

Consent to Electronic Disclosures

By enrolling in *MEFCUDirect Online Banking Services and/or Mobile Banking Services* (collectively, "Services"), you consent to electronically receive the MEFCUDirect Online Banking Agreement, Mobile Banking Agreement, periodic statements (if you enroll for our Electronic Statement Service), any separate, additional terms of use or service for other services available through Mobile Banking Services, alerts, disclosures and notices and other communications provided to you by Marriott Employees' Federal Credit Union in connection with your Accounts and your loans (collectively, "Communications"). You understand that enrollment is at your option and you may continue to receive Communications in paper. Your consent covers all Communications that are required or may be provided for your share accounts and/or loans, including, but not limited, to, periodic statements (if you enroll for our Electronic Statement Service), change in terms notices and privacy notices.

Hardware and Software Requirements

To access the Communications subject to this consent, you will need an active email address, a web browser meeting our security requirements, the latest two versions of Internet Explorer (accessible at www.microsoft.com/windows/internet-explorer) or the latest versions of Firefox (accessible at www.mozilla.com) or Google Chrome (accessible at www.google.com/chrome). You will also need the latest version of Acrobat Reader, accessible at no charge at www.adobe.com. If you wish to keep a copy of any Communications, you will need a printer or storage device such as a hard drive. From time to time we may offer services or features requiring updates or reconfigurations to your Internet browser. Please check the website frequently for required updates. Please note, the newest releases of Internet browsers may NOT be fully compatible with the Services until they are certified by the provider. If you are reading this online, you have the necessary hardware and software to access our Communications.

Change of E-mail Address

You agree to notify us immediately of any change in your e-mail address. You may change your e-mail address while logged in to online banking or notify us by fax to 301-634-5275 or by mail to Marriott Employees' Federal Credit Union, P.O. Box 6006, Bethesda, MD 20827-6006, Attn: Member Service.

Your Right to Terminate Consent

You have the right to terminate your consent to receive Communications electronically by going to the Account Services section of online banking and checking the box to disable electronic delivery of your Communications. The termination will take effect as soon as we have had a reasonable period of time to act on your request, but no longer than 30 days.

Requesting a Paper Copy of Communications

Requests for paper copies of Communications may be made by e-mailing member.services@mefcudirect.com or by calling toll-free 1- 800-821-7280. See the *Schedule of Account Fees* for our current fees for paper copies.

MEFCUDirect Online Banking Agreement

We provide web-based banking services that permit you to perform many finance-related functions over the Internet. As used in this Agreement, the words “we,” “our,” “us,” and “MEFCU” mean Marriott Employees’ Federal Credit Union. “You” and “your” refer to all holders and authorized users of any Account that may be accessed through our electronic banking services.

When you enroll in and/or use any of the Services, or authorize others to use them, you agree to all of the terms and conditions of this Agreement. Any person you have authorized to access your Accounts and/or the Services electronically is authorized to accept this Agreement and electronically access each of your Accounts linked to the Services for any purpose, including making Transactions.

I. Definitions

Throughout this MEFCUDirect Online Banking Agreement, the following words have the meanings indicated below.

“**Access Code**” means the user identification, password, personal security code, or other authentication device, whether one or more than one, that you choose or is assigned to you by MEFCU and that may change from time to time that allows you to access one or more Services.

“**Account(s)**” means any account you have with MEFCU, including without limitation, certificate, IRA, loan, line of credit, credit/check card, checking, money market, club and/or savings account(s), whether one or more than one, that may be linked to and accessed by the Services according to your request.

“**ACH**” means the Automated Clearing House network, an electronic funds transfer system.

“**Agreement**” means this MEFCUDirect Online Banking Agreement and Disclosures, any addenda specifically incorporated into the MEFCUDirect Online Banking Agreement and Disclosures, end user terms and conditions specific to particular Services and use of our website, Account disclosures and agreement, our *Schedule of Account Fees*, and the instructions and other material provided to you by the Services, website and the Electronic Banking System, as amended from time to time.

“**Bill Payment Account**” means the Account that you have designated for use in Bill Payment Services.

“**Business Day(s)**” means Monday through Friday, excluding holidays.

“**EFTA Transfer(s)**” means Transfers that are subject to the federal Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 *et seq.*) and its implementing Regulation E.

“**Electronic Banking System**” means the components that permit you to use the various Services, including telephone lines and equipment, personal computers, tablets, mobile

phones, Mobile Devices and other devices now existing or available in the future (“**Device**”), computer systems, Internet access and web sites, bill payment center and the automated clearinghouse system.

“**Primary Member**” means the individual who opens the Account, is issued a unique member number and can view and access all related Accounts.

“**Rules**” means the ACH Rules published by the National Automated Clearing House Association, as they may change from time to time. You may obtain the Rules at <http://www.achrulesonline.org/> by enrolling for read-only access as a “Basic User.”

