

BY USING YOUR VISA® CARD YOU AGREE TO ALL THE TERMS IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT AND SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR CARD GIVEN TO YOU SEPARATELY. PLEASE BE SURE TO READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF THERE ARE ANY SECTIONS YOU DO NOT UNDERSTAND.

#### 1. DEFINITION OF TERMS.

In this Agreement:

- The words, “we,” “us,” “our,” and “Credit Union” refer to the Marriott Employees’ Federal Credit Union or any of its assigns.
- The words “you,” “your,” “yours,” “cardholder,” and “borrower” refer to each person jointly and individually who applies for or otherwise is responsible for the VISA Platinum, VISA Gold, VISA Classic, or VISA Classic Secured Credit Card.
- “VISA” or “card” refers to the Marriott Employees’ Federal Credit Union VISA Platinum, VISA Gold, VISA Classic, or VISA Classic Secured Credit Card issued to you under this Agreement and any duplicates and renewals issued by the Credit Union, and includes any device or check used to obtain credit or cash from the account.
- “Account” refers to your VISA Platinum, VISA Gold, VISA Classic or VISA Classic Secured Credit Card account, unless otherwise stated.

NOTE: If this is a joint account, read the singular pronouns in plural.

2. USE OF CARD. You may use your account to purchase goods or services or get cash advances, up to the credit limit. We may allow you to transfer balances from other credit cards. We also may issue convenience checks to you from time to time. When you sign a convenience check, you request a cash advance from your account. We may refuse to pay a convenience check for any reason. At your risk and upon your request, we will accept a stop payment request on a convenience check. You must provide us with any information we may require. A stop payment request becomes effective only after we have had a reasonable opportunity to act upon it. Our receipt of your stop payment request comes too late if: we have indicated in any manner that we will pay or honor the convenience check; the convenience check is already in our processing system; or we do not have a reasonable time to act upon it (and you and we agree that the receipt of your stop payment request on the same day as the convenience check is presented to us does not give us a reasonable time to act on the stop payment request). Stop payment requests may be made orally or in writing. An oral stop payment request is effective for 14 calendar days following our receipt unless confirmed by you in writing before the end of that time period. A written stop payment request is effective for 6 months following our receipt and must be renewed in writing. If you fail to renew a stop payment request before it expires, you will be deemed to have consented to payment of the convenience check. You will immediately sign the back of your card upon receipt to ensure proper use. You promise to pay the Credit Union all amounts charged to your account by you or by any user who has access to your account, with actual, apparent, or implied authority for its use, including finance charges and other fees or charges described in this Agreement. By signing, using, or permitting others to use the card, you agree to the terms and conditions contained in this Agreement, on the card, on any charge slip resulting from authorized use of the card, and on any authorized Cash Advance slip. You also agree to make a good-faith effort to resolve any billing dispute. You may not use your card to initiate any type of electronic gambling transaction through the Internet. Also, you agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law.

3. JOINT ACCOUNTS. Each cardholder is responsible, jointly and severally, for the repayment of any amounts owed. You understand that the Credit Union will mail any VISA card which is requested and approved only to the primary borrower at the address indicated on the account. We may refuse to follow any instructions which run counter to this provision.

4. OWNERSHIP. Your card remains the property of the Credit Union, which reserves the right to cancel your card at any time without notice. You agree to discontinue using your card immediately and return it to us or our agent designated to repossess it upon our request or revocation. If we employ an agent for such repossession, your account will be charged with any related fee.

5. PERSONAL IDENTIFICATION NUMBER. The Credit Union will issue a Personal Identification Number (PIN) for use with your VISA card. This PIN is confidential. Do not disclose it to anyone. You may use your PIN and your VISA card to access your account. All sums advanced will be added to your account balance. If any use of your PIN constitutes an Electronic Funds Transfer, the terms and conditions of your Electronic Funds Transfer Agreement will govern such transactions to the extent that your Electronic Funds Transfer Agreement expands or amends this Agreement.

