

This Electronic Fund Transfers Agreement and Disclosure (Agreement) covers many of the electronic funds transfer (EFT) services Marriott Employees' Federal Credit Union (MEFCU) currently offers. Therefore, some provisions may not currently be applicable to you. Please read and retain this Agreement; it provides procedures to be followed if you have an error or problem regarding your EFT services.

This Agreement applies to certain electronic funds transactions made to or from your account(s). Electronic funds transactions are movements of funds originated other than by check or paper instrument. The word "Card" means an access device issued to you by us which permits you to conduct Transactions at automated teller machines (ATMs) which are owned and operated by us and those which are part of a network which accepts our Card and or an access device issued to you to purchase goods and services from participating merchants (Check Card). The word "Transaction" means an electronic funds transaction performed through the use of an ATM with your Card, calls to our telephone response system (MET), on-line transactions performed through MEFCU Direct On-Line Banking or any related mobile application (On-Line Banking), an electronic funds transaction performed through the use of your Card to purchase goods or services, or other electronic movement of funds on a pre-authorized basis. The word "PIN" means both your personal identification number(s) for use with your Card and your password for use with MET and On-Line Banking.

You understand that the agreements, rules and regulations applicable to your account(s) remain in effect and continue to be applicable, except as specifically modified by this Agreement. By signing any application for a Transaction service or Card, or by conducting Transactions, you agree to the terms of this Agreement. You understand that your Card and any other access PINs issued by us, are our property and are used only with our permission and are not transferable.

ISSUANCE OF PIN

We will issue a PIN to be used in conjunction with the Card for Transactions. We will also issue a randomly selected PIN to be used with MET. You will choose your PIN for On-Line Banking upon enrollment. You may change these PINs at any time.

You will hold in strict confidence your PIN. You will not share your PIN with anyone in an oral or written manner. You will not write your PIN on your Card, the Card carrier, any paper or wallet you carry with the Card or any paper that contains your account number(s) in the case of MET or On-Line Banking access. These actions invite misuse of accounts if such items are lost or stolen. You should protect your PIN as you would cash, credit access devices or checks -- these numbers are the "keys" with which someone can access your account.

RESPONSIBILITY

You are responsible for all Transactions made on your account via MET or On-Line Banking or your Card by anyone, including unauthorized Transactions, subject to the limitations of applicable law. You agree to hold us harmless for any and all Transactions you authorize (either in writing or by your words or conduct) on your account(s). We have no obligation to monitor the use of your Card or PIN or to notify you if unusual activity occurs.

YOU UNDERSTAND AND AGREE THAT A JOINT OWNER TO WHOM A CARD OR PIN IS ISSUED WILL HAVE ACCESS TO ALL OF YOUR ACCOUNTS UNDER YOUR ACCOUNT NUMBER WHICH ARE ACCESSIBLE BY THE CARD OR PIN, WHETHER OR NOT THAT PERSON IS A JOINT OWNER ON ALL SUCH ACCOUNTS.

LOSS OR THEFT

You will notify us immediately of loss or theft of the Card or any PIN. If you recover the Card/PIN after you have notified us, you will not use it.

USE OF CARD/PIN AND TERMINATION

You will not use the Card or PIN to make Transactions that would withdraw or transfer funds in excess of the available balance in the account. You will not attempt to make a Transaction when MET, On-Line Banking, or an ATM informs you (or other circumstances give you reason to believe) that the respective system is closed or not operating properly due to a technical malfunction or is unable to initiate the Transaction you desire. We will not be liable in such cases, nor will we be liable if an ATM does not return your Card. You will not use a damaged, cracked or expired Card. We may terminate or cancel your right to make Transactions or cancel this Agreement at any time. If we are required by law to give you notice of our termination or cancellation, we will do so. If we are not required by law, we may give you notice, but we are not obligated to do so. Your PIN and/or Card (as applicable) may not be used after we terminate it. You may terminate or cancel the use of your PIN and /or Card (as applicable) by giving us written notice and destroying the Card.

AMENDMENT

We may change the terms under this Agreement at any time by mailing notice to you to your most recent account statement address or by posting notice in our branches. Unless we are required to give you advance notice by law, changes are effective on the date notice is mailed or posted. Use of your PIN and/or Card after the effective date of the change will acknowledge your acceptance of that change.

YOUR LIABILITY UNDER THE ELECTRONIC FUNDS TRANSFER ACT FOR UNAUTHORIZED ACCESS TO YOUR DEPOSIT ACCOUNTS

TELL MEFCU AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum overdraft line of credit). If you believe your Card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Card without your permission. If you do not tell us within two business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Transactions that you did not make, 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 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.

ADDRESS AND TELEPHONE NUMBER FOR NOTIFYING MEFCU

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 1- 800-821-7280.