“**Service(s)**” means all of the services described in this Agreement.

“**Transaction(s)**” means all transactions, including, but not limited to, Transfers, that you may authorize, initiate or perform through the Services.

“**Transfer(s)**” means all electronic funds transfers, including without limitation deposits, withdrawals, bill payment, transfers between Accounts or between Accounts and those outside MEFCU, you authorize, initiate or perform through the Services.

II. Enrollment

If there is more than one Account owner, only the Primary Member may enroll. You must separately enroll for certain Services and such Services may be subject to separate, additional terms of use or service. Once the Primary Member has successfully enrolled, all owners, signers, and authorized users who have been issued an Access Code can view and access all joint Accounts linked to the Services.

III. Services

By enrolling in basic online banking you may:

- Access some of your Accounts and initiate use certain Services remotely using your Mobile Device
- Make a check withdrawal from your Accounts and some of your MEFCU loans, subject to such limits that we establish from time to time. The check will be payable to the Primary Member and mailed to your statement address
- Transfer funds between your Accounts and some of your MEFCU loans (“**Internal Transfers**”)
- Transfer funds between your Accounts and your deposit accounts with other financial institutions through the ACH functionality and transfer funds to others from your Accounts (“**External Transfers**”). Some External Transfers may require separate enrollment and are subject to separate, additional terms of use or service.
- Pay bills (bill payment services may require separate enrollment and are subject to separate, additional terms of use or service)

- Initiate wire transfers of funds from your Accounts to deposit accounts in other financial institutions
- View current balance information and history of your Accounts and some of your MEFCU loans
- View available cancelled check images
- Export Account information and information about some MEFCU loans into compatible financial management software
- Stop payments on your checks
- Perform self-service Account maintenance, such as re-ordering checks, changing address and phone, and changing some of your Access Codes
- Communicate with us using secure online messages

After you enroll in basic online banking, you may separately enroll to receive electronic Account statements, to receive email and text alerts on selected Account and MEFCU loan events.

Some Services may not be available for all Accounts.

IV. Terms & Conditions that Apply to all Services

A. Service Availability

Generally, you can use the Services 24 hours a day, 7 days a week. It may be necessary to suspend access to the Services to perform maintenance tasks. We try to schedule maintenance during non-business hours, like weekends or at night.

B. Equipment and Technical Requirements

To use the Services, you must have the telephonic or other electronic equipment necessary for the Service, such as a PC, Internet access, or Mobile Device. It is your responsibility to acquire the Devices and other equipment, software and Internet service necessary to access the Services.

C. Security

We are committed to the security of your Accounts. We use advanced technologies to safeguard the privacy and security of your personal information. You understand the importance of your role in preventing misuse of your Accounts and MEFCU loans and you agree to protect the confidentiality of your Devices, Accounts, Account numbers, and Access Codes. You understand that personal identification information by itself or together with information related to your Account may allow unauthorized access to your Accounts. Requests for personal information, such as your Account numbers, should only be sent to us through your online banking *Mailbox*. We cannot and do not warrant data transfers utilizing the open Internet.

To gain access to the Services, you may need one or more Access Codes, including a user ID and password. A onetime secure Access Code, which the Service will send to the delivery option (text message to your mobile number, voice callback message to your phone number, or email to your email address) you select at enrollment, is required to register the Device through which you access the Services. You agree that you will not disclose, and will prevent the disclosure of, your Access Codes. If the confidentiality of your Devices or Access Codes is compromised, you shall notify us immediately. You assume sole responsibility for safeguarding your Devices and Access Codes. When you access any of the Services, your instructions may be recorded. You consent to such recording. For the security of your Account, we recommend changing your Access Codes at least every 90 days.

Some of our Services may allow you to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to unauthorized Transactions.

Additionally, we may authenticate wire transfer requests by telephoning you at your telephone number in our records and receiving verbal confirmation of the amount of the Transfer request.

Your Access Codes, the security measures described in this Section and others that we may add from time to time are our “security procedures.” You agree that the security procedures are commercially reasonable (based on the normal size, type, and frequency of your transfers) and designed to authenticate your transfers.

To the extent allowed by law, you agree to be bound by and assume full liability and responsibility for any Transaction direction for any Account we receive through the Services, even if the Transaction direction is not authorized by you, if the security procedures described in this Section were used to gain access to the Services and complete the Transaction and the Transaction is otherwise processed by us in accordance with our security procedures.

