (the "Agreement") between you, the member, and Diamond Credit Union ("Credit Union"), regarding your accounts with the Credit Union. By establishing an account with the Credit Union, you agree that this Agreement is a binding contract between you and the Credit Union.

YOU UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT BY BOTH PARTIES TO RESOLVE ANY DISPUTES THAT ARISE REGARDING ANY LOAN, PRODUCT OR SERVICE BY AN INDIVIDUAL ARBITRATION PROCEEDING HELD IN ACCORDANCE WITH THE PROVISIONS OF SECTION ONE, MEMBERSHIP AND ACCOUNT AGREEMENT, AND THAT THE PARTIES HAVE AGREED NOT TO RESOLVE SUCH DISPUTES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION PROCEEDING AND THAT YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING.

You should retain a copy of this Agreement and feel free to call the Credit Union if you have any questions. In addition to your agreement with the terms and conditions set forth in this document, by establishing an account with the Credit Union you acknowledge receipt of and agree to the various terms separately provided to you with regard to Truth in Savings, Privacy, Funds Availability, Online and Electronic Services, and Electronic Fund Transfers (EFT) and Wire Transfer Disclosures. The various terms and conditions set forth in those documents are incorporated into this Agreement by reference. You also agree to abide by the Bylaws of the Credit Union.

This Agreement and those documents discussed above include certain disclosures required under the Truth in Savings Act and National Credit Union Administration and Federal Reserve Board regulations and commentary, the Electronic Fund Transfer Act (Regulation E), the Funds Availability Act (Regulation CC), Uniform Commercial Code Article 4A and other applicable laws or regulations.

Throughout this Agreement, the words "you" and "your" mean the member and any joint members or co-depositors or co-borrowers. The words "we", "our", "us", and "Credit Union" mean Diamond Credit Union.

Membership

Membership Eligibility. The Credit Union serves in its field of membership those applicants within Diamond Credit Union's common bond as defined in the Credit Union's Charter. Diamond Credit Union is State-Chartered. Diamond Credit Union is open to anyone who lives, works, worships, regularly conducts business, or attends school in Berks, Montgomery, Chester, and Bucks counties in Southeastern Pennsylvania.

Please review our Membership eligibility on the Diamond Credit Union website at www.diamondcu.org for membership eligibility or speak with one of our service representatives to determine if you are eligible to join. Eligibility also includes Credit Union employees, Board Members, Volunteers, and Member's Immediate Family Members. If you retire, change jobs (outside the field of membership) or move to a new location, you may remain a member of the Credit Union as long as you maintain an open membership share account and are in good standing. Only members in good standing may receive the benefits and services of the Credit Union.

Diamond Credit Union wants you to know that "once a member, always a member". Diamond Credit Union is organized under regulatory laws that are monitored and enforced by the Pennsylvania Department of Banking and Securities and the National Credit Union Administration, an agency of the U.S. Government.

Becoming a Member. To become a member of the Credit Union, you must complete a Member Application and Signature Card and open a Membership Share Account with a minimum deposit of \$5.00. The basic share deposit that you must always keep in your Membership Share Account is \$5.00.

Credit Information. You authorize the Credit Union to check your existing accounts and investigate your credit standing and employment history when opening or reviewing any Loan or Deposit Account. We may report information about your loan or deposit account(s) to credit bureaus. Late payments, missed payments, or other defaults on your loan account(s) may be reflected in your credit report. You also authorize the Credit Union to disclose information regarding your Account to credit bureaus and creditors who inquire about your credit standing.

Credit Union Liability for Failure to Make Transactions. If we do not complete a transfer to or from your account on time, or in the correct amount according to this Agreement with you, we will be liable only for the actual amount of the transaction. Our sole responsibility for an error in a transfer will be to correct the error.

You agree that we shall not be responsible for any loss, property damage, or bodily injury, whether caused by the Credit Union's equipment, software, Internet browser providers, Internet access providers, online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, online access services, Bill Payment services, or Internet browser or access software. In this regard, although we have taken reasonable measures to provide security for communications from you to us via the online access and Bill Payment services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money available in your account to make a transfer or if there is not enough money in your account, in excess of amounts you have specifically pledged to us as collateral, to make a transfer or if the transfer would exceed your overdraft protection plan limits.
- If funds in your account are subject to garnishment or other legal process which prevents the making of the transfer or the exercise of our rights against the funds in your account pursuant to our statutory lien and right of setoff as provided herein, or a pledge of those funds you gave us.
- If you used the wrong identification code or you have not properly followed any applicable computer, Internet, or Credit Union instructions for making a transfer.
- If circumstances beyond our control prevent the transfer, despite reasonable precautions that we have taken.
- We will also be excused from such liability if you fail to observe the terms and conditions of this agreement or your obligations in our other disclosures.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- If your account is frozen because of a delinquent loan or is subject to legal process or other claim.

Certificate and Other Accounts and Services. All accounts, loans, products and services at the Credit Union are governed by the terms of this Agreement, including savings or share, checking or share draft, or time-accounts, known as Share Certificate accounts, that you own at the credit union. We also offer the following types of deposit accounts: Money Market Accounts, Individual Retirement Accounts, and Health Savings Accounts which are governed by this agreement. We may continue to honor all deposits, withdrawals, transfers, and transactions on an account until we receive a certified copy of an account owner's death certificate, along with proof of the representative's, claimants, or third person's authority as the representative, claimants, or creditor of the estate and identification as the estate representative claimant or creditor.

Dividends. Depending on the account type, the Credit Union may pay dividends or interest on your Accounts. Please refer to your Truth in Savings Account Disclosure for more details as to which accounts earn dividends, as well as how those dividends are computed and paid.

Deposit of Funds.

- How You Can Deposit Funds.** You may deposit funds to your account(s) by any means we permit, including in person, by check, telephone, automated teller machines (ATMs), interactive teller machines (ITMs), the mail, automatic transfer, or the internet.
- Our Rights upon Your Deposit.** The availability of funds from your deposit may be subject to a hold period depending on the type of deposit (cash, check, wire, etc.) and circumstances surrounding the deposit (the amount of the deposit, the source of the funds, etc.). Please see our Funds Availability Policy disclosure for information about our hold policy for checking accounts that follows this Agreement. If we elect to hold the funds from your deposit beyond any applicable hold period set forth in the Funds Availability Policy disclosure, we will notify you about the reason for and the duration of the hold.
- Authority to Negotiate Checks and Endorsements.** We may accept checks, drafts, and other items for deposit into any of your accounts. Checks deposited should be endorsed by you for your protection, though we may choose to permit you to deposit them without your endorsement. If the account is a multiple owner account, each account owner may endorse checks for one another. We reserve the right to verify the endorsement on any check we take for deposit and may require you to comply with specific endorsement requirements for business, insurance, or government checks before taking those checks for deposit. We may require proof of your authority to endorse any check on behalf of another person or entity before taking the check for deposit.
- Acceptance of Checks for Deposit is a Service to You.** In handling checks, drafts, items, or money for deposit or collection we are providing you a service (assisting you in collecting payment for the deposit) and act only as your agent, and assume no responsibility for the check, draft, or item beyond that of the exercise of ordinary care. We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an ATM that is not at a branch) until we actually receive the deposited item or money. We are not responsible or liable for the negligence or default of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We reserve the right to refuse and/or return any check, draft, item, or funds transfer taken for deposit, to place a reasonable hold on the check, draft, or item or to send the check, draft, or item for collection. We also reserve the right to charge your account for any check, draft, or item taken for deposit in the event it becomes lost in the collection process.
- Direct Deposit.** We offer direct deposit options that allow you to preauthorize deposits to your accounts (such as payroll, Social Security, retirement, or other government deposits) or preauthorize transfers from your accounts with us. You must initiate direct deposits on a direct deposit authorization form acceptable to the initiator of the deposit. We reserve the right to refuse and/or to return any or all funds transfers. Should we be required to reimburse the federal or state government for any benefit payment directly deposited into your account, unless otherwise prohibited, you agree that we may deduct the reimbursed amount from your account and may recover any amount owed according to the terms of this Agreement. If you file for bankruptcy and fail to cancel any direct

deposit authorization to your accounts, you agree that your employer should continue to make and that we should continue to apply your direct deposits in accordance with the instructions you have given to us. You must notify us no less than 30 days in advance if you want to cancel or change a direct deposit or transfer option. We may be required to reimburse the U.S. Government for over payments or adjustments to your benefits and you hereby acknowledge that we have the right to make those adjustments as requested for by the government.

- f. **Restrictive Legends.** The automated processing of the large volumes of checks prevents us from examining each item for “Restrictive Endorsements” and the Credit Union will not be liable for any such restrictions, unless otherwise required by law. Restrictive endorsements include, but are not limited to, “Void after 90 Days” or “Not Valid Over \$1,000.00”, for example only. We are not required to honor any restrictive legends placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.
- g. **Crediting of Deposits and Payments.** Deposits or payments made, whether in cash, check, or money order, are subject to verification and the posting of such deposits and payments to Share Savings, Draft/Checking or loan accounts until they can be collected, verified, and entered into our accounting system.
- h. **Final Payment.** If you deposit a check, draft or other non-cash item, we have the right to clear it before we make the money available to you subject to applicable federal regulations. All deposits must credit to your account or be cleared through an Automated Clearing House (ACH) before final credit is applied to your account. If there are special fees for collecting your deposit, you promise to pay them (see the Credit Union’s Fee Schedule for a list of fees). We may deduct such fees directly from your account. If we feel there is a reason to do so, we may refuse, limit or return any deposit. We have the right to refuse to accept any deposit and we specifically reserve the right to refuse to accept checks for deposit that have more than one endorsement. We reserve the right not to pay interest on amounts subject to garnishment, levy or other legal process; and we reserve the right not to pay interest on any deposit that is returned to us unpaid by the financial institution on which it is drawn (even if that means a reversal of credited interest).

Fees. Any Account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Credit Union’s Fee Schedule for a list of fees. These fees may be changed at our discretion. We will provide you notice of such changes in accordance with law.

Transaction Limitations. For savings, club, and money market accounts, we may limit the number of transfers which will be disclosed on your account disclosure. We may limit or refuse a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute between Account Owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) if (non-corporate account) a depositor is deceased or (corporate account) the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. Other types of transfers and withdrawals, such as those made in person, by mail, or at an ATM or ITM can be made without limitation. Please refer to the Credit Union’s Account Disclosure for more information regarding transaction limitations. The Credit Union reserves the right to require no less than 7 days advance notice, nor more than 60 days advance notice from you of any withdrawals.

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.

Power of Attorney. If you appoint an agent as your Attorney-in-Fact with a Power of Attorney document and we accept the documentation presented for such an appointment, we may accept such an authorization for transactions without further communication to you. Unless your Power of Attorney document specifically prevents you from entering into transactions, we may accept either your personal transactions and/or those authorized by your appointed “Agent”.

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER WILL BE RESOLVED. Except as expressly provided herein, any controversy, dispute or claim (“Claim”) arising out of or relating to this Agreement, your account, any loan, product, service and/or the relationships of the parties hereto shall be resolved or otherwise settled by binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Consumer Rules in effect at the time the Claim is filed. Such arbitration shall take place in Berks County, Pennsylvania.