OR WRITE:

Marriott Employees' Federal Credit Union
P.O. Box 6006
Bethesda, MD 20827-6006
Attn: Deposit Services

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.

BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

TYPES OF TRANSFERS AVAILABLE AND LIMITS ON TRANSFERS

In all cases, your ability to perform Transactions is subject to there being sufficient funds available in your account(s).

MEFCU DIRECT TELEPHONE BANKING (MET) & MEFCU DIRECT ON-LINE BANKING

You may use a touch-tone telephone keypad and PIN to access your account(s) through MET or on-line/mobile access and a PIN to access your account(s) through On-Line Banking or any related mobile application to:

- Make a check withdrawal from your savings account(s), money market account(s), or checking account(s). The check will be mailed to your statement address.
- Transfer funds between your savings, money market and checking account(s) and from your loan account(s) from which you are authorized to make transfers to your savings, money market, and checking account(s). During any calendar month, you may not make more than six (6) transfers through MET from a savings account to another one of your accounts or to a third party. Additionally, only three of the six transfers may be made by check, draft, or similar order to a third party.
- Determine the balance in your accounts.

Through On-Line Banking you may also initiate bill payments, transfer funds between accounts, and/or transfer funds to others (subject to your agreement to any separate terms that apply to such services – see INTERNET BANKING/BILL PAYMENT COMPUTER TRANSFER – TYPES OF TRANSFERS below).

We may, at our sole discretion, limit the amount of funds you may transfer among any of your accounts or to third persons. For telephone transfers, the current limits are \$9,999.99 per day. For checks mailed to you, the current limits are \$9,999.99 per day. For On-Line Banking transfers, current limits are specified in our Online Banking Agreement. For security reasons, there may be other limits on the number or dollar amount of Transactions you may make through MET.

ATM CARD

Subject to the limitations of the ATM, you are using, you may use your Card to:

1. Withdraw cash from your primary savings account and your checking account.
2. Transfer funds between your primary savings account and your checking account.
3. Determine the balance in your primary savings account and your checking account.
4. You may withdraw (subject to the limitations of the ATM you are using) up to \$500 per day. *Concierge Service members may be authorized for higher withdrawal limits.*

For security reasons, there may be other limits on the number or dollar amount of Transactions you may make with the Card or there may be limits imposed by the particular ATM you use.

CHECK CARD

The Check Card is not a credit card and no commitment to extend credit will be made by issuance of the Check Card. Once the card is issued, any ATM card on the account will be cancelled.

You may use your Card to:

- Perform ATM Card transactions as described above.
- Make POS transactions with your Card and PIN to purchase goods or services at merchants that accept VISA®.
- Order goods or services by mail, online, or telephone from places that accept VISA®.
- Transfer funds between accounts.

The following limitations on the frequency and amount of Check Card transactions may apply:

- There is no limit to the number of Check Card purchases you can make each day directly from merchants or through POS terminals.
- You may purchase up to a total of \$1,500 each day with your Check Card (or the available funds in your account, if less than \$1,500).
- There is no limit to the number of cash withdrawals you can make each day from ATMs, nor to the number of cash advances you can make each day in person at participating institutions (subject to the withdrawal and cash advance limits below).
- Your combined total of cash withdrawals at ATMs and/or cash advances made in person each day cannot exceed \$500 (or the available funds in your account, if less than \$500). *Concierge members may be authorized for higher withdrawal limits.*
- You can transfer up to the available balance in your accounts at the time of transfer.

ELECTRONIC CHECK CONVERSION--TYPES OF TRANSFERS

Your check can result in an electronic funds transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time, you offer a check to the merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event a check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.

Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

INTERNET BANKING/BILL PAYMENT COMPUTER TRANSFER--TYPES OF TRANSFERS

You may access your account(s) with a computer or mobile device using Internet access to www.mefcudirect.com or a related mobile application and using your login ID and PIN to:

- Transfer funds between accounts and/or transfer funds to others
- Make payments to loans with us (transfer from a share account to a loan account)
- Make payments from your checking account to third parties (bill payment).

For transaction and other limitations please refer to any separate terms that apply to such services.

FEES AND CHARGES

Fees and charges for use of your card and MET are in our Schedule of Account Fees. An ATM operator may impose a fee if you initiate an Electronic funds transfer or balance inquiry from an ATM that is not operated by us, and a fee may be imposed by a national, regional or local automated transfer network that is used to facilitate the transaction.

ATM OPERATION/NETWORK FEES

When you use an ATM not owned by us, you may be charged a fee (surcharge) by the ATM operator or any Network used. You may be charged a fee for balance inquiry even if you do not complete a funds transfer.

DOCUMENTATION OF TRANSACTIONS

You will receive a receipt at the time you make any transaction using an ATM or Check Card.

