

ATM SAVINGS ACCOUNT AGREEMENT

1. Definitions

- a. "Card" means the ATM Card (or any replacement thereof) issued by DCCCO to the member,
- b. "Cardholder" means member of DCCCO to whom a card has been issued,
- c. "ATM" or Automated Teller Machine refers to the machine installed by DCCCO for use by the members. It also includes other ATM or electronic devices in which the card could be used, as advertised from time to time.

2. Applicable Guidelines

ATM service is provided to interested members of DCCCO, as governed by ATM Savings Account Guidelines.

3. Card

a. Card Ownership

The Cardholder acknowledges that the card is and shall remain the property of DCCCO. For valid reason/s, DCCCO may, at any time, without prior notice terminate the use of, cancel, possess or decline to renew or replace the Card. The Cardholder agrees to return the card immediately to DCCCO upon its request. The Cardholder also agrees that DCCCO may also cause the ATM to retain the card automatically at any time without notice to the Cardholder.

b. Lost/Stolen Cards

In case the Cardholder loses his Card, he/she shall immediately notify his branch of account by fastest means available, giving all relevant details of the Card loss and of the account and must immediately execute an Affidavit of Loss.

c. Retention of Cards

DCCCO shall cause the retention of the Card by the machine for any of these reasons:

- 1. when DCCCO has terminated the deposit account(s) or this ATM Service Arrangement with the Cardholder;
- 2. when the card has been reported lost or stolen;
- 3. on the third unsuccessful try to enter his PIN.

Except for reasons above, DCCCO may reissue the same Card to the Cardholder if he/she so requests, subject to the conditions DCCCO may then impose, if any.

d. Replacement of Cards

Subject to the conditions DCCCO may impose, replacement cards shall be issued for any of the following reasons:

- 1. Forgotten PIN or PIN loses its confidentiality,
- 2. Card reported lost or stolen,
- 3. Tampered/Mutilated cards.

The Cardholder authorizes DCCCO to debit his/her account for Card processing fee for every replacement of Card.

4. Personal Identification Number

The Cardholder acknowledges that the Personal Identification Number (PIN) is strictly confidential and should not be disclosed, given or made available to any person under any circumstance. All transactions through the ATM shall be made personally by the Cardholder and the Cardholder shall not allow representatives the use of the Card. The Cardholder shall be liable for all withdrawals from the ATM Savings Account resulting from the use and misuse of the Card.

When applicable, the Cardholder, therefore, authorized DCCCO to debit his account for the amount of any withdrawal, transfer, or payment of accounts, in accordance with the records of transactions of DCCCO.

5. Receipt of Deposit or Payment

Deposits and/or payments (either in the Cardholder's name or others') authorized to be paid through DCCCO shall be **made** over the counter in any DCCCO branches.

The Cardholder agrees that deposit or payment entries made by DCCCO shall be based solely on the Membership Identification Number appearing on the payment/deposit slip and shall, therefore, clearly indicated the complete and correct Membership Identification Number therein. DCCCO shall not be liable for resulting entries based on an incorrect Membership Identification Number on the payment/deposit slip.

In receiving check deposits, DCCCO obligates itself only as the Cardholder's collecting agent assuming no responsibility beyond the exercise of due care. The Cardholder shall not deposit or use as payment second-endorsed or out-of-town checks, or previously dishonored checks. However, in the event such checks are included in the deposit or payment through the ATM, such checks will be excluded and shall be returned to the Cardholder. As used in this agreement, a "second-endorsed check" is a check which is neither payable to the order of "Cash" or "Bearer" or of the Cardholder, nor deposited in the account of the drawer/issuer thereof. Cash or check deposits made after the clearing cut-off-time or on Saturdays/Sundays or holidays will be considered transactions of the following working day. The Cardholder warrants the genuineness of all checks deposited in his/her account(s) notwithstanding the lack of endorsement thereon.

The Cardholder agrees that while the incoming clearing checks (ICC's) are being posted by DCCCO, it may earmark the total amount of ICC's against the available balances in his/her account/s. DCCCO may withhold availability of deposit balances to the extent of ICC's until all have been duly cleared.

6. Withdrawal Limits and Restrictions

- a. DCCCO shall impose a limit, which may be changed from time to time without prior notice, to the amount that can be withdrawn from the ATM regardless of sufficiency of balance of the Cardholder.
- b. Over the counter withdrawal (inter-branch or not) is not allowed except for meritorious cases subject to approval of the Manager which can be allowed only in the branch where the account is maintained.

7. Hours of Availability

The DCCCO ATM shall be opened to Cardholders 24 hours daily, except during service time or off-line condition.

8. Closure of Account

With proper notice to the Cardholder, DCCCO reserves the right to close an ATM Savings Account, if in its opinion, is improperly handled.

9. Cost and Venue Suit

In case of any litigation arising from the Cardholder's ATM Savings Account, the Cardholder shall pay the cost of litigation and attorney's fees equivalent to 20% of the amount involved but in any case not less than P500.00.

10. Change of Terms and Conditions

DCCCO has the absolute right to amend anytime any of the terms and conditions herein stipulated as it may deem necessary for the best interest of the Cooperative and the cardholders, provided, such additions, alterations and amendments are not contrary to its By-laws and other Co-op laws and regulations.

The amended terms and conditions, rules and regulations arising therefrom shall be communicated to the Cardholder through a notice posted in conspicuous places at the office of DCCCO for at least ten (10) days.

11. Acceptance of Terms and Conditions

By using the Card, the Cardholder is understood to have agreed and accepted the foregoing conditions and additional guidelines as DCCCO may subsequently prescribe from time to time governing ATM Savings Account.

The Cardholder expressly agrees that the use of the Card is at his own risk and shall assume all risks or delays incidental to or arising from the use of the Card.

12. Separability Clause

Should any of the stipulations herein be held invalid, the legality and enforceability of the remaining stipulations shall not, in any way, be affected or impaired.

In affixing my signature, I hereby certify that I have read and agreed to all the terms and conditions stipulated herein.

Signature Over Printed Name	

DCCCO Multipurpose Cooperative						ATM Savings Account Application Form				
BRANCH	DATE OF APPLICATION TYPE OF APP			PLICATION			REAS	REASON FOR REPLACEMENT		
	MONTH DAY YEAR NEW CARD REPLACEMENT CARD					-	LOST/ MUTILATED/ OTHERS TAMPERED			
MEMBER'S NAME	LAS	Т		FIR	ST			M.I.		
CARD NO.										3
PAYMENT OF SEI	DEBIT MY Savi		F ATM CARD			MBER'S NATURE	>			
VERIFIED BY		DATE		APPR	OVED	ВУ			DATE	