The arbitrator’s decision shall be final, binding and non–appealable. Any judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator’s fees, shall be borne by the non-prevailing party, unless otherwise required by law. This mandatory arbitration provision shall survive the closing of your Account, the maturity of any loan and the termination of this Agreement. No provision of this Agreement, any other agreement between the parties, nor the exercise

of any right under this Agreement, shall waive the arbitration requirement. Notwithstanding anything contained herein to the contrary, the arbitration shall not limit the right of either party to (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during or after the pendency of any arbitration; (2) exercise permissible self-help remedies, such as setoff; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust or applicable law; or (4) to proceed with collection of amounts owed by you to us in connection with this Agreement through all other legal methods, including, but not limited to, proceeding to court to obtain judgment. Additionally, notwithstanding the foregoing, this Section is not intended to apply to Claims arising in connection with our extensions of consumer credit to "covered borrowers" as such term is defined in the Military Lending Act. To the extent a court has jurisdiction as explicitly agreed to in this Section, the court with exclusive jurisdiction shall be the Court of Common Pleas located in Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH AN ARBITRATION. IF THE PARTIES PURSUANT TO AN EXCEPTION EXPRESSLY PROVIDED HEREIN PROCEED TO LITIGATION, THE PARTIES EXPRESSLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.**

CLASS ACTION WAIVER- Any Claim against the Credit Union must be brought in the respective party's individual capacity and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain a Class Action in any forum, including arbitration. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties agree that the court with exclusive jurisdiction shall be the Court of Common Pleas located in Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD THE RIGHT TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH AN ARBITRATION.**

Terms Regarding Share Draft Accounts

Deposits Generally. Once you have established your Share Draft Account (checking account), you may make additional deposits into those accounts at any time and in any amount subject to the terms of this Agreement. The above terms regarding "Deposit of Funds" also apply to Share Draft Accounts, except as they may be modified by this section. The terms in this section may apply to other share accounts, where applicable. All drafts drawn on your Share Draft Account may be returned by us unpaid for any reason that drafts are normally returned, such as, for example, insufficient funds, uncollected funds, or litigation.

Share Draft Account Minimum Balance. The minimum amount required to open or maintain a Share Draft Account is outlined in the Truth in Savings Account Disclosure provided at the time of account opening. You must maintain a minimum balance of \$5.00 in your Membership Share Account to retain a Share Draft Account.

Checks Presented for Payment in Person. We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment. If we agree to pay a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the Credit Union's Fee Schedule.

Remotely Created Checks. For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third-party payee as authorized by the owner of the account on which the check is drawn. Authorization is usually made over the telephone or through on-line communication. The owner of the account does not sign a remotely created check. In place of the owner's signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account and may charge against your account any remotely created check for which the third party has proof of your authorization.

Payment of Share Drafts. The Credit Union is under no obligation to pay a share draft which is more than 6 months old. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a draft.

Funds Availability. Funds from deposits you make into your Share Draft Account may not always be immediately available. Refer to our Funds Availability disclosure for more details. The use of the Share Draft Account is subject to other terms, conditions and requirements as the Credit Union may establish from time to time.

Fees. As with all other accounts, your Share Draft account may be subject to service charges in accordance with the fee schedule adopted by the Credit Union from time to time. You should refer to the Credit Union's Fee Schedule for a list of fees. These fees may be changed at our discretion.

General Overdraft Information. If the available funds in your share draft or checking account are on any day not sufficient to pay the full amount of a check, draft, transaction, or other items posted to your account plus any applicable fee ("overdraft"), the Credit Union, at its discretion, may return or pay the overdraft. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, by paying any overdraft, we do not agree to pay overdrafts in the future and may discontinue paying overdrafts at any time. We may notify you electronically of any insufficient funds, checks, or items paid or unpaid and returned that you may have. However, we have no obligation to notify you before we pay or return any item. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. **You can avoid fees for overdrafts and returned items by making sure that your account always contains sufficient available funds to cover all of your transactions.** We also offer services that you can use to help you manage your account and help you avoid overdrafts, such as NetBranch Online Banking and E-Alerts. The Credit Union offers the Overdraft Service as a convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account and we encourage you to manage your finances responsibly.

Overdraft Services. We offer a discretionary Overdraft Service to cover overdrafts on your accounts. The Credit Union offers the Overdraft Service to eligible account owners who qualify. The Standard Overdraft Service allows us to authorize payment regardless of whether your share or deposit account has sufficient available funds and is provided to qualified accounts automatically for share drafts/checks, ACH, recurring debit card, and online transactions. Additional Overdraft Service will be provided for ATM, ITM, and one-time debit card transactions only if you expressly request ("opt-in") for these transactions. Without your consent ("opt-out"), the Credit Union may not authorize and pay an ATM, ITM, or one-time debit card transaction that will result in an overdraft of your account. We also offer an Overdraft Transfer Service that permits transfers from a share/savings, checking/share draft, or money market account. If more than one overdraft service or source are used to pay one overdraft, fees may be assessed for each service or source used. We are not obligated to pay any transaction presented for payment if your account does not contain sufficient available funds. While fees apply when you use any Overdraft Service, the fees under the plan may be less than the fees for returned items.

Overdraft Limit and Fees. If you qualify, the Credit Union may pay overdrafts up to a limit to which you qualify, and we may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. This overdraft limit will not be included or reflected in your actual or available balance of your account provided by a teller, at an ATM/ITM or POS facilities or on your periodic statements. Each paid item and the Credit Union's fees will be included in this limit. Generally, we will not pay an overdraft in excess of any limit we have established for your account type and if you have reached your overdraft limit, any checks or items presented to us will be returned for insufficient funds. This Overdraft Service is not a line of credit, is not guaranteed, and is independent of other overdraft plans we may offer. The fee for each paid overdraft, per presentment, is set forth on the Credit Union's Fee Schedule and will be listed on your statement including the term "Overdraft". If we do not pay the overdraft, there is a Returned Item fee, per presentment, as set forth on the Credit Union's Fee Schedule and will be listed on your statement including the term "Returned". There is no limit on the number of overdrafts paid on any one day. These fees may be amended as set forth in our Fee Schedule.

Your Checking Account Balance. Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

Your **actual** balance is the full amount of all deposits made into your account less payment transactions that have actually "posted" to your account. While the term "actual" may sound as though the number you see is an up-to-date display of what is in your account that you can spend, that is not always the case. It does not reflect checks you have written or payments you have authorized or holds on deposits that have not yet posted. For example, if you have a \$50.00 actual balance, but you just wrote a check for \$40.00, then your actual balance is \$50.00 but it does not reflect the pending check transaction. So, at that point, you actually have \$50, but you have already spent \$40. Also, the actual balance does not include holds that may be placed on checks you deposit. Thus, if you deposit a \$1,000 check, your actual balance will increase by \$1,000 but only \$225 may be available for you to spend because there may be a hold on \$775 for a period of time.

Your **available** balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment. In that case, we will put a "hold" on your account for \$20. Your actual balance would still be \$50.00 because this transaction has not yet posted, but your available balance would be \$30 because you have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your actual balance will be reduced by \$20. Available balance at the time a transaction posts to your account is used to determine when your account is overdrawn.

It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all the outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account. In addition, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

The best way to know how much money you have and avoid paying overdraft fees is to record and track all of your transactions closely.

IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR HAVE ANY QUESTIONS, PLEASE CONTACT US.

Overdraft and Non-Sufficient Funds Fees (NSF). We will charge you a fee **each time** a payment is made on this account and that payment is returned for Non-Sufficient Funds, **and each time that same payment is presented for payment** with non-sufficient funds available to cover the payment, regardless of who initiates the re-presentation. The payment could be initiated by us or by you, or by the financial institution on whom the payment is initiated. So, you could be charged multiple times a Non-Sufficient Funds Fee for the same check or payment, or that same item is re-negotiated with insufficient funds available to cover that check or payment. You should refer to our Fee Schedule for a list of fees.

Order of Items. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The Credit Union generally processes checks and items as described, but not necessarily in the following order: (i) checks are paid in the order they are presented, (ii) ACH items, credits are processed first and ACH debits processed second, and paid in the order they are presented (iii) debit card transactions are paid in the chronological order they are received. We determine the order in which we process and post deposits and other credits and checks and other items to your account. We may pay or authorize some items, and decline or return others, in any order we deem appropriate.

Member Repayment Responsibility. If we pay an item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. Accounts may be closed for failure to repay overdraft balances. We will report account closures to consumer reporting agencies, and we may refer your account for collection. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

Termination of Service. The Credit Union may immediately suspend the Overdraft Service if you fail to repay your overdraft balance, or for any reason the credit union deems necessary. For Overdraft Services which require your consent ("opt-in") you may withdraw your consent ("opt-out") of the service at any time by notifying the Credit Union by phone, in writing, or in person. You understand that by opting out of this service, the Credit Union may refuse to pay any check or item that is presented against an insufficient available balance on your account, and you will be responsible for any Returned Item fees. You are still responsible to pay any overdrafts, even if you have terminated the service.

Suspension of Services. The Credit Union reserves the right to suspend the benefit of any credit union service at any time for reasonable cause. We also have the right to pay any check presented for payment from your account after your account is closed or suspended and we may proceed to collect any such amount paid from you.

Truncated Drafts; Statements. Your canceled share drafts will not be returned to you; they will become Credit Union property and be held by us ("truncated") for you. Your monthly statement will itemize your canceled drafts by number, date of clearing and the amount of the draft. Any objection respecting any item shown on a periodic statement is waived unless made in writing to the Credit Union before the end of sixty (60) days after the statement is mailed. A copy of any share draft will be available to you as required by law. There may be a small fee to obtain a copy of a draft (see the Credit Union's Fee Schedule for a list of fees).

Stop Payments

Stop Payment Order Request. You may request a stop payment order on any share draft drawn on your account. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the share draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft, and to assist us in any legal action.

Verbal Stop Payment Request. If a verbal stop-payment order is accepted at the Credit Union and you fail to complete and submit this written request for the stop payment order within 14 days, the credit union's block on the payment shall be lifted and the credit union will issue payment to any payee(s). An oral stop payment order ceases to be binding after 14 days if you fail to provide this written confirmation of the stop payment order.

Duration of Order. If this stop payment order is for a check/draft, it will expire after 6 months unless renewed in writing. Preauthorized EFTs will never expire unless you request a withdrawal of the request.

Postdated & Stale Share Drafts. You understand that postdating a share draft will have no effect on whether or not it is honored prior to or after the date of any such share draft. A stale share draft is any share draft received by Us that is dated 6 months or more prior to the date of receipt. We may pay or refuse to pay any postdated, stale or overdraft share draft, or other item presented for payment on Your Account without any liability.

Liability. Fees for stop payment orders are set forth on the Credit Union's Fee Schedule. You generally may NOT stop payment on any certified check, corporate check (cashier's check) or any other check, draft, or payment guaranteed by us. Even if payment of such an item is stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including

claims of any multiple party, account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information you provided the Credit Union.

Other Terms and Conditions

Individual Account(s) are owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership.

Payment of Share Drafts after Death. We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items.

Joint Account(s) with Survivorship. If two or more parties have signed a signature card as Joint Account owners with rights of survivorship, you are creating, and intend to create, a "joint tenancy with rights of survivorship" and either one of you may withdraw from the account without the signature of any other joint owner, unless otherwise restricted upon opening of the account. That is, you as the owners of the account, agree with yourselves and the Credit Union that all sums paid in shares or other deposits (as applicable), together with all accumulations, prior to now or hereafter, less setoffs as allowed by law for any sums due the Credit Union by any party, shall be owned by all of you jointly with full right of survivorship, and shall be subject to withdrawal or receipt by any of you in whole or in part.