Notwithstanding the terms of any of your existing or future agreements with us, which may require the instructions of one or more named individuals to access funds in your Accounts, any person with access to the Services using your Access Code may authorize us to complete Transactions on your behalf, including Transfers to and from your Accounts. ***This means that with respect to Transactions requested through MFCU Direct Online Banking, we will act upon the instruction of only ONE person, even though the Account signature card, resolutions or other agreements require 2 or more signatures on checks.***

D. Information Processing and Reporting

The Services require us to receive, process and report information involving your Accounts. We are not responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We do not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we are not required

(by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your Account for the payment whether or not the error could have been detected by us.

You must accurately describe Transfer beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in Transfer instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the Transfer solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

E. Charging Your Account; Available Balances

You authorize us to charge the Account you designate for each Transaction you request and you agree to have sufficient available funds in the Account for this purpose. If any Transaction you request exceeds the balance of available funds in the Account either at the time you request the Transaction or at any later time that your Account is scheduled to be debited, we need not make such Transaction and shall incur no liability to you for such inaction. If we, in our discretion, elect to make such Transaction, then an overdraft shall be created. The amount of the overdraft, and any related fees, costs and expenses, shall be due and payable by you immediately, without the need for demand by us and we may debit any other account you have with us for this amount. You will be charged a fee for the overdraft as provided in the *Schedule of Account Fees*. To secure any such overdraft, you hereby grant us a security interest in all of your assets in our possession or held for by us for you. Such security interest shall attach upon the creation of any such overdraft.

F. Restrictions on Transactions

Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a savings or money market Account to other Accounts to 6 per month. Transfers and withdrawals made through the Services count toward this total. Certain Services may have additional limitations. For security reasons, there may be other limits on the number or dollar amount of Transactions you may make.

G. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Account number and/or Access Codes have been lost, stolen or compromised or if someone has completed a Transaction, including a Transfer of any nature without your permission. Telephoning is the best way of keeping your possible losses down. (See *Section IV(H), Address and Telephone Number for Notifying MEFCU of Unauthorized Transfers* below.) You could lose all the money in your Accounts (plus your maximum overdraft line of

credit). Also, if your statement shows transactions that you did not make, including those made by your Account number and/or Access Codes or other means, tell us at once.

Protections that apply only to EFTA Transfers:

1. If you tell us about lost, stolen or compromised Account numbers and/or Access Codes, or that someone has transferred or may transfer money from your Accounts without your permission, within 2 Business Days, you can lose no more than \$50 if someone used your Account number and/or Access Codes without your permission. If you do NOT tell us within 2 Business Days, and we can prove we could have stopped someone from using your Account number and/or Access Codes without your permission if you had told us, you could lose as much as \$500.

2. If you do not tell us about transactions that you did not make that appear on your statement, including those made by your Account number and/or Access Codes or other means, within 60 days after the statement was sent 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 good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit.

H. Address and Telephone Number for Notifying MEFCU of Unauthorized Transfers

MEFCU representatives will be available to assist you Monday through Friday, from 9 A.M. to 5 P.M. You can contact us through your *Mailbox* inside of online banking or by e-mail at member.services@marriott.com or by calling 1- 800-821-7280 with any questions or problems you may have regarding online banking.

If you believe your Account number and/or Access Codes have been lost, stolen or compromised or that someone has transferred or may transfer money from your Accounts without your permission, call the above phone number or write

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

I. Errors or Questions about your Electronic Transfers

In case of errors or questions about your electronic transfers, telephone or write to us as soon as you can, using the phone number or address listed above in *Section IV(H), Address and Telephone Number for Notifying MEFCU of Unauthorized Transfers*. If you think your statement or receipt is wrong, or if you need more information about a Transfer 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 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.
- 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.

Protections that apply only to EFTA Transfers:

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 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. 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 3 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.

J. Liability for Failure to Make Payments

If we do not make an EFTA Transfer on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- You have not properly followed the instructions on how to make a transfer contained in this Agreement or in any separate, additional terms of use or service
- One or more components of the Electronic Banking system was not working properly or was temporarily unavailable, and the problem should have been apparent to you when you attempted the transfer

- We have placed a “hold” on funds in your Account with your knowledge or in accordance with reasonable business procedures
- We have received incomplete or inaccurate information from you or a third party involving the Account or transfer
- A court order such as a garnishment or other legal process prevents us from making a transfer
- We have a reasonable basis for believing that unauthorized use of your Account number and/or Access Codes or designated Account has occurred or may be occurring or if you default under this Agreement, your deposit Account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement
- If, through no fault of ours, you do not have enough money in your Account to make the transfer or payment
- If the transfer or payment would go over the credit limit on your overdraft line
- A payee mishandles or causes delays in handling payments sent by us
- You have not provided us with the correct payee name, address, Account information, or payment amount
- The Transfer would exceed one of the established limits contained in this Agreement or other agreement governing your Account.
- Circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. Mail, interruption in your electrical power or telephone, the disconnection of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your Device, operating software, modem, or telephone line

K. Limitation of Our Liability

The provisions of this Section apply only to the extent allowed by law.