6. LINE OF CREDIT LIMIT. If your application for a VISA card is approved, you will be notified of your credit limit (the maximum amount of credit we agree to provide to you or on your behalf) for transactions made under your account. Unless you are in default, the credit limit established for you will be self-replenishing as you make payment of your account. You agree to keep your unpaid balance within the credit limit set by us, and you promise to pay any amount over the credit limit upon our demand, whether or not we authorize the advance which caused you to exceed your credit limit. We are not obligated to accept charges which would cause you to exceed your credit limit. If your account is in default, you will have no credit available even if your unpaid balance is less than your credit limit. You agree that we can change your credit limit at any time. You may request a change to your credit limit by submitting an updated VISA application to us.

7. PERIODIC STATEMENT. On a regular basis, you will receive a statement showing all transactions on your account, including amounts paid and borrowed since your last statement. You are responsible for making payments on your VISA account whether you receive a billing statement or not. See section 9.(E) of this Agreement.

You will receive one statement for all cards issued with your account number. If more than one person is an authorized user, the statement will be sent to the first person listed on the account. We need not send you a statement if we feel your account is uncollectible or if we have started collection proceedings against you because you defaulted. Unless you establish a billing error according to the Federal Truth-In-Lending Act, each statement is deemed to be correct. Your monthly statement will identify the merchant, electronic terminal or financial institution at which the transactions were made. Because sales, cash advances, credit or other slips cannot be returned with the statement, you should retain the copy of the slips furnished at the time of the transaction so that you can verify your monthly statement.

8. FINANCE CHARGES. FINANCE CHARGES WILL BE IN AMOUNTS NOT IN EXCESS OF THOSE PERMITTED BY LAW. FINANCE CHARGES AND OTHER CHARGES THAT APPLY TO YOUR ACCOUNT ARE DISCLOSED IN THE FEDERAL TRUTH-IN-LENDING STATEMENT GIVEN TO YOU SEPARATELY.

#### 9. MINIMUM MONTHLY PAYMENT.

(A.) Except for Visa Classic Secured, your Minimum Payment each month will be either (1) 2% of your new balance on your billing statement or \$10 (whichever is greater); or (2) your new balance on your billing statement, if it is less than \$10; plus (3) any portion of the minimum payment(s) shown on the prior statement(s) which remains unpaid, and finance and other applicable charges.

(B.) Visa Classic Secured Minimum Payment each month will be either (1) 3% of your new balance on your billing statement or \$10 (whichever is greater); or (2) your new balance, if it is less than \$10; plus (3) any portion of the minimum payment(s) shown on the prior statement(s) which remains unpaid, and finance and other applicable charges.

(C.) Though you need only pay the Minimum Payment each month, you may make larger payments or pay your entire account balance at any time without penalty. You will only be charged periodic interest to the date you pay your entire account balance. Any partial payment or prepayment of your account will not delay your next scheduled payment. All payments must be in lawful money of the United States and drawn on a U.S. institution.

Subject to the requirements of applicable law, (a) we may select the method by which payments and credits are allocated to your account in our sole discretion, and (b) if you pay more than the Minimum Monthly Payment required, we will apply the excess amount to the balance with the highest Annual Percentage Rate and then to other balances in descending order based on Annual Percentage Rates. If your credits and/or payments exceed what you owe, we will hold and apply these against future purchases and cash advances. We will refund the credits or payments to you if you send us a written request and will refund any part of the credit balance remaining in your account after 6 months.

(D.) VISA Classic Secured Minimum Payments may be made through payroll deductions or other periodic deposits. Otherwise they must be mailed to the address shown on your statement to avoid delays in crediting your account. VISA Platinum, Gold and Classic payments must be mailed to the address shown on your statement to avoid delays in crediting your account. DO NOT MAIL PAYMENTS DIRECTLY TO THE CREDIT UNION. DO NOT COMMINGLE YOUR CREDIT CARD PAYMENTS WITH FUNDS DESIGNATED FOR CREDIT TO OTHER ACCOUNTS. Payment checks must be drawn on a financial institution or other entity domiciled in the United States. Although we post your payments in the manner described above, we may delay restoring your available credit limit in the amount of your payment. All credits for payments to your account are subject to final payment by the institution on which the item of payment was drawn.