Unless otherwise stated on the account card, a joint account includes rights of survivorship. This means that when one owner dies, all sums and interest in the joint account will pass to the surviving joint owner. For a joint account without the rights of survivorship, the deceased owner's interest passes to his or her Estate. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's debts and obligations to the Credit Union and, to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Payment to any of you or the survivor(s) of you, or your personal representatives, administrators or assigns of the last survivor(s) of you, shall be valid and discharge the Credit Union from any liability for such payment and amount. Each signer appoints each other signer to be his or her irrevocable attorney: to make deposits to the account; to endorse, for cash or deposit, any checks or other items whether payable to one of the signers alone or with others; and to receive and receipt for all funds, all without obligation to us to inquire into the source or application of funds. To induce us to act thereunder, each person signing the signature card jointly and individually agrees to hold the Credit Union harmless and indemnify us from loss, cost, and damage in all respects in connection with any of the foregoing, including court costs and attorney's fees, except as may be limited by applicable law. Any or all of the joint owners may pledge all or part of the shares or deposits in the account as collateral for security on any loan(s) for this Credit Union. No authority or obligation of the Credit Union may be changed or terminated by one or more of the joint owners without prior written notice to the Credit Union, and no such change or termination shall affect transactions already made. Further, each joint owner is subject to the terms and disclosures of this Agreement, and hereby acknowledges receipt thereof.

Trust Accounts. If you have opened an account for a Trust, you as Trustee(s) understand and agree that the Credit Union may distribute funds pursuant to the terms of the most recently dated Trust Agreement on file at the Credit Union, and you, on behalf of the Trust, all beneficiaries of the Trust, and all Successor Trustees forever indemnify and hold the credit union harmless for distributions made pursuant to that Trust made in good faith in the absence of gross negligence on the part of the Credit Union. You further agree that it is your responsibility to notify the Credit Union when a Trust for which an account has been opened has been revoked, rescinded, revised, or in any way modified.

Revocable Trust. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account dies, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this type of account may: (1) change beneficiaries, (2) change the account type, and (3) withdraw all or part of the account funds at any time.

Payable on Death/In Trust for Account Designation. A Payable on Death (POD) account or In Trust For account (ITF) designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to any named and surviving POD or trust beneficiary/payee. The owners of these account types may change the beneficiaries, change the account type, and/or withdraw any or all of the account funds at any time. Accounts payable to more than one surviving beneficiary/payee are owned in equal shares by those beneficiaries, without right of survivorship. The Credit Union is not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. Any POD or trust beneficiaries/payees designated shall not apply to Individual Retirement Accounts (IRAs).

Custodial Accounts for Minors. Any custodial accounts for minors are subject to the terms and conditions set forth in the Uniform Transfer to Minors Act. It is your responsibility to know and abide by any legal effects related to this type of account.

Other Accounts for Minors. We may require any account established by a minor to be a multiple party account with an owner who has reached the age of majority under Pennsylvania law and who shall be jointly and severally liable to us for any returned

item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to a minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

Missing Endorsements. The Credit Union is authorized to supply any of your endorsements on any check or other instrument tendered for any account, and the Credit Union shall have no liability in connection with the collection of such items that are handled by it without negligence, and the credit union shall not be held liable for the acts of any agents, subagents or others. We may accept transfers, checks, drafts and other items for deposit into your account(s) if they are made payable or to the order of one or more account owners, even if they are not endorsed by all payees. Withdrawals may not be made on account of such items until collected, or as otherwise provided by law. Any amount not collected, or later returned, may be charged back to the account, including expense incurred, and any other outside expenses incurred relative to the account may be charged to it.

Share Insurance. Your savings in the Credit Union are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the Federal Government, in accordance with regulations promulgated by the NCUA. Retirement accounts, including IRA share accounts and traditional IRA certificates, are covered separately to \$250,000 by NCUA. Generally, if a credit union member has more than one individual account in the same insured credit union, those accounts are added together and are insured up to \$250,000. Shares maintained in different legal ownership capacities may each be separately insured. There are numerous combinations of accounts that can increase your total coverage. Contact a Member Service Representative to discuss ways to increase your total coverage.

Charges. You agree to pay us charges in connection with your accounts in accordance with the Credit Union's Fee Schedule for accounts in effect from time to time. We will provide advance notice of any increase in current charges, or any new charges, as required by law. We may deduct any charges owed by you from any of your accounts, whether you are an owner or joint owner. We reserve the right to waive any charges in our sole discretion.

Return of Deposits/Closed Accounts. We may, at any time, in our sole discretion, refuse to accept any deposit, or close any or all of your accounts with us without prior notice to you. Provided, however, we may not terminate your membership in the Credit Union without satisfying the notice provisions of the Credit Union Act and related Bylaw Provisions and regulations. If we close an account, we will notify you and send you a check for any balance in your account after deducting all applicable charges. Any withdrawal that reduces the amount in an account to zero (other than a Share Draft Account) may automatically close that account. We are not liable for any draft, withdrawal or other order after an account is closed. Any drafts presented after your account has been closed will be returned unpaid. We reserve the right to advise consumer reporting agencies and other third parties of accounts closed for misuse.

Inactive Accounts. The Credit Union will consider your account inactive as defined by Pennsylvania Statute with no deposits or withdrawals on your account. This excludes dividends credited to your account by the Credit Union. Pennsylvania statute requires the Credit Union to turn these funds over to the Commonwealth of Pennsylvania after a period of no activity as specified by statute. Before turning funds from inactive accounts over to the Commonwealth of Pennsylvania, the Credit Union will send notices as required by Pennsylvania law advising you of your rights. The Credit Union reserves the right to assess a periodic fee and processing fee on inactive accounts as specified in the Credit Union's Fee Schedule.

Statement(s). If we send you a periodic statement for your Share Draft Account, the statement(s) will include all activity on your account as required by law. You will receive a periodic statement for your Share Savings Account or other savings accounts, unless you have an electronic funds transfer transaction during a monthly period (in which case you will receive a monthly statement), or you will receive a combined statement on a monthly basis if you have a Share Draft Account and other savings accounts. Each such statement shall show the transactions on your accounts and any charges. We reserve the right not to send statements for accounts we consider inactive, or for those accounts on which we do not have a valid address on file. You should examine the periodic statement carefully and reconcile the account. If there are any discrepancies, the Credit Union should be notified immediately. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60-days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 calendar days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us, the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

If you do not receive a periodic statement when you would normally receive one, you agree to notify us within fourteen (14) calendar days of the time you normally would have received a statement. The Credit Union will not be liable if items were forged or altered such that a reasonable financial institution could not detect the fraud.

Scope of Agreement. This Agreement shall be effective and shall govern all accounts, loans, products and services with us. By signing a signature card, making deposits or withdrawals, or leaving amounts on deposit, you agree to the terms of this Agreement. This Agreement shall supersede all previous agreements for such accounts.

Notice of Name or Address Changes. You are responsible for notifying us of any address or name change. Whenever we are required to send you notice, the Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us in writing. The Credit Union requires all notices of change in name to be in writing. Other changes such as

mailing address or e-mail address can be made in writing or online through NetBranch. If we attempt to locate you, we may impose a fee as specified in the Credit Union's Fee Schedule.

Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms or rates as required by law or as required in this Agreement. All notices regarding changes to this Agreement will be sent to you to the mailing address shown on your statement. In the event of joint ownership, notice by or to any one joint depositor shall be deemed notice by or to all. You may terminate your membership with the Credit Union if you do not agree to the changes. If you continue to use your accounts, loans, products and/or services after the effective date of such change, you will be deemed to have agreed to the change. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement. We reserve the right not to send notice for accounts we consider inactive. Notices to us should be sent to: **Diamond Credit Union, 1600 Medical Dr., Pottstown, PA 19464 - Phone: 610-326-5490**

Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or when emailed to you with the email address you have provided to the Credit Union if you have chosen to receive notice electronically. Notice to any account owner is considered notice to all account owners.

Indemnity. If by following your instructions we are exposed to a claim or suit by an adverse claimant, you shall hold us harmless and indemnify us from any such losses, expenses, liabilities or damages including actual attorneys' fees. If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities or damages, whether directly or indirectly, we may refuse to follow your instructions, or we may require a bond or other protections.

Severability. If any of this Agreement is found by any other court or regulatory body of competent jurisdiction to be invalid or unenforceable in whole or in part for any reason whatsoever, the authority of the remaining provisions or portions hereof shall not be affected thereby.

Waiver. We may waive any of these provisions at our sole discretion, but any such waiver will apply only on that occasion. If we chose to waive any provision, we will not be bound to waive the same provision or any other provision on another occasion.

Telephone Requests. You agree (for joint accounts, all joint owners agree jointly and severally) that funds in any of your accounts with us can be transferred upon the telephone request of any signer on the account. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any telephone request or order.

Facsimile Signatures. You agree (for joint accounts, all joint owners agree jointly and severally) that the Credit Union may accept and rely on facsimiles of your signature(s) on any deposit or withdrawal form, order or other notices, requests or instructions regarding any account under this Agreement or with the Credit Union. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order or instruction we believe to be genuine. Furthermore, we may refuse to execute any facsimile request or order.

Information About Your Accounts and About You. Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information: (1) when it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment; (2) to our accountants, attorneys or other professional advisors; (3) to Credit Union or financial institution regulators; (4) to exchange, in the regular course of business, credit information with other financial institutions or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to the appropriate law enforcement authorities when we believe we have been a victim of a crime; (7) to comply with government agency or court orders, or to furnish any information required by statute; (8) to furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information; (9) when we are attempting to collect an obligation owed to us; or (10) unless otherwise prohibited by law. In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others. For additional information about how we share your information with third parties, please refer to the Credit Union's Privacy Notice.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

Legal Process Against Account. If any legal action occurs with respect to your account, any expenses or attorney fees we incur in responding to such legal process, including but not limited to, responding to garnishments, attachments or levies on your account(s), may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our priority lien and security interest as well as our right of setoff.

Governing Law/Jurisdiction/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts principles and except as superseded by federal laws and regulations, by the Credit Union's Bylaws, and by local clearinghouse rules. In the event of any action regarding this Agreement, or the accounts, loans, products and services provided by the Credit Union pursuant to this Agreement is found not to be subject to the Mandatory Arbitration and Class Action Waiver provisions set forth herein, exclusive venue and jurisdiction for such action shall be in the Court of Common Pleas of Berks County Pennsylvania, or in the Federal District Court for the Eastern District of Pennsylvania.

Taxpayer Identification Numbers and Backup Withholding. Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

Special Account Instructions. You may request that we facilitate certain business, trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your business, trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Change form and accepted by us.

Termination of Account. We may terminate your account at any time without notice to you, or we may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us.

Suspension of Services & Termination of Membership. You may be denied services for any reason allowed by applicable law, including causing a loss to the Credit Union. You may be expelled, which results in the termination of your membership, for reasons allowed by applicable law, including 1) substantial or repeated disruptive acts to the operations of the Credit Union, including physical or verbal abuse or dangerous behavior; 2) fraud, attempted fraud, or conviction of other illegal acts conducted in relation to the Credit Union; or 3) substantial or repeated violations of this agreement. You may terminate your membership at any time by giving us notice. Termination of your membership does not relieve you from any legal obligation created while you were a member of this Credit Union.

Pledges. Subject to the Credit Union's priority lien in any deposits and unless we agree otherwise in writing, each owner of an account may pledge all or any part of the funds in it for any purpose to which we agree. The Credit Union's lien on any deposit and any pledge of an account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

Lien & Right of Offset/Enforcement. This Credit Union has a right to impress and enforce its statutory lien against any account holder who has failed to satisfy any financial obligation due to this Credit Union and, we may apply these funds in any order to pay off the account holder's indebtedness without further notice, except as to Individual Retirement Accounts (IRA) and as otherwise prohibited by law. By not enforcing a lien, we do not waive our right to enforce it later. In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, or for any loss, cost or expenses, including reasonable attorney's fees, we incur as a result of your failure to comply with the terms and conditions of this Agreement or that we may take to enforce this Agreement or any other Agreement you may enter into with us. This security interest is not applicable to obligations that are prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

Notice of Receipt of ACH Items. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account and as permitted by law, we are not required to give You next day notice of receipt of an ACH item, and We will not do so. We will continue to notify You of the receipt of payments in the periodic statements We provide to You.

