



MEMBERSHIP
AND
ACCOUNT
AGREEMENT

TERMS AND CONDITIONS

ELECTRONIC TRANSFERS

FUNDS AVAILABILITY

TRUTH IN SAVINGS

TABLE OF CONTENTS

Account Terms, Conditions and Agreements	1
Privilege Pay Policy	8
Checking and Money Market Account Agreement With Overdraft Transfer Clause	18
Share Certificate and IRA/Share Certificate Terms and Conditions	19
Maryland Uniform Transfers to Minors Account Terms and Conditions	21
Funds Availability	24
Electronic Services Disclosure (Regulation E)	25
ATM Agreement	30
Regulation D	31
Regulation J	31
Privacy Policy	34
USA Patriot Act	34

This Agreement covers your and our rights and responsibilities concerning accounts Mid-Atlantic Federal Credit Union offers. In this Agreement, the words “you” and “your” mean anyone who signs a form. The words “we”, “us”, and “our” mean the Credit Union. The word account means any one or more share or other accounts you have with the Credit Union.

Your account type(s) and ownership features are designated on your account form. By signing the account form, each of you, jointly and severally, agree to the terms and conditions in the Agreement, the account form, the funds availability policy disclosure, truth in savings rate and fee schedule and any account receipt accompanying this Agreement, and the Credit Union’s bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

MEMBERSHIP ELIGIBILITY – To join the Credit Union, you must meet the membership requirements including purchase and maintenance of at least one (1) share as set forth in the Credit Union’s bylaws. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. Members with an unacceptable credit record, or history of writing “non-sufficient funds” checks may not be eligible to open or maintain an account.

SINGLE PARTY ACCOUNTS – A single party account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedents estate or Payable on Death Beneficiary (POD) beneficiary/payee or trust beneficiary, subject to provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of owner’s death.

JOINT ACCOUNTS – An account owned by two or more persons is a joint account.

1. **Rights of Survivorship.** Unless otherwise stated on the account form, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to any lien or right of setoff the Credit Union may have for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

2. **Control of Joint Accounts.** Any owner is authorized and deemed to act for other owner's and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require court order or written consent from all owners to act.
3. **Joint Account Liability.** If a deposited item in a joint account is returned unpaid, an account overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

POD/TRUST ACCOUNTS – A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that a single or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account holder dies, payable to any named surviving POD or trust beneficiary/payee. Accounts payable to more than one surviving beneficiary/payee are owned jointly by such beneficiaries/payees with rights of survivorship. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs) which are governed by a separate beneficiary/payee designation. We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law.

ACCOUNT FOR MINORS – We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her majority. Unless a guardian or parent is an account holder, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority,

unless authorized in writing by all account holders. The minor account holder's tax identification number must be shown on the account form.

UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT – A Uniform Transfer to Minors Account (UTTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

AGENCY DESIGNATION ON AN ACCOUNT – An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. We have no duty to inquire about the purpose of any transaction made by the agent.

DEPOSIT OF FUNDS REQUIREMENTS – Funds may be deposited to any account, in any manner approved by the Credit Union. All accounts are non-assignable and non-negotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account receipt for each account, which is incorporated herein by reference.

1. **Endorsements.** We may accept transfer, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If, an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the share draft or check between the top edge of the check and 1 ½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular

endorsement or other marking by you or any prior endorser will be your responsibility.

2. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the reasonable exercise of ordinary care. Deposits made by mail or at un-staffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You authorize the re-resentation of returned items without notice. You waive any notice of nonpayment, dishonor, and protest regarding items we purchase or receive credit or collection to your account.
3. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amounts of such items or ACH transfers and impose a return time charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
4. **Direct Deposits.** We may offer preauthorize deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must endorse each direct deposit or preauthorized transfer by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
5. **Crediting Deposits.** The cut-off time for automatic loan payment deposits is 5p.m. Deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

ACCOUNT ACCESS

1. **Authorized Signature.** Your signature on the account form authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person.

You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

2. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit. We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur in handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
3. **ACH & Wire Transfers.** If we provide the service, you may initiate or receive credits or debits to your account through wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. We may reverse the provisional credit, or you will refund us the amount if we do not receive final settlement. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account identifying number. The Credit Union (and other financial institutions) may rely on the account number or other identifying number as the proper identification even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.
4. **Credit Union Examination.** We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care if paying an item solely because our procedures do not provide for site examination of items.