(E.) At our option, we may provide for a payment skip option, which means that you may be allowed to skip making the Minimum Payment, for specified billing cycles. If you accept this payment skip option, we will continue to apply the interest as disclosed in the Federal Truth-in Lending Statement, but no late payment charges will apply to the skipped payment. For the billing cycle following a skipped payment, all the terms and conditions of this Agreement (including the Minimum Payment and applicable late charges) will continue to apply.

(F.) The Credit Union is not responsible for billing statements which are late, lost or damaged by the U.S. Postal Service. If you do not receive a billing statement, you may obtain information about your new balance, minimum payment and payment due date by calling 800-237-6211.

10. PLEDGE OF SHARES. BY SIGNING THE PLEDGE OF SHARES SECTION OF THE APPLICATION, YOU PLEDGE AND GRANT TO

US A SECURITY INTEREST IN YOUR CREDIT UNION SHARES, INCLUDING DIVIDENDS WE PAY TO YOU ON THIS ACCOUNT TO SECURE THE ACCOUNT. You acknowledge that you own any shares pledged. To apply for and maintain any VISA credit card, you must be a Credit Union member and have a Share Savings Account with us with a \$5 minimum balance, in addition to any other savings requirements that may apply.

If you have a VISA Classic Secured Card, you further agree:

- To place \$250 of cleared funds on deposit as collateral for the card in a Special Share Savings Account to qualify for a \$500 VISA Classic Secured Credit Limit. Credit limits over \$500 will require funds on deposit in a Special Share Savings Account equal to 110% of the entire limit requested.
- To make weekly and/or other periodic deposits of \$20 (minimum) through payroll deductions to that special Share Savings Account until that account reaches \$550 or 110% of the credit limit, and maintain those funds with us as collateral for the account.
- That you have the option to make weekly and/or other periodic deposits to a designated Share Savings Account through payroll deduction in amounts equal to the minimum monthly payment on your line of credit (which may be higher than your actual minimum monthly payment on purchases or cash advances).
- That you cannot withdraw any funds from these deposits except for amounts that exceed your credit limit plus one monthly payment. You cannot withdraw any funds from these deposits while your account balance exceeds your credit limit, if you are in default, or if we have blocked use of or requested the return of your card.
- The deposits and payments described in this Agreement must be made while your VISA account is open, while the VISA Classic Secured Card is in your possession (regardless of your account balance), and after your account is closed, until it is paid in full, this agreement is terminated and your card is returned to us.

11. MERCHANT CREDITS. A merchant gives you credit for returns or adjustments by sending us a credit slip which is then posted to your account. You need to allow up to 30 days from the date we receive the credit slip for the credit to appear on your statement. If it has not been posted to your account by then, refer to the Billing Rights summary below. Include a COPY of the credit slip with any correspondence.

12. DEFAULT. You will be in default if any one of the following apply:

- You do not make a payment within 30 days after its due date or perform any obligation under this Agreement, or any other Agreement you may have with us.
- You exceed your credit limit.
- You die or become involved in an insolvency, receivership or custodial proceeding brought by or against you.
- You have made a false or misleading statement in a credit application with us and/or in your representations to us while you owe us money.
- A judgment or tax lien is filed against you or any attachment or garnishment is issued against any of your property or rights, specifically including anyone starting an action or proceeding to seize any of your funds on deposit with us.
- We, in good faith, believe your ability to repay your indebtedness hereunder is or soon will be impaired, time being of the very essence.
- Any default occurs and is not cured to our satisfaction under any other loan or other indebtedness you have with us.

IF YOU ARE IN DEFAULT, WE MAY IMMEDIATELY, WITHOUT NOTICE OR DEMAND AND TO THE EXTENT PERMITTED BY LAW, (1) CANCEL YOUR RIGHTS UNDER THIS AGREEMENT, INCLUDING ALL USE OF THE CARD(S), (2) DECLARE THE ENTIRE UNPAID BALANCE OF YOUR ACCOUNT IMMEDIATELY DUE AND PAYABLE, AND (3) REQUIRE THE RETURN OF ALL CARDS.