Provisional Payment (ACH Origination). Credits given by any Receiving Depository Financial Institution to the receiver with respect to any automated clearing house credit entries subject to Article 4A of the Uniform Commercial Code (UCC-4A), are provisional until the Receiving Depository Financial Institution has received final settlement through a Federal Reserve Bank or has otherwise received payment as provided in §4A-403(a) of UCC-4A. If the Receiving Depository Financial Institution does not receive such final settlement or payment, then they shall be entitled to a refund from the receiver of the amount so credited, and We shall not be deemed to have paid the receiver the amount of such entry.

Provisional Payment (ACH Receipt). Credit given by us to you with respect to any automated clearinghouse credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

How to Contact Us. In case you have any questions, please contact us at: Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464 Phone: 610-326-5490 or 800-593-1000.

USA PATRIOT Act

In accordance with the USA PATRIOT ACT, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means to Our Members

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable) and other information that will allow Diamond Credit Union to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current member of Diamond Credit Union.

FUNDS AVAILABILITY POLICY DISCLOSURE

The following information describes Diamond Credit Union's policy of making funds deposited in a Share Draft Account (also known as a "transaction account") available to you for withdrawal on the same day of the deposit. This is what is called a Funds Availability Policy. Generally, transaction accounts are accounts, which would permit an unlimited number of payments by check or other order to third persons, and also an unlimited number of telephone and preauthorized transfers to third persons, or other accounts you may have with us. This Disclosure only applies to the availability of funds in transaction accounts. The Credit Union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy.

Your Ability to Withdraw Funds. Our policy is to make funds from your cash and check deposits available to you on the same day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. There are exceptions to same-day availability as outlined in this policy.

Automated Teller Machine (ATM) and Interactive Teller Machine (ITM) Deposits. Funds from any deposits (cash, checks or drafts) made at automated teller machines or interactive teller machines that we do not own or operate will not be available until the third business day after the date of your deposit. This rule does not apply to any ATM or ITM machines that we own or operate. All ATM and ITM machines that we own or operate are identified as our machines.

Determining Availability of Deposits. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit before closing of business on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after we close for business on a day we are open, we will consider that the deposit was made on the next business day we are open. Our hours of operation and closing times vary according to our office location and those hours are available from the Credit Union and posted in our lobby.

Please be aware, however, that all deposits are subject to proof and verification and if you deposit a check, draft or other non-cash item, which is returned for non-payment for any reason, you authorize us to charge your account for the amount of those funds and we may charge your account without providing prior notice.

Reservation of Right to Hold. There may be delayed availability of funds from some checks that are deposited into your accounts. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Funds may not be available until the second business day after the date of your deposit. Nonetheless, if all of your deposit is not made available on the same business day of the deposit, the first \$225.00 of your deposit will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also let you know when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. During any delay, you may not withdraw the funds in cash and Diamond Credit Union will not use the funds to pay checks that you have written. The length of delay is counted in business days from the day of your deposit, including every day except Saturdays, Sundays and Federal Holidays. A deposit is considered received when it is accepted at one of our branch offices with all appropriate endorsements. A deposit accepted while our data processing system is not online will be considered received when the transaction is posted in the Diamond Credit Union records.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposited available to you on the second business day after the day of your deposit. However, the first \$225.00 of your deposits will be available on the business day after we receive the deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- Your deposits are drawn on foreign financial institutions or foreign entities.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit, unless your deposits are drawn on foreign financial institutions or foreign entities, which are exempt from the policies outlined in this disclosure. We reserve the right to refuse any item for deposit.

Deposits in Non-Transaction Accounts. Regulation CC does not apply to non-transaction or savings deposits; therefore, there is no maximum time frame within which the proceeds of savings deposits must be made available for withdrawal. Our general policy for check holds on non-transaction accounts is to follow the same guidelines used for transaction accounts, although we reserve the right to impose longer holds if deemed necessary. We will notify you if we delay your ability to withdraw funds for any reason, and we will tell you when the funds will be available.

Holds on Other Funds (Check Cashing). If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available had you deposited it.

Holds on Other Funds (Other Account). If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Check Endorsements. Federal law requires a proper endorsement on checks to be placed on the back-left side of the check within a 1 & ½ inch area. If you fail to properly endorse a check, further delays in processing will be incurred or, the check may be rejected for deposit.

Large deposits. The availability of funds provisions in this disclosure do not apply to the aggregate amount of deposits by one or more checks to the extent that the aggregate amount is in excess of \$5,525 on any one business day. For customers that have multiple accounts at the Credit Union, the Credit Union may apply this exception to the aggregate deposits to all accounts held by the member, even if the member is not the sole holder of the accounts and not all of the holders of the accounts are the same.

Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Further delays may apply to checks drawn on foreign entities. Funds from all other check deposits will be available on the third business day after the day of your deposit.

Foreign Check Deposits. Foreign checks originating from outside the U.S. are exempt from the policies outlined in this disclosure. Checks deposited from financial institutions located outside the U.S. cannot be processed the same as checks drawn on U.S. financial institutions. Generally, foreign checks deposited into your account will be available when we collect the funds from the originating foreign financial institution.

Questions. In case you have any questions regarding our Funds Availability Policy, please contact us at: Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464 – Phone: 610-326-5490.

ELECTRONIC FUND TRANSFERS (EFTs) AGREEMENT AND DISCLOSURE

Diamond Credit Union offers various electronic fund transfer services to our members. 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 Diamond Credit Union. We have provided and will provide from time to time VISA® Debit Cards (Debit Cards) to certain members who apply for, and are approved for, 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 Diamond Credit Union NetBranch Online Banking, mobile banking, and the Diamond Interactive Voice Assistant.

When a secret Personal Identification Number ("PIN") is also provided to a member in relation to a Debit Card, the Debit Card and PIN can be used in any one of a number of Automated Teller Machines (ATMs) and Interactive Teller Machines (ITMs) 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 or interactive 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 Debit Card. Electronic fund transfers can also be made through our Diamond Interactive Voice Assistant once you have been issued secret PINs for those purposes.

Your VISA® Debit Card allows you to conduct transactions on the PULSE debit network, which generally requires you to enter your PIN. Some merchants are authorized to accept non-Visa debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA® transaction. Provisions of your cardholder agreement that specifically relate to VISA® transactions are inapplicable to non- VISA® Debit transactions.

This disclosure is furnished to you as a Member of Diamond Credit Union. It meets the requirements of both the federal and Pennsylvania statutes relating to "electronic fund transfers". It also meets the requirements of the regulation (Reg. E) issued by the Bureau of Consumer Financial Protection pursuant to the federal statute, whether such "electronic fund transfers" are made by use of an ATM, ITM, 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 the Diamond Interactive Voice Assistant, your VISA® 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 a VISA® Debit Card and PIN, Diamond Credit Union 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 a VISA® Debit Card or Diamond Credit Union 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 a VISA® 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.

The Following Sections Relate to All "EFTs" Affecting Your Account(s) Whether Made by Use of a Debit 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 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, ITM, Debit Card, Diamond Interactive Voice Assistant, "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) and Interactive Teller Machine (ITM) Transactions:**

If you have a VISA® Debit Card ("ATM/ITM/Debit Card"), along with a PIN, you can use it to make any or all of the following transactions at an Automated Teller Machine or an Interactive 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:

- Make deposits to your share (savings), share draft (checking) and line of credit accounts.
- Withdraw cash from your share (savings), share draft (checking) and line of credit accounts.
- Transfer funds between your share (savings), share draft (checking) account and line of credit accounts.
- Obtain balance information for your share (savings), share draft (checking) and line of credit accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN to purchase goods or services at POS terminals that carry PULSE, PLUS, and Allpoint network logo(s).
- You may not use your card to initiate any type of illegal gambling activity.

The following limitations on the frequency and amount of ATM, ITM, and POS transactions may apply:

- You may make fifteen (15) cash withdrawals in any one (1) day. (This is inclusive with POS transactions.)
- You may transfer up to the available balance in your accounts at the time of the transfer.
- You may make ATM/ITM withdrawals up to a maximum of \$500.00 in any one (1) day, if there are sufficient funds in your account. This includes ATM and ITM withdrawals and POS transactions.
- You may make withdrawals up to your available balance with your Card and PIN to purchase goods or services at POS terminals that carry PULSE, PLUS, and Allpoint network logos.
- Due to servicing schedules and processing time required for ATM/ITM operations, there may be a delay between the time a deposit (either cash or check) is submitted and when the funds will be available for withdrawal;
- For security purposes, there are limits on the frequency and number of transfers you can make at ATMs/ITMs;
- Section 15 restrictions below may also apply to your account.

5. **Limitations of ATM/ITM Transactions.** There are no limitations on the number or dollar amount of deposits you may make at any ATM/ITM 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, checking and electronic withdrawal of \$500.00 cash using a VISA® Debit Card during such a 24-hour cycle, even if two ATM/ITM 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.

6. **VISA® Debit Card "Electronic Fund Transfer" Services.**

You may use your Card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. For ATM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Service and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Fees and Charges Schedule. For other types of transactions, if the available balance in your account is not sufficient to pay the transaction amount, the Credit Union will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN in automated teller machines or interactive teller machines of the Credit Union, PULSE, PLUS, and Allpoint Networks, and such other machines or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the VISA® and PULSE networks. However, provisions of this Agreement relating to VISA® transactions do not apply to transactions processed through non- VISA® networks. To initiate a VISA® Debit transaction, you may sign a receipt, provide a card number or swipe your card through a POS terminal and choose to route the transaction over a VISA® network. Please refer to the Member Liability section of this Agreement for terms and conditions. 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® Debit Card:

- Make deposits to your share (savings), share draft (checking) and line of credit accounts.
- Withdraw cash from your share (savings), share draft (checking) and line of credit accounts.
- Transfer funds between your share (savings), share draft (checking) account and line of credit accounts.
- Obtain balance information for your share (savings), share draft (checking) and line of credit accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN to purchase goods or services at POS terminals that carry PULSE, PLUS, and Allpoint network logo(s).
- Make signature-based debit transactions with your Card to purchase goods or services at merchants that accept VISA®.

- Order goods or services by mail, internet or telephone from places that accept VISA®.
- Access line of credit Express Cash account.
- You may not use your card to initiate any type of illegal gambling activity.

VISA® Debit Card Transaction Restrictions:

- You may make twenty (20) VISA® Debit Card purchases per day.
- Classic Card- ATM/ITM withdrawals are limited to a maximum of \$550.00 per day. POS PIN-based purchases are limited to a maximum of \$3,000.00 per day. POS signature purchases are limited to a maximum of \$3,000.00 per day.
- Basic Card- POS PIN-based purchases, ATM/ITM withdrawals, and POS signature purchases are each limited to a maximum of \$550.00 per day.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- For security reasons, there are limits on the frequency and number of transfers you can make at ATMs/ITMs with a VISA® Debit Card.
- Section restrictions below may also apply to your account.

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

7. NetBranch Electronic/PC EFTs. If we approve NetBranch electronic/PC access service for your accounts, you must register for access to the services at www.diamondcu.org and agree to our Online and Electronic Services Agreement. You may use the NetBranch access service to:

- Transfer funds from your share (savings), share draft (checking), club, Money Market, and Line of Credit accounts.
- Obtain balance information for your share (savings), share draft (checking), club, Money Market, and loan accounts.
- Make loan payments from your share (savings), share draft (checking), club, and Money Market accounts.
- Access your Express Cash and Home Equity Line of Credit accounts.
- Make bill payments to preauthorized creditors.
- Transfer funds from your share (savings), share draft (checking), club, Money Market, and Line of Credit account(s) to accounts at other financial institutions or receive funds electronically from other financial institutions for deposit in your account.
- Open share accounts.
- Deposit checks and share drafts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Obtain statements and account notices.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.