ELECTRONIC CHECK TRANSACTIONS

1. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of your electronic check conversion from your checking account just the same as a regular written check.

2. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorized the merchant to debit from your account is an electronic funds transfer subject to the same terms of the Electronic Funds Transfer Agreement and Disclosure. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payments of that re-presented check. In your affidavit, you must declare and swear, under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15 day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow procedures contained in the Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositories bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a poor stop payment order if the item is otherwise ineligible for collection.

ACCOUNT RATES AND FEES – We pay account earnings and assess fees against your account as set forth in the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time and will notify you as required by law.

TRANSACTION LIMITATIONS

1. **Withdrawal Restrictions.** We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds may be subject to a service charge set forth in the Rate and Fee Schedule. If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds in any order at our discretion. We may refuse to allow a withdrawal in some situations and will advise you accordingly; for example: (1) a dispute between accounts owners (unless a court has

ordered us to allow the withdrawal); (2) A legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time. We may require you to give advance written notice of any intended withdrawals, subject to the terms and conditions of the particular account and applicable law requirements.

2. **Transfer Limitation.** For savings accounts, the Federal Government through Regulation D will only allow you to make up to six (6) preauthorized automatic, telephonic or audio response transfers to another account of yours or to a third party during any calendar month. This includes, but is not limited to any combination of:
 - a. Electronic Transfers via MATT and the Internet
 - b. Withdrawal checks via MATT or the Internet
 - c. Overdraft Transfers
 - d. ACH debits (electronic checks)
 - e. Pre-authorized transfers (bill payments, dues, etc.)

Of these six (6), you may make no more than three (3) transfers to a third party by check or debit card (a preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). You may make unlimited transfers to any of your accounts or to any Credit Union loan account and may make withdrawals in person, by mail, or at an ATM. We may refuse or reverse a transfer that exceeds these limitations and may assess fees against, suspend or close your account. There is no limit to the number of inquiries you may make in one day;

CERTIFICATE ACCOUNTS – Any time term share account (certificate account) is subject to the terms of this Agreement, the Rate and Fee Schedule and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

OVERDRAFTS

1. **Overdraft Liability.** If on any day, the funds in your share account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at anytime between presentation and our midnight deadline with only one review of the account required. We do not have to notify you if your account does not have funds to cover drafts, fees or other posted items. Whether the item is paid or returned, your account may be subject to a charge as set forth in

the Rate and Fee Schedule. Except as otherwise agreed in writing, we, by covering one or any overdrafts, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at anytime without notice. If we pay a draft or impose a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at anytime, including giving a payor bank extra time beyond any midnight deadline limits.

2. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from another account under this agreement or a loan account, as you have directed, or as required under the Credit Union's policy. The fee for overdraft transfers, if any, is set forth on the Rate and Fee Schedule. This agreement governs all transfers except those governed by agreements for a loan account.
3. **Overdraft Privilege Pay.** In an effort to always provide excellent member service, we will as a discretionary service and not as a right or obligation guaranteed to you, approve your reasonable overdrafts under our Privilege Pay Service.

DISCRETIONARY PRIVILEGE PAY POLICY – It is the policy of Mid-Atlantic Federal Credit Union (MAFCU) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

Privilege Pay is not a line of credit. However, if you are a member in good standing and you overdraw your account, we will normally pay overdraft, subject to the limit of your Privilege Pay and the amount of the overdraft fee. MAFCU is not obligated to pay any item presented for payment if your account does not contain sufficient available funds, and any discretionary payment (or other negotiation or processing) by MAFCU of any non-sufficient fund check or checks (or other item) does not obligate MAFCU to pay additional non-sufficient fund check or item or to provide prior notice of its decision to refuse to pay any additional non-sufficient fund check or item.

Pursuant to MAFCU's commitment to always provide you with the best level of account holder service, now and in the future, if your consumer checking account (primarily used for personal and household purposes) has been open for at least thirty (30) days, or if your commercial checking account has been open for at least sixty (60) days and thereafter you maintain you account in good standing, which includes at least:

- A) Depositing an amount equal to the amount of discretionary privilege pay extended to you or more in your account within each thirty (30) day period;
- B) You are not in default on any loan or other obligation to MAFCU and
- C) You are not subject to any legal or administrative order or levy.