13. ENFORCEMENT. We do not lose our rights under this Agreement if we delay enforcing them or if we accept late payments, partial payments, or any other payments, even if they are marked “paid in full.” If any provision of this or any related Agreement is determined to be unenforceable or invalid, all other provisions continue to remain in full force and effect.

14. ASSISTANCE IN PROSECUTION. You agree to assist us (for example, by furnishing affidavits and/or giving testimony) in the prosecution of any person(s) for unauthorized use of your card.

15. NOTICES: Notice sent to any one of you will be considered notice to all. Any notices we give you shall be in writing and deemed given when deposited in the U.S. mail, with postage prepaid and addressed to you at your last known address in our records for your account or when sent by e-mail (if you use our internet banking services) to your last known internet address. Your notices to us must be in writing and sent to the address shown in your most recent billing statement or as otherwise specified in this Agreement. If a specific notice period or type of notice is required by applicable law, the notice will be made and will be binding in accordance with such law.

16. CHANGE IN TERMS. To the extent permitted by law: we may change the terms of this Agreement at any time by notifying you of the changes as prescribed by the Federal Truth-In-Lending Act, the right to change the terms of this Agreement includes the right to change the periodic rate of interest applicable to your unpaid balance and/or future advances and changes may apply to all outstanding indebtedness on the effective date of the change.

17. REFUSAL TO HONOR CARD(S). The Credit Union is not liable for the refusal or inability of merchants, financial institutions or others to accept the card, or for the refusal or inability of electronic terminals to honor the card or complete a card withdrawal or for their retention of the card.

18. LIABILITY FOR CARDHOLDER NEGLIGENCE OR UNAUTHORIZED USE AND REPORTING LOST OR STOLEN CARDS. BY accepting a VISA card, you agree to accept responsibility for safeguarding your card and the PIN issued to you or any other authorized user in order to prevent unauthorized transactions. You agree that we may invalidate your card and PIN if unauthorized transactions occur as an apparent result of your negligence. You will not be liable for unauthorized transactions on a lost or stolen card after you notify “security.” YOU MUST REPORT A LOST OR STOLEN CARD IMMEDIATELY. Notify “security” by calling 800-237-6211 IMMEDIATELY or by writing to Fidelity National Information System on behalf of Marriott Employees’ FCU, P.O. Box 30334, Tampa, FL 33630. You agree to tell us what you know about the loss or theft. We reserve the right to impose liability on you if we determine that you were negligent in the handling of the account or card. In any case, your liability will not exceed \$50. If you give us notice orally, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person to whom you have given authority to use the account or card and that you will be liable for all use by such a person. To terminate that authority, you must notify us.

19. EFFECT OF AGREEMENT. This agreement is the ONLY contract which applies to all transactions involving the card and overrides any sales, cash advance, credit, or other slips you may sign or receive when using the card.

20. INTEGRATED DOCUMENT(S). Any separate sheet of paper labeled “Additional Disclosure Federal Truth-In-Lending Act” that is delivered to you and relates to this Agreement is an integrated part of this Agreement and Disclosure.

21. PAYABLE ON DEMAND. The entire principal balance of your account plus interest will become immediately due and payable, at our option, under any of the following conditions:

- You leave your employment with Marriott International, Inc. or any affiliate or subsidiary.
- You fail to return a signed Agreement.
- You are in default as defined in this Agreement.

If you are employed by Marriott International, Inc. or any affiliate or subsidiary and you leave that employment, and to the extent permitted by law, you authorize that company to release to us, and direct us to apply any final payments due you from that company to the balance owed to us, plus any charges outstanding on your account, if we so request.

22. UPDATING AND DISCLOSING FINANCIAL INFORMATION. You agree to advise us of any change in your financial condition which may affect your creditworthiness and provide us with a current account application whenever we request one. At our request, you agree to provide facts to update information contained in your original account application or other financial information related to you, including information related to your default. You also agree that we may make inquiries pertaining to your employment, credit standing and financial responsibility in accordance with applicable laws and regulations as we deem necessary. You further agree that we may give information about the status and payment history of your account to consumer credit reporting agencies. By applying for or using the card, you agree that we may provide your personal data to VISA U.S.A., its members or their agents for the purpose of providing emergency cash and emergency credit card replacement services.