The following limitations on the frequency and amount of NetBranch Electronic/ PC EFT transactions may apply:

- There is no limit to the number of inquiries you may make in any one (1) day.
- For security reasons, there are limits on the number and amounts of transfers you can make using online banking services.
- Transfer Limitations in Section 15 may apply.
- This service may be interrupted for a short time each day for data processing.

Your accounts can be accessed through our Online Account Access Internet Banking via personal computer. Online Account Access Internet Banking will be available for your convenience 24 hours per day. This service may be interrupted for short periods each day for data processing. The Credit Union reserves the right to refuse any transactions that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction and, you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the time duration of each Internet connection.

8. Diamond Interactive Voice Assistant Telephone Transactions.

If we approve the Diamond Interactive Voice Assistant service for your account, specific information about you or your account may be needed to access data about your account, and for some transactions, we may require you to provide a one-time passcode that can be delivered electronically. You must provide accurate information for transactions to be processed. At the present time, you may use the Diamond Interactive Voice Assistant service at 610-326-5490 to:

- Transfer funds from your share (savings), share draft (checking), club, Money Market, and Line of Credit accounts.
- Obtain balance information for your share (savings), share draft (checking), club, Money Market, and loan accounts.

- Make loan payments from your share (savings), share draft (checking), club, and Money Market accounts.
- Access your Express Cash and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day, provided you have sufficient funds in your accounts.
- Apply for a loan.
- Calculate loan payments.
- Determine a loan application status.
- For security reasons, there are limits on the number and amounts of transfers you can make using our Telephone bill-payment service.
- Transfer Limitations in Section 15 may apply.

Your accounts can only be accessed under the Diamond Interactive Voice Assistant service via a touch-tone Telephone. The Diamond Interactive Voice Assistant service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers or withdrawal request you may make in any one day, subject to the availability of funds in your account(s) and the dollar limitations for transfers as set forth in this disclosure. No transfer or withdrawal may exceed the available funds in your account.

The Credit Union reserves the right to refuse any transactions that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the time duration of each telephone call.

9. Diamond CU Mobile Banking. If we approve Mobile Banking for your accounts, a separate password and user name will be chosen by you. You must use your password along with your user name to access your accounts. At the present time, you may use Mobile Banking to:

- Transfer funds from your savings, checking, Money Market, loan, and Club accounts.
- Obtain balance information for your savings, checking, Money Market, loan, and Club accounts.
- Make loan payments from your savings, checking, Money Market, loan, and Club accounts.
- Access your Express Cash and Home Equity Line of Credit accounts.
- Determine if a particular item has cleared.
- Verify the last date and amount of your payroll deposit.
- Transfer funds from your share (savings), share draft (checking), club, Money Market, and Line of Credit account(s) to accounts at other financial institutions or receive funds electronically from other financial institutions for deposit in your account.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries you may make in any one (1) day.
- For security reasons, there are limits on the number and amounts of transfers you can make using online banking services.
- Transfer Limitations in Section 15 may apply.
- This service may be interrupted for a short time each day for data processing.

10. Point of Sale Transactions for VISA® Debit Card. Point of Sale Transactions may be made with your VISA® Debit Card and PIN (Personal Identification Number) to purchase goods or services at POS participating automated teller machines or interactive teller machines of the Credit Union, PULSE, PLUS, and Allpoint Networks. The Credit Union may also designate additional other networks from time to time and without notice. Your VISA® Debit Card may be used to purchase goods or services from merchants who have arranged to accept a VISA® Debit Card as a means of payment on the networks identified in the immediately preceding sentence. If you have a VISA® Debit Card, it may also be used to purchase goods and services from VISA® Debit 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 share draft account to be debited for the amount of the purchase. Only share draft accounts may be used in connection with point of sale transactions performed with your Debit Card.

11. **Electronic Check Bill Payer (NetBranch).** We will process bill payment transfer requests only to those Payees the Credit Union has designated in the User Instructions and such Payees as you authorize and for whom the Credit Union has the proper vendor code number. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they received a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. LIMITS: There are no limits on the number of bill payments that may be made per day.

12. **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.
13. **Fees and Charges.** Certain fees and charges apply to electronic transfers. A fee schedule 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. 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/ITM not owned by us, you may be charged a fee by the ATM/ITM 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. For example, you may be charged a “balance” inquiry fee, even though you have “requested” but do not complete the balance inquiry AND you may be charged additional fees for each “transaction” attempted, for example, you may be charged for a “fund” transfer, once you “request” a transfer to be made, regardless of whether you completed the transfer.
14. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
15. **Limitations on “Electronic Fund Transfers”.** We described the types of electronic funds transfers you can make through our various Electronic Funds Transfer Services. Transfers and withdrawals, such as those made in person, by mail, or at an ATM/ITM can be made without limitation.

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, and as to transactions other than those made at an ATM/ITM, there are no limitations as to how often you can make “electronic fund transfers” described in this disclosure. Nor are there any restrictions as to the dollar amount of any one “electronic fund transfer”. 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/ITM. However, we may refuse or reverse a transfer that exceeds these limitations and may assess fees against, lock or close your account.

16. **Documentation of Electronic Fund Transfers:**

- a. **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, interactive teller machines, or point-of-sale terminals.
- b. **Preauthorized credits.** Upon instruction, we will pay certain recurring transactions from your savings and share draft accounts. See Section 15 for transfer limitations that may apply to these transactions. You can find out if the transfer has been made by calling **800-593-1000**.
- c. **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.
Your right to documentation as set forth in this section does not apply when the electronic funds transfer occurs outside of the United States.

17. **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:

- a. Call us at **610-326-5490** or write us at **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464**, 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.)

- b. 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.)
- c. 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.

18. **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 or interactive 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.

19. **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: **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464.**

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.

20. **Confidentiality.** We will disclose information to third parties about your account or the transfers you make:
- a. Where it is necessary for completing transfers; or
 - b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - c. In order to comply with government agency or court orders; or
 - d. If you give us your written permission.

21. **Billing Errors or Questions.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at: **800-593-1000** or write us at: **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464**, 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.

- a. Tell us your name and account number (if any).
- b. 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.
- c. 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.

22. VISA® Debit Card Network Disclosure - Non-Visa® Debit Transaction Processing. This VISA® Debit Card Network Disclosure 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 transactions.

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: PULSE, PLUS, Interlink and Jeanie networks. 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.

23. 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, ITM, Telephone, 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/ITM 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 or interactive 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.

24. Business Days. Our business days are Monday through Friday, excluding holidays. We are not open for business on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or 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.diamondcu.org.

25. **Amendments/Termination.** We may change the terms and conditions of our electronic fund services from time to time. We will notify you of changes by giving written notice of change at least 21 days prior to the effective date of the change, as required by law. However, if the change is made for security purposes, we can make a change without giving prior notice. We also reserve the right to terminate this disclosure (agreement) by providing a notice of such termination either orally or by mail. 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; 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, VISA® Debit Cards, PINs and Codes, which remain the property of the Credit Union.
26. The effective date of this disclosure (agreement) is **March 18, 2024**.
27. **Location of Machines.** The number and locations of Automated Teller Machines and Interactive Teller Machines are subject to change at any time.
28. **Card Ownership.** All VISA® Debit 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/ITM/Debit Card for a transaction that would cause your account balance to go below zero. You also agree not to make a Diamond Interactive Voice Assistant service, NetBranch, or Diamond Credit Union system electronic fund transfer 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.
29. **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.
30. **Responsibility for overdraft.** If you obtain cash from an ATM/ITM which creates a shortage in your account or if you overdraw an account through use of the Diamond Interactive Voice Assistant service, Point of Purchase, online, mobile or any other access service 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 checking 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 according to 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.
31. **Foreign Transaction Currency Conversion.** If you effect a transaction with your VISA® Card in a currency other than U.S. Dollars, VISA® will convert the funds into U.S. Dollars and charge your account in U.S. Dollars. VISA® will use its currency conversion procedure, which is disclosed to institutions that issue VISA® cards. The conversion rate used by VISA® to determine the transaction amount in U.S. Dollars for such foreign transactions is a rate set by Visa from the range of rates available in wholesale currency markets for the applicable Transaction, which rate may vary from the rate Visa itself receives; or the rate mandated by a government or a governing body in the country in which the Transaction occurred. The applicable rate is the rate when the transaction occurs. The currency conversion rate used by VISA® Incorporated 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. If there is no currency conversion but the transaction was completed by a financial institution located in a foreign country (what VISA® labels a "single-currency transaction") the International Service Assessment (ISA) is 1% of the transaction; including cash advances, purchases and credits to your account. A "multi-currency" conversion is a "currency conversion" **and** an assessment of an International Service Assessment (ISA) fee. If there is a "multi-currency" conversion, the ISA will continue to be 1% of the transaction. An international 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, regardless of whether you are physically located inside or outside of the United States or initiate the transaction inside or outside the United States. The currency conversion rate used for a particular transaction will be the rate for the applicable currency on the date the transaction occurs. Each "transaction" completed can cause an additional foreign transaction fee to be incurred and billed to your credit card. Some purchases, such as online purchases from foreign merchants located in foreign currency, will incur foreign transaction fees. Even if your transaction is executed in U.S. Dollars, it may incur a foreign transaction fee if it is routed through a foreign financial institution. Your "Foreign Transaction" fee is 1% of the transaction amount. Your Currency Conversion fee is an **additional** 1% of the transaction for the "Currency Conversion".
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. **Governing Law.** This Agreement and Disclosure is governed by the Bylaws of Diamond Credit Union, federal laws and regulations, state laws and regulations and local clearinghouse rules, and 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 Pennsylvania.
34. **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.
35. **Consumer Liability:**
- Consumer Liability.** Tell us AT ONCE if you believe your VISA® Debit Card and/or PIN(s) have been lost or stolen, Internet Access Code compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check or your Diamond Credit Union 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 VISA® Debit Card or your PIN(s), and/or your Diamond Interactive Voice Assistant service has been accessed without your permission, and/or your Diamond Credit Union(Online Banking) 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 VISA® Debit Card and/or PIN(s) have been lost or stolen, NetBranch Online Banking credentials, or our Diamond Credit Union system access to your account has been compromised, call: **800-593-1000** or write us at: **Diamond Credit Union, 1600 Medical Dr., Pottstown, PA 19464 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 VISA® Debit Card and PIN, any operable Code, NetBranch Online Banking credentials, access code to your Diamond Credit Union account, 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.

Diamond 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 driver's 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 attorney's 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 Pennsylvania.

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.

ONLINE AND ELECTRONIC SERVICES AGREEMENT

READ THIS SERVICES AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY AND PRINT A COPY FOR YOUR FILES.

THIS SERVICES AGREEMENT PERMITS DIAMOND CREDIT UNION AND THE CUSTOMER TO DELIVER CERTAIN INFORMATION TO EACH OTHER ELECTRONICALLY INSTEAD OF ON PAPER OR "IN WRITING." THE INFORMATION WHICH MAY BE DELIVERED ELECTRONICALLY INCLUDES, BUT IS NOT LIMITED TO, NOTICES, DISCLOSURES AND OTHER INFORMATION REQUIRED BY FEDERAL LAW.

In this Agreement, the words "you" or "your" mean the consumer or business that has enrolled in the Diamond Credit Union's Electronic Banking Services and "we", "us" or "our" refers to Diamond Credit Union. "Account" or "accounts" refer to your Diamond Credit Union accounts that you have designated for use with the Services.