We will not be liable for negative balances on Accounts caused by the non-payment of checks due to insufficient funds, delays in the mail service or for any action by you or an authorized user of the Account that results in the reversal of a deposit on the Account. In no event will we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. Without liability, we may not effect a Transaction if we are unable to obtain authentication of such Transaction satisfactory to us, if there is any inconsistency between a Transaction and information previously supplied to us, if such Transaction is not initiated in conformity with the terms of this Agreement, if

we reasonably believe that execution of the Transaction might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

We have no liability to you for any unauthorized Transaction made using your Access Code and processed in accordance with our security procedures and we shall not be liable or responsible for any loss you incur or damage you suffer because any unauthorized person gains access to or makes use of the Services. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Services or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties that you allow to use the Services. We are not responsible for any errors or omissions in or to any information resulting from your use of the Services.

We provide the Services and related documentation “as is” without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We are not responsible for any errors or failures caused by the malfunction of the Services. We also are not responsible or liable for any computer virus caused by use of the Services. You are responsible for any Transaction request that contains an error or that is a duplicate of another Transaction request. We are not responsible for a Transaction that is not made if you did not properly follow the instructions for making a Transaction. We are 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 our agent. **In any event, we are not liable for any special, consequential, incidental, or punitive losses, damages or expenses in connection with this Agreement or the Services, even if we have knowledge of the possibility of them.** We are not liable for any act, failure to act or delay in acting if it is caused, in whole or part, by any cause beyond our reasonable control. We are not liable for failure to make a Transfer on time or in the correct amount according to your instructions given in accordance with this Agreement for any of the reasons listed in *Section IV(K)*. We are not liable for any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services.

L. Disclosure of Account Information to Third Parties

We will disclose information to third parties about your Account or the Transfers you make:

- When it is necessary for completing Transfers

- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency
- As permitted by applicable state law, including the Maryland Confidential Financial Records Act
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act
- As described in any Privacy Notice we give you from time to time and in any separate, additional terms of use or service for certain services.

M. Changes in Terms; New Services

We may incorporate new options into these Services. By using a new option, you agree to be bound by the rules concerning that option. We may amend or modify this Agreement, including modifying or adding fees, at any time without prior notice, unless required by applicable law. Unless applicable law requires otherwise, all amendments will be binding upon you immediately after we give you notice.

N. Notice

Any notice, request or other communication you are required or permitted to give under this Agreement must be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to the address indicated above in *Section IV(H), Address and Telephone Number for Notifying MEFCU of Unauthorized Transfers*. Notices will be effective when we receive them. At our discretion we may give notice to you by U.S. mail or e-mail. We may give notice of changes in terms or we may revise the terms and conditions in this Agreement and make it available in our branches. Any notice that we mail is considered given 48 hours after we place it in the mail, postage paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first sent. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law.

O. Termination

At any time and for any or no reason, including, but not limited to, your breach of the Rules, we may terminate your right to make Transactions or cancel this Agreement. We may give notice of termination or cancellation, but we are not obligated to do so. Your Access Codes may not be used after we terminate this Agreement, or after your Accounts are closed. You may terminate or cancel your right to use any Service by giving us at least 4 Business Days' advance notice. Termination by one Account owner terminates the Services for all Account owners. Termination will not affect any liability incurred by you prior to termination.

P. Fees

Service fees are disclosed in our [Schedule of Account Fees](#). These fees will be deducted automatically from your Account. Other fees may apply to your Account. If you do not have sufficient funds in your Account on the date a fee or charge is due, you authorize us to charge the amount to any other account you have with us. We may change the fees (*see Section IV(M)*).

Q. Periodic Statements

You will get a monthly statement for any Account that has a Transfer that month. In any event, you will get a statement at least quarterly.

R. Preauthorized Payments

If you have told us in advance to make regular payments from your Account, you can stop any of these payments. Call us or write to us at the number and address listed in *Section IV(H), Address and Telephone Number for Notifying MEFCU of Unauthorized Transfers*, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. Within 14 days, you must put your stop payment request in writing (if you called us). E-mail is considered a writing. We will charge you a fee for each stop payment order you give. The charge for stopping payment is disclosed in our *Schedule of Account Fees*.

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.

Protections that apply only to EFTA Transfers:

If you order us to stop a payment from your Account 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 as provided under law.

S. Use of E-Mail and Other Electronic Communications

You agree that we may provide this Agreement, amendments and other communications regarding Transfers electronically in a format that allows visual text to be displayed on any Device.

