



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.