If you consent to our online/electronic banking services agreement and disclosure statement, print or request a copy of the document, click to agree and proceed with your enrollment. By your consent you agree that we may provide you with all disclosures, notices and other communications (the "documents") about Online Banking, Mobile Banking, Bill Payer and the Services, including the Online/Electronic Banking Services Agreement and any future amendments, in electronic form. You may download or print the documents from your electronic device. (At your request, we will provide you with a paper copy of any of the disclosures you have agreed to without a fee.) You have the right to withdraw this consent without any fee, but if you do, we will immediately terminate your participation in Mobile, Online Banking or Bill Payer Services. You have the right to obtain copies of any of the documents we provided electronically. Withdraw your consent to our electronic disclosures by calling us at **610-326-5490**, or Toll Free: **800-593-1000**, or write to us at **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464**.

You will receive an email to alert you to any changes related to disclosures, agreements, notices, modifications, and amendments. The body of the e-mail will contain the document or a link to the document. You have a right to request a free paper copy of any disclosures, agreements, notices, modifications, and amendments that we delivered in electronic form.

Upon enrollment in the Electronic Communications Package, you are consenting and agreeing to receive your periodic account statements, all disclosures, agreements, notices, modifications, and amendments in electronic form that we would normally provide to you in paper form via U.S. Mail. Each document, which may be presented to you electronically under this Agreement, may be printed if you have a printer available or saved and retained for your records. You may not consent to receive your account statements and disclosures electronically under this Agreement if you do not have the capability to print or retain the documents. If you choose not to consent to our electronic services agreement, you will not be able to access our Mobile, Online Banking, Bill Payer or the Services.

1. ACCEPTANCE

This Diamond Credit Union Online/Electronic Banking Services Agreement (the "Services Agreement") contains important terms and conditions which govern the following Diamond Credit Union Electronic Banking services: Mobile Banking, Online Banking ("Internet Banking"), Bill Pay, and certain other electronic banking services offered through Diamond Credit Union Electronic Banking (collectively, the "Services"). You understand and agree that by using the Services, you are accepting the terms and conditions of this Services Agreement, and that your use of your login credentials will be considered the same as your written signature in authorizing us to complete any transaction or request communicated to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Because the Services are performed electronically, they are governed by federal and state laws and regulations pertaining to electronic funds transfers which entitle you to certain benefits and protections, which are contained in this Services Agreement.

2. REQUIREMENTS

- a. **Account Access.** To access your account via the Services, you must have at least one eligible deposit or loan account, a Customer Identifier ("User ID"), and a password (the "Password") that you choose. You may only designate accounts that you own jointly, severally or otherwise or that you have the authority to use. You agree to provide us with any additional documentation we may require to permit access to your account. If you apply for an account or service via Electronic Banking or ask to change an account or service you already use with us, you agree that we can treat your application or request as if it had been made in writing and signed by you. You understand by enrolling for Bill Payment, that you authorize us to investigate and verify any information supplied by you. You authorize us to make any credit or investigative inquiry that the Credit Union determines is appropriate to utilize bill payment services.
- b. **Joint Accounts.** If you have designated a joint account to be accessible via the Services, each joint owner will be jointly and severally liable under this Services Agreement. We may act upon the instructions of any joint owner concerning the account without the consent of any other person.
- c. **Limitations and Dollar Amounts for Transfers and Payments.** Transfers from one designated account to another may not exceed the available balance in your account from which the transfers are made. Bill payments are limited to a standard \$25,000.00 per bill and may not exceed the available balance in the account from which payments are made. We reserve the right to limit the frequency and dollar amount of transactions from your designated accounts for security reasons.

- d. Your Password. We will be entitled to act on all instructions received under your Password. Since your Password is used to identify you as an authorized user of the Services, you agree to notify us immediately if the secrecy of your Password is compromised, and you also agree not to reveal your Password to any person not authorized to use the Services. The security of your Account depends upon maintaining the secrecy of your Password. You may change your Password at any time while you are using the Services. To assist us in maintaining the security of your Services account(s), we may revoke or cancel your Password at any time without giving you prior notice. You agree not to use your Password for any transaction 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 demand and any associated fees for such service. Otherwise, you authorize us to collect any such amounts, including the amount of the service fees you may owe us from any account you maintain with us.
- e. Protecting Your Account. You are solely responsible for maintaining the secrecy of your login credentials. For your protection, we recommend you memorize this information, do not write it down, and change in periodically. Properly constructed credentials afford you a greater degree of assurance and are more secure if a) they contain more characters, b) if those characters are both alpha and numeric characters, c) if they consist of both upper and lower case. If your log in criteria is entered incorrectly on several consecutive attempts, your access to the Services will be blocked. To activate, please call Customer Support at **610-326-5490**, or Toll Free: **800-593-1000**. You should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. Someone may use this information alone, or in conjunction with other information, to access your account. If you believe that your login credentials have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us immediately by calling the number above. We reserve the right to deny access if user verification cannot be determined.
- f. Your Electronic Device. You agree to be fully responsible for the installation, maintenance and operation of your electronic device and software. We are not responsible for any errors or failures from the malfunction of your electronic device, software, or for any virus or related problems associated with the use of an online system. You will be responsible for contracting with your own Internet Service or Phone Provider. You are responsible for the security of your electronic device. You must also meet our minimum browser requirements.
- g. Secure Electronic Messaging Services. You may communicate with us through our secure messaging service. To ensure the security of your account information, we encourage you to use only this service when transferring information to us regarding your account.
- h. New Services. We may, from time to time introduce new Electronic Banking services. You will be notified of these services, and we may update this Services Agreement to incorporate any new services. If you are a consumer, your use of the new services will signify your acceptance of the terms and conditions governing these new services. We require proper authorization before providing certain requested services to business entities.
- i. Fees and Charges. The fees and charges for the Services available through Diamond Credit Union Electronic Banking are set forth later in this Services Agreement. You agree that we may change the terms of this Services Agreement, including the fees at any time, and you will be notified of any such change by mail or by an electronic message. You understand that by using the Services after any change becomes effective, you have agreed to the changes.
- j. When You May Access Your Account. Subject to conditions beyond our control, you can access your accounts via the Services, 7 days a week, 24 hours a day. There may be times, however, when some or all of the Services may not be available.
- k. Hardware and Software Requirements. In order to use any of the online features Diamond offers, your computer must meet the following specifications: internet access, disk space enough to store documents, an internet browser that supports encryption with cookies enabled, such as Microsoft Edge®, Mozilla® Firefox®, Google® Chrome®, or Apple® Safari® installed. You must also have a PDF reader, such as Adobe® Reader®, if you wish to view your account statements online. The remote check deposit service requires a mobile device with a camera and the Diamond Mobile app running on an up-to-date version of Android or iOS.

3. ELECTRONIC BANKING SERVICES

- a. What You Can Do. If you have enrolled in Electronic Banking, you may:
 - Obtain balance information, account detail information and transaction history on all eligible accounts enrolled in Electronic Banking. Unless otherwise noted, transactional history reflects activity through the close of business of the previous business day. For Electronic Banking, our business days are Monday through Friday, excluding federal holidays.
 - Transfer funds between designated Diamond Credit Union accounts. See Special Withdrawal Limitations. Limitations and Dollar Amounts for Transfers and Payments in Sections 2. (c) and 2. (d) above.
- The following services may not be available through all electronic channels:
- Deposit checks and share drafts.
 - Make bill payments to preauthorized creditors.
 - Place and/or delete a stop payment on a check you have written.
 - Reorder checks.
 - Transmit secure electronic messages to Diamond Credit Union.

- Balance Inquiries. You may use Mobile or Online Banking to check the balances and recent activity of your Accounts. The balance shown may not be your actual available balance. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges, or items in process.
 - Funds Transfers Between Diamond Credit Union Accounts. You may transfer funds between eligible Diamond Credit Union accounts through Mobile, or Online Banking. An "eligible account" is an Account linked to the Electronic Banking service that does not have withdrawal restrictions. Eligibility is based on account type and customer to account relationship. When you request a transfer of funds between your Diamond Credit Union accounts, you authorize us to withdraw the necessary funds from the Diamond Credit Union account you designate. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your designated account at the time of withdrawal. We will not be obligated to act on any withdrawal instruction if there are not sufficient funds in the account you have designated. If you request a funds transfer on a weekend or holiday, we will transfer the funds from the designated account on the next business day. You will not be able to cancel funds transfer requests between Diamond Credit Union accounts once they are submitted. Please note that funds transfer requests performed after 10:00 p.m. Eastern Time may not actually post to your account until the next business day. Special Note: Borrowing from an existing line of credit you have with us shall be subject to the terms and conditions of your line of credit agreement.
 - Alerts. Automatic Alerts may be sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, your credentials, or irregular card activity. These alerts will be automatically activated for you. Although you may have the option to suppress some of these Automatic Alerts, we strongly recommend that you do not. They provide important information related to your online security or account activities. Voluntary Account Alerts must be activated. Voluntary Account Alerts allow you to choose alert messages for your accounts. We may add new alerts from time to time or cancel old alerts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service. Both Automatic Alerts and Voluntary Account Alerts are subject to the following: We may add new Automatic and Voluntary Account Alerts from time to time or cancel old alerts. We may notify you when we cancel alerts but are not obligated to do so. Alerts will be sent to the email address you have provided as your primary email address for Online Banking. You may also choose to have alerts sent to a secondary email address, including a mobile device that accepts e-mail messages. If there is a change to your email address or mobile phone number, you are responsible for informing us of that change. While Diamond Credit Union does not charge for the delivery of the alerts, please be advised that data charges or rates may be imposed by your carrier. Changes to your primary and secondary email addresses will apply to all corresponding Alerts. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. Because alerts are not encrypted, we will not include your credentials or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for a bill payment may be included. Anyone with access to your email will be able to view the contents of these alerts.
 - Stop Payments. You may initiate stop payment requests only for paper checks you have written (non-electronically) on your Credit Union account. Stop payments made through the Services after 10 PM will be deemed received the next business day. By placing a stop payment order on-line, you have authorized, directed and requested us to stop payment on the check requested. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including but not limited to, court costs and reasonable attorney fees, resulting from or growing out of our refusal to pay the stopped check. We shall have no liability to you for the payment of the identified check contrary to this stop payment order if the indicated check number, dollar amount or account number is not accurate. We are not liable to you if we paid the identified check if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the check. You understand that if the stop payment order comes too late for us to have a reasonable time to act on it prior to accepting, certifying, paying, settling for, posting or becoming accountable for the check, that this stop payment order shall be of no effect. This stop payment order shall be governed by the provisions of the Uniform Commercial Code in effect in the State of Pennsylvania. This stop payment order shall be valid for a period of six (6) months from the date it is made unless we have received a revocation or renewal prior to expiration of such period. You agree that we may charge you a fee for processing this stop payment order as well as a similar fee for each renewal you make, such fee to be deducted from your account. Refer to the current schedule of fees for your account.
- b. Customer Service. If you need assistance with Electronic Banking, or if you need to communicate with Diamond Credit Union, please notify us by: Sending a secure electronic message to our Electronic Banking Customer Service area. Calling Diamond Credit Union at **610-326-5490**, or Toll Free: **800-593-1000**. You agree that we may record the

conversations our employees have with you to monitor the quality of service and accuracy of information provided to you. Write to us at: **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464.**

- c. Lost or Stolen Device. **Classic Contact** - If your mobile device is lost or stolen, contact customer service using any of the above methods. If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service. For questions regarding de-activation, please contact us. **Independent Mobile** - If your mobile device is lost or stolen, the service can be immediately disabled by logging into Online Banking and clicking Mobile Banking, then following instructions to disable. If you are concerned about misuse of your phone, contact your mobile service provider immediately to discontinue service. For questions regarding de-activation, please contact us.