T. Your Indemnity.

To the extent allowed by law, you waive any statutory right you may have to recover your attorneys' fees from us. You shall indemnify us against and hold us harmless from and reimburse us for all claims, demands, losses, liabilities or expenses (including attorney's fees and expenses) resulting from or arising out of (a) any claim that we are responsible for any of your obligations under this Agreement, (b) any breach of your obligations under this Agreement by you, (c) any breach of any of the representations or warranties made by you in this Agreement, (d) your failure to operate properly, service, maintain or safeguard any Device, (e) the mechanical

failure or loss of any Device, (f) your misconduct or negligence or violation of any law or rights of a third party, (g) making (or reversing) any Transaction to the account of any person or entity in accordance with your instructions, (h) your failure to notify us in an accurate and timely manner of authorizations or withdrawal of such authorizations, instructions or other information required from time to time.

U. Collection Expenses

If we have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees.

V. Severability

Any term contained in this Agreement which is or becomes invalid or unenforceable under applicable law or regulation, shall not affect the validity or enforcement of the remaining terms.

W. Assignment

We may assign or delegate any of our rights or obligations under this Agreement to independent contractors or other third-party organizations without affecting the enforceability hereof. Your rights and obligations may not be assigned or transferred without our written consent.

X. Governing Law

This Agreement and the Services offered shall be governed by and construed in accordance with the internal laws of the State of Maryland (without regard to conflict of law principles) and federal law, as applicable.

Y. Use of Eastern Time

In this Agreement, all references to specific times are deemed to be Eastern Time, Standard or Daylight Savings, as applicable.

Z. Financial Information and Audit

You agree from time to time, upon our request, to provide us with current financial information about yourself. We may terminate your Services if you fail to provide such information or if you no longer qualify for Services based on our review of the information you supply. You agree that we may audit your compliance with this Agreement and the Rules.

AA. Transfer Notification

You agree that we will not notify you of any transfer, except in any periodic statements we provide to you. If periodic statements are not provided, you agree that we are not obligated to provide you with notice of transfers. On receipt of any periodic statement, you agree to review it and promptly report to us no later than 30 days after the date that you received the statement, any discrepancies, errors or unauthorized transactions.

V. Terms Applicable to Specific Services

A. **Transfer Services**

The *Transfer Services* permit you to transfer funds between your Accounts, from your Accounts to MEFCU loans, and between your Accounts and deposit accounts in other financial institutions. The terms in this *Section V(A)* apply only to Transfer Services. If there is a conflict between this Section and the rest of this Agreement, this Section controls.

1. **Registration**

You will need to register each of the non-MEFCU accounts that you wish to use for these Transfers. You agree that you will only register accounts for which you have the authority to transfer funds. It may take up to 3 Business Days to establish a connection with other financial institutions. Some transfer services may require separate enrollment and are subject to separate, additional terms of use or service.

2. **Processing**

Transfers can be made on a one-time or recurring basis. One-time Transfers may be immediate or scheduled for a future date. The recurring Transfer feature may be used when a set amount is transferred at regular intervals. Transfers from an Account are deducted immediately from the Account's available balance.

3. **Scheduled and Recurring Transfers**

Transfers scheduled for a weekend or a non-Business Day will be processed at the beginning of the next Business Day. All other scheduled and recurring transfers will be processed from the funding Account at the beginning of the Business Day requested.

For all External Transfers, the submission cut-off time is 3:00 P.M. Any transfer submitted after the cut-off time will be initiated the next Business Day.

Future-dated and recurring transfers may be canceled prior to 3:00 P.M. on the Business Day before the date the transfer is scheduled to be made. All cancellations must be submitted within the Services.

Some transfer services may be subject to separate, additional terms of use or service and provide for different timing. Please see such separate, additional terms of use or service for details.

4. **Restrictions and Transfer Limits**

Transfers and withdrawals may not be made from Certificate and IRA deposit Accounts. We reserve the right to deny transfers between certain types of Accounts under certain circumstances.

Internal Transfers are limited to: 10 per Account or MEFCU loan per Business Day; 20 total per Business Day; 600 per calendar month; \$1,000,000 per Business Day, but

no more than the available balance of the Account or available credit of the MEFCU loan; \$10,000,000 per calendar month.

External Transfers are limited to: 10 per Account per Business Day; 20 total per Business Day; 600 per calendar month; \$5,000 per Transfer (\$15,000 for Concierge members), but no more than the available balance of the “transfer from” account, including any overdraft protection limits that may apply to the “transfer from” Account, \$10,000 per Business Day (\$30,000 for Concierge members), and \$320,000 per calendar month (\$999,999 for Concierge members.)

All transfer limits are subject to temporary reductions to protect the security of the accounts and loans and/or the transfer system.

5. External Transfer Agreements

You agree that (a) you only will originate those types of External Transfers we approve, (b) you will perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (c) you agree to be bound by the Rules and acknowledge that External Transfers may not be made that violate the laws of the United States. You also agree that some transfer services are subject to separate, additional terms of use or service.