If your account has any Transactions, you will receive a monthly statement; otherwise, if there are no Transactions in that particular monthly statement cycle, you will receive a quarterly statement.

Members with credit lines and/or checking accounts will receive monthly statements regardless of Transaction activity.

LEGAL TRANSACTIONS

You agree that you will only use the card for transactions that are legal where you conduct them. For example, internet gambling transactions may be illegal in your state. Display of a payment card logo by an on-line merchant does not mean that an internet transaction is legal where you conduct it. We will not be liable if you

engage in an illegal transaction. We reserve the right to decline transactions with merchants we have identified as gambling establishments but are not obligated to do so. If we do not decline such transactions, we are authorized to deduct the amount of such transactions from the account linked to your card.

PRE-AUTHORIZED CREDIT

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the phone number listed in the section, “Address and Telephone Number for Notifying MEFCU,” to find out whether or not the deposit has been made.

NOTICE OF VARYING AMOUNT OF PREAUTHORIZED PAYMENTS

If preauthorized payments to persons or companies vary in amount, the person or company you are going to pay will tell you 10 days before each payment when it will be scheduled 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 a previous payment, or when the amount would fall outside certain limits that you set.

PROCEDURE FOR STOPPING PAYMENT OF PREAUTHORIZED TRANSFERS

If you have notified us in advance to make regular payments out of your account(s), you can stop any of these payments which are made to persons or companies other than MEFCU. Here’s how:

- Telephone or write to us, using the phone number or address listed in the section, “Address and Telephone Number for Notifying MEFCU,” in time for us to receive your request at least three business days before the payment is scheduled to be made.
- If you call, we may also require you to put your request in writing and give it to us within 14 days after you call.
- We will charge you a fee for each stop payment order you give.

See our Schedule of Account Fees for the charge.

You do not have the right to stop payment on any Point of Sale transaction, Check Card transactions, or any transaction you perform at an ATM.

Payments to MEFCU are governed by the terms of your automatic payment authorization arrangement with MEFCU and not this Agreement.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

If you order us to stop one of these payments at least three business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

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 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 Transaction.
- If the Transaction would go over the credit limit on your line-of-credit.
- If the ATM at which you are making the Transaction does not have enough cash.
- If the ATM or other means by which you are making your Transaction was not working properly and you knew this when you started the Transaction.
- If circumstances beyond our control, such as fire or flood, prevent the Transaction despite reasonable precautions that we have taken.
- If for security reasons a limited amount of cash is available at an ATM.
- The funds are subject to legal process or other encumbrance restricting such Transaction.
- You have not properly followed the instructions for operation of the ATM or other means by which you are making your Transaction.
- The Transaction would exceed one of the established limits contained in this Agreement or other agreement governing your account or a particular service.

ERROR RESOLUTION PROCEDURE

In case of errors or questions about your Transactions, telephone or write to us as soon as you can, using the phone number or address listed in the section, “Address and Telephone Number for Notifying MEFCU.” If you think your statement or receipt is wrong, or if you need more information about a Transaction listed on the statement or receipt, contact us. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we 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. We may take up to 20 business days for any Transactions to or from the account that occur within 30 days after the first deposit to the account. If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days for Transactions initiated outside the United States or Puerto Rico or Transactions to or from the account within 30 days after the first deposit to the account.)

If we decide to do this we will credit your account within 10 business days (20 business days for any Transactions initiated outside the United States or Puerto Rico) for the amount you think is in error, so that you will have the use of your 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.

We will tell you the results within three business days after completing our investigation. If we decided 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.

SAFETY CONSIDERATIONS WHEN USING ANY ATM OR CHECK CARD

When using an ATM or Check Card, please consider the following:

- Be aware of your surroundings, particularly during hours of darkness.
- Have someone accompany you, particularly during hours of darkness.
- Do not display cash in the vicinity of the ATM. When the transactions have been completed, pocket the cash and count it in the safety of your locked vehicle or home.
- If you notice anything suspicious, use another ATM or return later.
- If you notice anything suspicious while conducting the transaction, cancel the transaction, pocket your Card and leave the area.
- Report any crime to the local law enforcement officials and the operator of the ATM.
- Do not write your PIN on your card(s).
- Do not carry your PIN with your card(s).

CHANGE OF ADDRESS

All address changes must be in writing to:

Marriott Employees' Federal Credit Union
P.O. Box 6006
Bethesda, MD 20827-6006

**Marriott Employees'
Federal Credit Union
P.O. Box 6006
Bethesda, MD 20827-6006**

Member Services
1-800-821-7280

MEFCU Direct Telephone Banking (MET)
1-800-788-8585

Internet Address

<http://www.mefcudirect.com>



Building Relationships that Last a Lifetime

Electronic Funds Transfer Agreement and Disclosure



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