4. BILL PAYER SERVICES AGREEMENT Some Bill Pay Services may not be available through all electronic channels.

This is your Bill Payer agreement with the Credit Union. You may use the Bill Payer service to direct the Credit Union to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account. The Credit Union has the right to change this agreement at any time by notice as permitted by law.

- a. Payees. You may schedule current, future or recurring payments to a person or business in the United States through Bill Payer. By furnishing us with the names, addresses and telephone numbers of your Payees, and account information, you authorize us to follow your payment instructions to these Payees. Payments may only be made from an active funding account. The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information and you are solely responsible for maintaining the current address and account number of each Payee that you designate. The Credit Union reserves the right to refuse the designation of a Payee for any reason.
- b. Prohibited Payments. You may not use Bill Payer to make payments to payees outside the United States or U.S. Territories. You may not make a payment of alimony, child support, taxes, other governmental fees, or court directed payments through Bill Payer.
- c. Payment Account. To enroll for Bill Payer, you must reside in the United States and have at least one linked Diamond Credit Union checking account. You may use Bill Payer to make payments from linked accounts. You must designate the account from which Diamond Credit Union is to make payment. This account will be known as the Payment Account. By originating a Bill Payer request, you authorize us to withdraw the necessary funds from your Payment Account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Payment Account at the time of scheduled withdrawal. We will not be obligated to act on any withdrawal instruction from you if there are insufficient funds in the Payment Account. If you have overdraft protection on your Payment Account, we may use available funds in that overdraft protection account to cover Bill Payer requests. For account holders who have multiple accounts affiliated with Bill Payer, if you close your Payment Account, you must notify us and identify a new Payment Account or we may select one for you. For Bill Payer services, every day is a business day, except Saturday, Sunday and federal holidays. Saturday, Sunday and Monday are considered one business day. Federal holidays are considered part of the following business day.
- d. Scheduling Payments. You may use Bill Payer to schedule payments on the date that you enter the payment information, on a future date, or on the same date of each month, subject to restrictions set forth in this Agreement. You may enter payment information 24 hours a day, 7 days a week (subject to system availability), however, payments will only be initiated by us on business days. Bill Payments are processed on the requested process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently 2:00 p.m. Eastern Time. A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date as the payment's processing date, the payment will be processed on the first business day following the designated processing date. Payments will be made by electronic funds transfers if the Payees are set up to receive such payments, or by check if they are unable to receive electronic funds transfers. The time period which is required to process payments will vary according to the payment method and other factors. Payments issued by check through the Bill Payer system will be considered stale dated 90 days after the initiation date. The Bill Payer system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees. Sufficient time must be allowed for payments to be received by each Payee. You must schedule the Date of your payment to be at least 6 business days prior to the Due Date of your payment. The "Deliver by Date" is the date on which your payment is due, without taking into account any applicable grace period. The "Process Date" is the date the payment is requested to be sent. We will not be responsible for any loss you may incur as a result of a late payment if your payment is not scheduled within the time periods described in this Section.
- e. Future or Recurring Bill Payments. You may schedule a future or recurring payment to be initiated by us on any future business day (up to 364 days in advance) through Bill Payer. We shall complete the payment, provided there are sufficient funds in your Payment Account. You will receive confirmation the payment is scheduled at the time you request the payment. If a payment fails for any reason, you will receive notification via an electronic message. To ensure proper notification, please provide us with your most current email address, updating as necessary. Recurring

bill payments must be in the same amount each period (weekly, monthly, semi-annual, etc.). If the regular payment date falls on a weekend or a holiday, it will be initiated on the following business day. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date, it is automatically adjusted. If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. Note that if your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

- f. Changing or Canceling Payments. You may utilize Bill Payer to: (1) modify either the payment amount or date the bill payment is initiated for any future or recurring bill payment at any time prior to 2:00 p.m. Eastern Time on the date the bill payment is scheduled to be initiated by us, or (2) cancel a current, future, or recurring bill payment, at any time, prior to 2:00 p.m. Eastern Time on the Business Day it was scheduled for payment. Once an electronic payment has been submitted to the payee, the payment may not be stopped or cancelled. WE RESERVE THE RIGHT TO REFUSE TO HONOR PAYMENT REQUESTS THAT REASONABLY APPEAR TO US TO BE FRAUDULENT OR ERRONEOUS.
- g. Fees. Fees for access to the Bill Payer service will be disclosed as required in the Credit Union's Fees Schedule. Fees specific to your usage of the service such as gift checks, donations, and rush delivery will only be disclosed through the Bill Payer system at the time they are incurred.
- h. Liability. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Credit Union is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Credit Union is not liable for any failure to make a bill payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Payee for a bill payment. The Credit Union is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.
- i. Canceling Bill Payer. We reserve the right to suspend or terminate your use of Bill Payer at any time, for any reason, without prior notification. The Bill Payer service will remain open for customers that actively make regular payments through this service. After 60 days of inactivity, the Bill Payer service may be discontinued. If this occurs, your bill payment history and payee information will be removed from Electronic banking. If you wish to terminate Bill Payer, please contact us. It is your responsibility to cancel all future bill payments at the same time by deleting those payments through Bill Payer. This will ensure that future payments made by you will not be duplicated. The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice and you remain obligated for any payments made by the Credit Union on your behalf. If we are not contacted, Bill Payer fees will continue to be assessed. You should contact us as described in the Customer Service section below.
- j. Customer Service. If you would like assistance with Bill Payer, or would like to communicate with Diamond Credit Union, please notify us by: Sending a secure electronic message to our Diamond Credit Union Electronic Banking Customer Service area. Calling **610-326-5490**, or Toll Free: **800-593-1000**. You agree that we may record conversations with you to monitor the quality of service and accuracy of information provided to you. This will also help to ensure that your instructions are followed. Writing to us at: **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464**.

5. DIAMOND CREDIT UNION'S RESPONSIBILITY TO YOU

- a. We will be responsible for your actual losses if directly caused by our failure to: Complete a funds transfer to or from your account on time. Cancel a funds transfer or a bill payment as properly requested.
- b. We will not be responsible for your losses if: Through no fault of ours, you do not have enough available funds in your account to make the transfer or if your funds are subject to legal process or other legal encumbrance. You have given us inaccurate or incomplete information. Your payment instructions are not given to us sufficiently in advance to allow for timely payment or delays in mail service. You have overdraft protection with us and the transfer would exceed the overdraft protection limit. We have reason to believe a transaction has not been properly authorized. The losses result from an electronic device virus or related problem. Your electronic device or any part of the Services was not working properly. Circumstances beyond our control, such as a fire or a flood, interfered with or prevented the transaction. We made a timely payment but the payee (i.e., a merchant or other institution) did not timely credit your payment. You or we have terminated this Services Agreement. You are a business customer, and we have acted in accordance with reasonable commercial standards of the banking business and the security procedures described herein. There may be other exceptions in our agreements with you.

6. MISCELLANEOUS

- a. Other Agreements. In addition to this Services Agreement, you agree to be bound by and will comply with the requirements of the Terms and Conditions governing your deposit and/or loan accounts, the rules and regulations of any funds transfer system to which we belong, and applicable state and federal laws and regulations.
- b. Right to Terminate. We may terminate any or all of your Diamond Credit Union Electronic Banking Services any time for any reason, without prior notification. Electronic Banking customers with no deposit account may be removed from the service after 120 days with no login activity. If your Service is discontinued, your Bill Payer information will be lost. If you wish to cancel any of your Services, please contact us by any of the methods described in this Agreement.
- c. Notices. Except as otherwise provided in this Services Agreement, all notices required to be sent to you will be effective when we mail or transmit them, through e-mail or secure electronic messaging, to the last known address or to the last known e-mail address that we have for you in our records. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one co-owner is effective for all. You agree that we may send or provide electronically any notice, communication, or other disclosure required to be provided orally or in writing to you. We may require written paper confirmation of any electronic or verbal communication that you request. Information you send to us is deemed delivered when we receive and review it.
- d. Statements. E-Statements periods retained online are limited to the six (6) most current statement cycles. You will receive an email notification when your electronic account statement is ready for retrieval within NetBranch (Online Banking). You agree to and understand that it is your responsibility to view, print, and/or save your statements for future reference. Access to these statements will be password-protected via a NetBranch (On-line Banking) sign-on for your security and protection. All of your transfers made through the Services will appear on your monthly account statement. You agree to review your statement promptly after you receive it. If your statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address. Certain accounts will receive a quarterly statement if there is no monthly activity.
- e. Fees. You agree to be responsible for any carrier charges or Internet Service Provider fees, which you may incur by accessing your accounts via the Services, including but not limited to: talk, text, picture, video, instant messaging, web, email, Internet use, and any overlimit charges.
- f. Governing Law. This Services Agreement shall be governed by the laws of the State of Pennsylvania, and where applicable, by Federal law.
- g. Assignments. We may assign our rights and delegate our duties under this Services Agreement to a company affiliated with Diamond Credit Union or to any other party. You may not assign this Agreement in whole or in part.
- h. Amending this Online/Electronic Banking Services Agreement. You agree that we may change the charges, fees or other contract terms described in this Services Agreement. When we change any fees, charges or other material terms, we will update this Services Agreement and either send you notice at the address shown on our records or send an electronic message. Notice will be sent at least 30 days in advance of the effective date of any change in fees for electronic transactions or of any stricter restrictions on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is needed to maintain or restore the security of the system. If such a security change is made and it can be disclosed to you without jeopardizing the security of the system, we will provide you with written notice, or notice via email or a secure electronic message within 30 days after the change. You may choose to accept or decline such changes by continuing or discontinuing the account or the Services to which any such changes relate.
- i. Limitation of Liability: UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, ECONOMIC OR LOST PROFITS, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, YOUR ELECTRONIC DEVICE, THE SOFTWARE, THE DIAMOND CREDIT UNION ELECTRONIC BANKING SERVICES, INTERNET BROWSER, OR INTERNET ACCESS SOFTWARE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- j. Warranties Disclaimer. THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", AS WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, THE SOFTWARE, THE SERVICES, OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- k. No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under the Services Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

7. FEES AND CHARGES

- a. Monthly fees may be assessed against your account as set forth in the Fees Schedule.
- b. Fee Account. You agree to promptly pay all applicable fees and charges for the Services and authorize us to charge your designated Fee Account for such fees or charges. If your Fee Account has insufficient funds to cover payment of fees, we may deduct the fee from any other deposit account that you may have with us.

8. NOTIFICATION OF REGULATORY AUTHORITY

This Services Agreement and the Diamond Credit Union Electronic Banking Services provided hereunder are governed by the State of Pennsylvania and Federal law. You may notify the Federal Reserve Bank, or the Department of Professional & Financial Regulation, Bureau of Financial Institutions of the State of Pennsylvania, at the following addresses, of any violation of law. Federal Reserve Bank of Philadelphia Consumer Affairs Division 10 North Independence Mall W. Philadelphia, PA 19106 Phone:(215) 574-6000 / Pennsylvania Department of Banking and Securities Credit Union Division 17 North Second Street Suite 1300 Harrisburg PA 17101. Phone: (800) 965-5235

9. DISCLOSURE OF ACCOUNT INFORMATION

We will not disclose information you have provided to us or information which we have obtained concerning your accounts and the transfers you make to anyone other than our employees, agents, and affiliates, however, we may disclose information: If you give us permission. When it is necessary, in the normal course of business, to verify the existence and condition of your account for a third party, such as a credit bureau, another financial institution or merchant. Where it is necessary to complete transfers or transactions, or to send notice of dishonor or nonpayment. When it is necessary to comply with governmental agency, court orders, or to otherwise furnish information required by law. To advise third parties of accounts closed for misuse. When necessary to furnish information to law enforcement agencies if we reasonably believe we have been the victim of a crime. For more information on our Privacy Policy, you can review our Privacy Policy on our web site.