B. Bill Pay Services

The *Bill Pay Services* permit you to pay bills from your Bill Payment Account. The terms in this *Section V(B)* apply only to the Bill Payment Services. If there is a conflict between this Section and the rest of this Agreement, this Section controls. The *BillPay Services* are also subject to separate, additional terms of use or service.

1. Limitations

You may pay bills from your Bill Payment Account up to \$999,999.99 per day you process.

2. Processing Bill Payments

You may initiate bill payments as: “one time only” (for processing immediately or for processing at a later date), and “recurring” (you are making recurring payments in the same amount on a regular due date that you specify, *e.g.*, monthly). You cannot pay a federal, state or local government agency or tax unit or other payees we designate from time to time. (For payments on MEFCU loans, you should access the Transfer Services first and make payments that way when available.)

Requirements concerning payment scheduling are detailed in separate, additional terms of use or service. You must allow sufficient time for the payee to receive the payment before the applicable payment due date, excluding grace periods. If you do not allow sufficient time for a payment, you assume full responsibility for all late fees, finance charges and any other actions against you initiated by a payee, except as set forth in any separate, additional terms of use or service that apply to the *BillPay Services*. We are responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee/merchant based on the circumstances outlined above. *Section IV(J)* lists

circumstances under which we will not be liable for losses or damages when any type of Transfer does not occur.

If at the time we are scheduled to debit your Bill Payment Account to initiate a payment there are not sufficient available funds, we may charge you a fee as specified in our *Schedule of Account Fees* for insufficient funds. When you have more than one bill payment due to be initiated on a single day, we have the right to process them in any order we wish in our sole discretion.

C. Stop Payment

You may request us through the Services to stop payment on a check written by you. Stop Payment requests will only be accepted if the check(s) remains unpaid at the time of the request. Your Stop Payment request will expire 6 months from the date processed, unless it is cancelled or renewed in writing by you. A Stop Payment request becomes effective as described in your checking Account agreement with us.

D. Mobile Banking Services

This section describes the terms of use of *Mobile Banking Services* offered by MEFCU. The terms in this *Section V(D)* apply only to Mobile Banking Services. If there is a conflict between the terms of use applicable to Mobile Banking Services in this Section and the remainder of this Agreement, the terms in this Section control.

1. What Mobile Banking Services Do

Mobile Banking Services are available by enrolling either through Online Banking Service (although not all features may be available) or by installing the MEFCUDirect mobile app on a compatible and supported wireless Device (“**Mobile Device**”). By adding a mobile phone number to your Online Banking Services profile, you are certifying that you are the Account holder for the Mobile Device account or have the Account holder’s permission to use the Mobile Device number for Online Banking. Cookies remind us of your browser preferences, Access Codes and other security requirements. You must accept cookies to use Mobile Banking Services, therefore use of Mobile Banking Services signifies your consent to placing cookies on your Mobile Device. You are also consenting to receive Online Banking alerts via text message as further described in this Section. Text messages may be transmitted automatically. When applicable, we may also send you credit card, charge card, line of credit and/or debit card fraud text alerts to your mobile phone number in your Online Banking profile. We do not charge a fee for use of Mobile Banking Services, however, your Mobile Device carrier may charge text message or other data fees. To use Mobile Banking Services, you need to download, install and use software developed by our licensors or others. They may require you to agree to license rights arrangements and/or end-user agreements. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk.

Not all Mobile Banking features are currently available on all Mobile Devices or with all operating systems. Availability depends on the Mobile Device’s operating system and capabilities and must have at least a 2 megapixel rear-facing camera. All features

and services available through Online Banking Services are not available via Mobile Banking Services unless the full MEFCUDirect website is launched through your browser on your Mobile Device.

Mobile Banking Services allow you to view balances and recent Account activity, use some of the Bill Pay Services, use some of the Transfer Services, set mobile text alerts and deposit checks using a Mobile Device. Balances may include deposits for funds not yet available and transactions that have not yet posted to your account. Please note that financial information available via Mobile Banking Services may differ from the information that is available directly through the Services. Information available directly through MEFCUDirect Online Banking may not be available via Mobile Banking Services and may be described using different terminology. The method of entering instructions via Mobile Banking Services also may differ from the method of entering instructions through MEFCUDirect Online Banking. We are not responsible for such differences. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content of financial information, or for any actions taken in reliance thereon.

You agree to download mobile security software updates when available. You agree to log off of Mobile Banking at the completion of your online session, closing your browser. You should also lock your Mobile Device when it is unattended. If your Mobile Device is lost or stolen and you believe you were not logged off and/or believe your Access Codes may have been compromised, please call us at 1.800.821.7280 or email at member.services@marriott.com. We also recommend that you contact your wireless service provider to have your Mobile Device deactivated.