23. TERMINATION. Either we or you may terminate this Agreement and your account at any time by giving the other party notice, but termination will not affect your obligations to pay the account balance plus any interest and other charges owed according to the terms of this Agreement. You must return all cards to us with your notice of termination. Termination by any one of you terminates the card for all of you. Termination by you is effective upon our acknowledgement that your notice has been received. The cards you receive remain our property and you must recover and surrender all cards to us upon request or upon termination of this Agreement. Termination of this account will also terminate any other products or services offered in conjunction with this account.

24. OTHER AGREEMENTS. You agree that we do not waive our rights under this Agreement if we fail to assert them. The Agreement binds and benefits us and our successors and assigns and binds you, your estate and your personal representatives.

25. ASSIGNABILITY OF ACCOUNT. You agree the Credit Union may at any time sell, transfer, or assign your VISA account to another financial institution.

26. COMMUNICATIONS CONCERNING DISPUTED DEBTS: IF YOU MAKE A PAYMENT MARKED “PAID IN FULL” OR STATE

THAT YOUR CHECK PAYS YOUR OUTSTANDING BALANCE OR IS OTHERWISE IN FULL SATISFACTION OF THIS AGREEMENT YOU MUST SEND THAT PAYMENT TO VISA P.O. BOX 31279 TAMPA, FL 33631-3279.

27. TELEPHONE MONITORING: To ensure that you received accurate and courteous customer service, on occasion, your call may be monitored by our employees or agents and you agree to any such monitoring.

28. MISCELLANEOUS: This Agreement is governed by the laws of the State of Maryland except to the extent federal laws preempt Maryland law. We elect to extend credit under Subtitle 9 of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, except to the extent it is preempted by federal law. We can delay enforcing any of our rights any number of times without losing them.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write us at:

Fidelity National Information System on behalf of  
MARRIOTT EMPLOYEES’ FEDERAL CREDIT UNION  
P. O. Box 30334  
Tampa, FLA 33630

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill was correct. While we investigate whether or not there has been error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Credit Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Credit Card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Fidelity National Information System on behalf of  
MARRIOTT EMPLOYEES’ FEDERAL CREDIT UNION  
P. O. Box 30334  
Tampa, FL 33630

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

NOTICE TO COSIGNER: You are being asked to guarantee this debt. Think carefully before you do. If the borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Credit Union can collect this debt from you without first trying to collect from the borrower. The Credit Union can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

NOTICE TO OHIO RESIDENTS. Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE TO MASSACHUSETTS RESIDENTS. You may cancel a purchase under this Agreement if it has been signed by a party thereto at a place other than the address of the seller, which may be his/her main office or branch thereof, provided that you notify the seller in writing at his/her main office by first-class mail posted or by a telegram sent or delivered by no later than midnight of the third business day following a purchase under this Agreement.

NOTICE TO TEXAS RESIDENTS. This contract is subject in whole or in part to Texas law, which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas, 78705-4207. Phone number: 512-479-1285, 214-263-2016, 713-461-4074.

NOTICE TO ILLINOIS RESIDENTS. For comparative information on interest rates, charges, fees and grace periods, residents of Illinois may contact the Illinois Commissioner of Banks and Trust Companies, State of Illinois – CIP, P.O. Box 10181, Springfield, Illinois, 62791. Phone number: 800-634-5452.

Address all correspondence to:

Fidelity National Information Systems (FIS)  
P.O. Box 30334  
Tampa, FL 33630  
800-237-6211

This agreement is effective as of November 14, 2010 and supersedes any prior VISA disclosures.

# VISA Credit Card Agreement



*Building Relationships that Last a Lifetime*

**Internet address  
www.mefcudirect.com**

**Member Services  
800-821-7280**

**MET 24-hour Voice Response  
800-788-8585**