10. PROVISIONS APPLICABLE TO CONSUMERS ONLY

- a. Liability of Consumers for Unauthorized Transactions. Should you permit other persons, or entities to utilize the services to access your account(s), you are responsible for any transactions that they authorize. Notify us immediately if you believe someone has improperly obtained your credentials, if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To the contrary, the possibility exists that your available funds (plus your maximum overdraft line of credit, if any) could be accessed via the Services. To notify us, please call **610-326-5490**, or Toll Free: **800-593-1000**. If you tell us that your credentials have been compromised within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if used to access your Diamond Credit Union deposit account without your permission. If you do not tell us within 2 business days after you learn of the loss or theft and we could have prevented the unauthorized use if you had told us, you are responsible for all unauthorized transfers or withdrawals, but your maximum liability for any such transfers or withdrawals is \$500. If you believe a transfer or withdrawal shown on your statement was not authorized by you, contact us immediately. If you do not notify us within 60 calendar days after the paper or electronic monthly statement was made available to you, and we could have prevented a loss if you had told us in time, you may not recover any money lost after the 60 days. If there are extenuating circumstances such as a long trip or hospital stay which kept you from telling us, these time periods may be extended. Call us at **610-326-5490**, or Toll Free: **800-593-1000**, or write to us at Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464, regarding any unauthorized transactions.
- b. Errors and Questions. If you have questions or you think there has been an error concerning the Services, you should contact us at **610-326-5490**, or Toll Free: **800-593-1000**, or write to us at **Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464**. We must hear from you within 60 calendar days after we have sent the first paper or electronic monthly statement on which the problem or error first appeared. If you notify us verbally, we may require you to send your complaint or question in writing within 10 business days of the verbal notice. We will need to know the following for all errors: Your name and account number. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information. The dollar amount of the suspected error. For a Bill Payer issue, the checking account number used to pay the bill, payee name, date payment was scheduled, payment amount, reference number and payee account number. We will advise you of the results of our investigation within 10 business days after we hear from you and will promptly correct any error we have made. If we need additional time to complete our investigation, we may take up to 45 days, but we will provisionally re-credit your account within 10 business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days after the request, we will not re-credit your account. If we determine that there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may request copies of documents that we used in our investigation.

11. PROVISIONS APPLICABLE TO BUSINESS DEPOSIT ACCOUNT CUSTOMERS

- a. Notification of Unauthorized Transactions. Notify us at once if you believe someone has improperly obtained your login credentials. This will ensure the best protection of your account and avoid the possibility of unauthorized withdrawals. In addition, notify us at once if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, please call **610-326-5490**, or Toll Free: **800-593-1000**. You agree that the following security procedures govern your use of the Services when accessing your business accounts: You will set up login credentials. These must be used to access your business accounts. You agree to protect these credentials to prevent unauthorized use. You are liable for all transactions that you or any authorized users make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an authorized user until you have notified us revocation of the authorized user's

authority, and we have had a reasonable time to act on such notice to block the affected access device. You are also liable for any and all unauthorized use that occurs before you have notified us that your credentials have been lost or stolen or used without your authority and before we have had a reasonable opportunity to block the affected access device(s). Your use of the Services constitutes your agreement that our security procedures are commercially reasonable. With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys' fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under the Services Agreement, as well as all costs and expenses, of defending against any claim or liability arising out of or relating to the Services Agreement; provided however, that the foregoing shall not apply when we have failed to act in accordance with our security procedures. If you think that a transfer or withdrawal shown on your monthly statement is incorrect, or if you believe that an unauthorized transfer or withdrawal has occurred, contact us at once.

- b. **Errors and Questions.** If you have questions or you think there has been an error about funds transfers or bill payments made through the Services, you should contact us at **610-326-5490**, or Toll Free: **800-593-1000**. We must hear from you no later than 60 days after we have sent the first paper or electronic monthly statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 business days. We are going to need to know the following: Your name and account number. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information. The dollar amount of the suspected error. For a bill payment issue, the checking account number used to pay the bill, payee name, date the payment was scheduled, payment amount, reference number and payee account number for the payment in question. We will tell you the results of our investigation within a reasonable time after we hear from you and we will correct any error.

ELECTRONIC COMMUNICATIONS TERMS AND CONDITIONS

The following provisions constitute an amendment to the Rules and Regulations (the "Rules") of Diamond Credit Union (hereinafter referred to as "we," "our," "us," and "Credit Union") concerning electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you," "yours," and "Depositor"). To the extent there is any conflict between any statement made in this Electronic Communications Supplemental Agreement (the "Agreement") and the Rules, this Agreement shall control.

By enrolling in the Electronic Communications Package, you agree to the Terms and Conditions of the Electronic Communications Package. You agree to receive, in electronic form within NetBranch Online Banking, all statements, notifications, alerts and other communications regarding transactions that have been made on your account rather than in paper. There are no fees or service charges to receive the Electronic Communications. You may elect to withdraw your consent to receive the Electronic Communications Package and receive these communications in paper rather than electronically. There will be no fees or penalties for withdrawal of your consent. You represent to the Credit Union that the computer intended to be used in connection with the Electronic Communications meets the hardware and software requirements as described in Section 3 below.

1. ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY

By enrolling in the Electronic Communications, you agree that we may provide you with any communications in an electronic format. You elect and authorize us, at our discretion, to electronically deliver your account statement(s) and notices that we are required to provide to you under applicable Federal and State statutes and their implementing regulations as amended from time to time. Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your acceptance of the Electronic Communications also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all.

2. SECURITY MEASURES

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Upon your election of the Electronic Communications Package, the Credit Union will validate your e-mail address by sending you an e-mail and requiring you to consent electronically prior to initiating our Electronic Communications Package. By consenting to receive Electronic Communications, you acknowledge and understand that there are risks to electronic delivery of account statement(s) and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond our reasonable control or interception and/or alteration of such account statement(s) and notices by third parties in spite of the credit union's commercially reasonable security measures. In addition, you represent that you have considered our security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s), the risks associated with electronic delivery of account statement(s), and our security procedures.

3. YOUR COMPUTER'S SPECIFICATIONS

Hardware and Software Requirements. In order to use any of the online features Diamond offers, your computer must meet the following specifications: internet access, disk space enough to store documents, an internet browser that supports encryption with cookies enabled, such as Microsoft Edge®, Mozilla® Firefox®, Google® Chrome®, or Apple® Safari® installed. You must also have a PDF reader, such as Adobe® Reader®, if you wish to view your account statements online. The remote check deposit service requires a mobile device with a camera and the Diamond Mobile app running on an up-to-date version of Android or iOS.

4. E-MAIL ADDRESS

We will send your account alerts, notifications and periodic account statement(s) to you via e-mail to the last known e-mail address provided and verified by you. You agree to notify us promptly of any change of your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail or through online chat. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving your e-statement(s) and notices, we will send your e-statement(s) and notices to you via U.S. Mail to your last address known to us. If you have a "multiple-party account", your e-mail address may be changed using the procedure described above by any authorized party to your account. The credit union shall have no obligation or liability to any of the parties to a multiple-party account if the e-mail address is changed using the procedures set forth above.

5. PROMPT REVIEW OF E- COMMUNICATIONS

Your e-statement will be dated the day the e-statement notification is sent to you by e-mail (the "E-mail Date"). You must promptly review your e-statement and any accompanying items and notify us in writing (within the applicable time periods specified in the Rules) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone other than you to review your statements, you must still review the statement for any errors because you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-statement.

6. HOW TO WITHDRAW CONSENT

You may withdraw your consent to receive the Electronic Communications in electronic form, by contacting us at 800-593-1000 or by letter sent via U.S. Mail to Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464, or by visiting any of our office locations.

7. DISCLAIMER OF WARRANTY

We make no warranties of any kind with respect to the software program used to access the e- communications services, and we do not warrant that the software program or that e- communications services will meet your specific requirements. We make no warranties of any kind, whether express or implied, with respect to the use and adequacy of the software program or the e- communications services we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. NOTICE OF UNAUTHORIZED ACCESS

If you believe your e-statement is lost or that someone has obtained access to your e-statement without your permission, call us at (800) 593-1000 or write us at Diamond Credit Union, 1600 Medical Drive, Pottstown, PA 19464, or visit any of our office locations.

9. LIABILITY; INDEMNIFICATION

Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the Electronic Communications Package as expressly provided for in this agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these Electronic Communications services. We shall have no liability for failure to perform any Electronic Communications services or for any disruption or delay in performing Electronic Communications services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. Except to the extent that we are liable under this agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of these Electronic Communications services. You agree that this indemnification shall survive the termination of this agreement.

10. TERMINATION/AMENDMENT

We reserve the right, at our sole discretion, to discontinue the provisions of the Electronic Communications, or to terminate or change the terms and conditions on which we provide the Electronic Communications. We will provide you with any notice of any such termination or change as required by law.

11. GOVERNING LAW/JURISDICTION/SEVERABILITY

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the Commonwealth of Pennsylvania for any action that you bring and agree that, in any action brought under this Agreement, venue shall be placed in Berks County. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

SUBSTITUTE CHECK POLICY DISCLOSURE

In October of 2003, the Check Clearing for the 21st Century Act (Check 21) was passed into law and was effective October 28, 2004. The goal of this act is "to improve the overall efficiency of the nation's payment system." Since today's check processing environment involves extensive transportation costs and is time consuming, this law allows for the creation of a new negotiable instrument called a "substitute check" which will expedite the check collection process.

What is a Substitute Check?

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks or copies of substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, insufficient funds fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund including any interest on the refund, if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and/or that was posted to your account, please call us at 1-800-593-1000 or send a secure message from our website. You must file your claim with us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

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| FACTS | WHAT DOES DIAMOND CREDIT UNION DO WITH YOUR PERSONAL INFORMATION? | | |
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. | | |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • account balances and payment history • credit history and credit scores <p>When you are no longer our customer, we continue to share your information as described in this notice.</p> | | |
| How? | All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information, the reasons Diamond Credit Union chooses to share, and whether you can limit this sharing. | | |
| | Reason we can share your personal information | Does Diamond Credit Union share? | |
| | Can you limit this sharing? | | |
| | For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES | NO |
| | For our marketing purposes — to offer our products and services to you | YES | NO |
| | For joint marketing with other financial companies | YES | NO |
| | For our affiliates' everyday business purposes — information about your transactions and experiences | NO | WE DON'T SHARE |
| | For our affiliates' everyday business purposes — information about your creditworthiness | NO | WE DON'T SHARE |
| | For nonaffiliates to market to you | NO | WE DON'T SHARE |
| Questions? | Call 800-593-1000 or go to www.diamondcu.org | | |

| Who we are | |
|--|---|
| Who is providing this notice? | Diamond Credit Union |
| What we do | |
| How does Diamond Credit Union protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does Diamond Credit Union collect my personal information? | We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or apply for a loan • pay your bills or use your debit card • make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus or consumer reporting agencies. |
| Why can't I limit all sharing? | Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. |
| Definitions | |
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Diamond Credit Union does not have any affiliate companies.</i> |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Non-affiliates we share with can include consumer reporting agencies, data processors, and companies that perform marketing or other services on our behalf.</i> |
| Joint marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing agreements include companies such as those that provide securities, insurance, and mortgage services.</i> |