2. Your Agreements

In addition to those agreements made elsewhere in this Agreement, you agree:

- to use Mobile Banking Services properly, following the instructions posted on our website
- to pay any fees associated with your use of Mobile Banking Services and authorize us to deduct such fees from any of your Accounts
- that we may suspend, limit or block the availability of all or any part of the Mobile Banking Services for any reason in our sole discretion
- to report any errors to us promptly by calling us at the **Address and Telephone Number for Notifying MEFCU of Unauthorized Transfers** as specified in *Section IV(H)*
- to cancel Mobile Banking Services immediately if you observe any material errors in the Mobile Banking Services
- that your geographic location and other personal information may be accessed and disclosed through Mobile Banking Services to prevent fraud but before we do so we will alert you to the fact. If you do not wish to permit us to obtain your

location information, you may not be permitted to continue using all or any part of our Mobile Banking Services

- that the Mobile Banking Services are for your use only and you will not resell or make commercial use of Mobile Banking Services
- to exercise caution when using the Mobile Banking Services on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information
- to ensure the safety, security and integrity of your Accounts and Transactions when using Mobile Banking Services
- not to leave your Mobile Device unattended while logged into Mobile Banking Services
- to log off immediately at the completion of each Mobile Banking Services access, including closing out of the browser, and
- not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking Services, you will be responsible for any Transactions they authorize.

3. Existing Agreements; Terms for Other Services

When you use Mobile Banking Services, you remain subject to the terms of your existing agreements with us (including any separate, additional terms of use or service for other services available through Mobile Banking Services), as well as those with your mobile communication and internet service providers. Those agreements may limit or restrict your use of Mobile Banking Services. Your mobile communication service provider is responsible for its products and services, and you must resolve any problems with your service provider without involving us.

4. Limitations and Restrictions

We may refuse to make any Transaction you request through Mobile Banking Services. Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking Services. These difficulties may result in loss of data, personalization settings or other Mobile Banking Services interruptions. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network that you use to access Mobile Banking Services.

5. Information

We may send you communications relating to Mobile Banking Services by SMS/text, e-mail, and other methods. We and our service providers will use information you provide for purposes of providing Mobile Banking Services and to prepare analyses and compilations of aggregate member data that does not identify you.

6. Mobile Check Deposit Service

Mobile check deposit is a secure, convenient feature of our Mobile Banking app that allows you to deposit checks (only checks and not other instruments) to your Accounts by creating an image of them using the camera on your Mobile Device or other “capture device” and transmitting the image to us for deposit. When we use the term Mobile Device with respect to our Mobile Check Deposit Service we also mean any other capture device. If you have previously used enrolled in our *Remote Deposit Service*, the End User Terms to which you agreed continue to apply; provided that in the event any such terms are ambiguous or conflict with those contained in this Agreement, then the terms in this Agreement shall control.

You must provide your own Mobile Device and pay all fees you incur to your mobile communication and internet service providers to enable the connectivity and capacity required to use Mobile Check Deposit Service. You are responsible for the security of your Mobile Device and for allowing its use only by individuals authorized by you. You agree to implement and maintain internal security controls to protect your Mobile Device and member information.

You must properly sign/endorse your check on the back or it will not be accepted. Please include your personal signature. For additional security we recommend you also include “For Mobile Deposit Only” and your bank account number. Always sign the check using blue or black ink. Pencil, marker or other colored ink may not be detected. If your Mobile Device has auto capture functionality, it will capture the image for you. If the image is not captured automatically or your Mobile Device does not have auto capture functionality, you should take the photo manually. You are responsible for ensuring the quality of any image transmitted for deposit. If the quality of an image received for deposit does not meet our standards, we may reject the image without prior notice to you. Each image must include the front and back of the item and the amount, payee name, drawer signature, date, check number, account number, routing and transmit number, MICR (Magnetic Ink Character Recognition) line and any endorsement or other information written on the check must be clearly readable. You authorize us and any other bank to which the image is sent, to process the image.

After transmitting the image, keep the check for 90 days in case it is needed for verification purposes (or longer if we notify you to do so). Then properly destroy it (unless we notify you to hold the original for a longer period) so that you do not subsequently re-deposit it. If you do deposit a check more than once, whether by image or any other means, we may, at our discretion reject it or return it and charge it against your Account without prior notice to you. If the amount of the check differs from the amount you entered, your deposit will be adjusted to reflect the actual amount of the check. Deposit limits and other restrictions may apply.

The fact that you receive a message indicating that we are processing an image or other confirmation does not mean that the transmission was complete, error free or that the deposit amount will be credited to your Account. You are solely responsible for any item for which you have been given provisional credit and any item that is returned or rejected may be charged to your Account. You acknowledge that all credits to your Accounts for deposits made through Mobile Check Deposit Service are provisional, subject to verification and final settlement. All or any portion of the check amount may not be available for immediate withdrawal and images transmitted using the Mobile Check Deposit Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Cut-off times with respect to funds availability are subject to change without notice to you. If you receive a notice in the mail with the copy of a returned check (called an image replacement document or IRD), please take that document and the original check to any MEFCU financial center to redeposit. If the mobile deposited check is returned unpaid (such as for insufficient funds) the original check cannot be redeposited and will be rejected as a duplicate item if redeposit is attempted. You agree to cooperate with us in the investigation of transactions, including unusual transactions, poor quality transmissions and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items in your possession and your records relating to them.

We may, in our sole discretion, process images you send to us electronically through other banks or we may create IRDs for processing through traditional check processing methods. We may charge your Account for images that are incomplete, that fail to meet our image quality requirements, keep us from complying with the requirements of the Check 21 Act (Check Clearing for the 21st Century Act) or any image exchange agreement, or we are otherwise unable to process any images you transmit. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which we are a party.

E. Wire Transfer Services

The *Wire Transfer Services* permit you to set up and initiate funds transfers from your Accounts with us to accounts with other financial institutions, other than through the automated clearing house or “ACH” network (collectively, “**Payment Orders**”). The terms in this Section apply only to Wire Transfer Services. If there is a conflict between this Section and the rest of this Agreement, this Section controls.

1. Authorization

You authorize us to receive, execute and charge the Account identified in your instructions to us for any Payment Order you send us. Upon receipt of a Payment Order, we may, but are not required to, execute such request according to the terms of this Agreement and charge the Account designated in the Payment Order request for the amount of the Payment Order. We reserve the right to refuse to process any Payment Order.

2. Execution and Limits

We may execute Payment Orders in any order convenient to us in our sole discretion. Without liability, we may not effect a Payment Order if we are unable to obtain authentication of such Payment Order satisfactory to us, if there is any inconsistency between a Payment Order and information previously supplied to us, if such Payment Order is not initiated in conformity with the terms of this Agreement, if the funds transfer requested by the Payment Order is prohibited as a result of court order, garnishment, tax levy or the like, or if we reasonably believe that execution of the Payment Order might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

If any Payment Order exceeds the balance of collected funds in the Account you designate, we need not make such funds transfer and shall incur no liability to you for such inaction. If we elect to make such transfer, you shall remain liable for all amounts transferred, including funds transferred in excess of the collected balances in the Account.

If any Payment Order exceeds the following limits, we shall not make such funds transfer: 10 per Account per Business Day; 20 total per Business Day; 600 per calendar month; \$1,000,000 per Business Day, but no more than the available balance of the Account; \$10,000,000 per calendar month.

We do not assume any responsibility for execution of a Payment Order on the day requested. We are authorized to use any means and routes that we, in our sole discretion, may consider suitable for the transmission of funds. Fedwire, the funds transfer system owned and operated by the Federal Reserve Banks, may be used to effect your Payment Orders. Regulation J, including Subpart B which has adopted Article 4A of the Uniform Commercial Code, governs all funds transfers through Fedwire.

3. Authentication

You and we agree that we authenticate all Payment Orders prior to effecting any Payment Order according to our security procedures as described in *Section IV(C)*. We are not required to act on any written or oral instructions you give restricting the acceptance or transmission of Payment Orders which are not contained in this Agreement.

4. Transmittal

You may transmit Payment Order requests to us at any time. We will accept the Payment Orders for processing between 8:00 A.M. and 1:15 P.M. each Business Day. In unusual circumstances, and in our discretion, we may accept Payment Orders before or after these times. You shall request Payment Orders before 1:15 P.M. on the date of the requested transfer.

5. Charges

We may charge any Account you maintain with us at any time for payment of the Payment Order and related fees, costs and expenses.

6. Cancellations, etc.

We may, but are not required to, accept cancellations, revocations and amendments to Payment Orders.

7. Rejections

We shall reject Payment Orders by verbal communication to you using the telephone, by written communication using the mail, or by electronic transmission. Rejection is effective when mailed if given by mail, when you receive the telephone call or when the electronic transmission is sent. Notice of rejection is sufficient if it indicates that we will not pay the Payment Order or are rejecting the Payment Order.

F. Electronic Statement Service

The *Electronic Statement Service* permits you to receive electronic statements in lieu of paper, including your statements for Accounts (except credit card statements.) You may enroll for Electronic Statement Service after you enroll for online banking Services. Additional terms and conditions of the Electronic Statement Service are contained in a separate agreement that is available to you when you enroll for Electronic Statement Service.

G. eAlert Services

The *eAlert Services* enable you to receive Alerts via e-mail or mobile device. You may enroll for *eAlert* after you enroll for online banking Services. Additional terms and conditions of the *eAlert Services* are contained in a separate agreement that is available to you when you enroll for *eAlert Services*.