MAFCU will normally pay overdrafts within the Privilege Pay limits, but payment by MAFCU is a discretionary courtesy and not a right or obligation. This privilege for consumer checking accounts will generally be limited to a maximum of \$500 or \$700 overdraft (negative) balance, depending on the type of checking account you have with the exception of YES accounts, which are not eligible for Privilege Pay. This privilege for commercial accounts will generally be limited to a maximum of \$700 overdraft (negative) balance. Of course, any and all fees and charges, including without limitation the non-sufficient funds fees (as set forth in our fee schedule), will be included as part of this maximum amount.

The total of the discretionary privilege pay (negative) balance, including any and all fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership and Account Agreement and Disclosure.

Again, while MAFCU will typically pay overdrafts on accounts in good standing (as described above) payment is a discretionary privilege, and not a right or obligation and MAFCU in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

POSTDATED AND STALEDATED CHECKS – We may pay any draft without regard to its date unless you notify us of a post dating. The notice must be given to us in time so that we can notify our employees and reasonably act upon the notice and must accurately describe the draft, including the exact number, date and amount. You understand that the exact information is necessary for our computer to identify the draft. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You may make an oral notice which lapses in fourteen (14) calendar days unless confirmed in writing. A written notice is effective for six (6) months and may be renewed in writing from time to time. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account which is presented more than six (6) months past its due date.

STOP PAYMENT ORDERS

1. **Stop Payment Order Request.** You may request a stop payment order on any draft drawn on your account. To

be binding an order must be dated, signed, and describe the account and draft number and the exact amount. The stop payment will be effective if we receive the order in time for us to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for our computer to identify the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we re-credit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee to transfer to us all your rights against the payee or other holders of the draft to assist us in any legal action.

2. **Duration of order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for one (1) year and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
3. **Liability.** Fees for stop payment orders are set forth on the Rate and Fee Schedule. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft or payment guaranteed by us. Although payment of an item may be stopped, you remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

CREDIT UNION LIABILITY – If we do not properly complete a transaction according to this agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise prohibited by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and in general banking practices

followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this account agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this agreement.

CREDIT UNION LIEN AND SECURITY INTEREST – If you owe us money as a borrower, guarantor, endorser or otherwise, we have a statutory lien on the account funds in any account in which you have an ownership interest, regardless of their source, unless prohibited by law. We may apply these funds, without further notice to you, in any order to pay off your indebtedness. By not enforcing a lien, we do not waive our right to enforce it later. **In addition, you grant the Credit Union a consensual security interest in your accounts and we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, unless prohibited by applicable law.** All accounts are non assignable and non transferable to third parties.

COSTS, EXPENSES AND ATTORNEYS' FEES – All joint owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorney's fees we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe the credit union; (2) if we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this agreement, any adverse claim, legal process, your failure to comply with any obligation in this membership agreement, or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) if we bring any action contemplated in this agreement; (5) if we successfully defend any claim against us brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transactions(s) to/from your accounts or involving any services with us, or request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this agreement or otherwise; or as provided in this subsection, including but not limited to costs or repossession, repair, appraisal, and all other costs or expenses. You agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees. In the case of any collection action you agree

that 15% of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be a reasonable amount, unless applicable law specifically provides otherwise. Further you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceeding, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any account(s) with the Credit Union before payment to any owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.

ACCOUNT INFORMATION – We agree not to disclose account information to third parties except upon your request, we will inform you of the name and address of each credit reporting agency from which we obtain a credit report in connection with your account: If (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

NOTICES

- (1) **Name or Address Changes.** You are responsible for notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. We require any change of address notice from you to us to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Rate and Fee Schedule.
- (2) **Notice of Amendments.** Except as prohibited by applicable law, we may change terms of this agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this agreement. Any such waiver shall not affect our right to future enforcement.
- (3) **Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all owners.

TAXPAYER IDENTIFICATION NUMBERS AND BACK UP WITHHOLDING – Your failure to furnish a correct taxpayer identification number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay the Internal

Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

STATEMENTS

1. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes the property of the Credit Union and may not be returned to you, but copies will be made available to you upon request. You understand and agree that statements are made available to you on the date they are mailed to you.
2. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if you fail to notify us within sixty (60) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement.
3. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

INACTIVE ACCOUNTS – If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Rate and Fee Schedule during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee set forth on the Rate and Fee Schedule for processing your inactive account. If we impose a fee, we will notify you as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent

allowed by law, we reserve the right to transfer the account funds to an account payable and suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the time period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

SPECIAL ACCOUNT INSTRUCTIONS – You may request that we facilitate certain trust, will, or court ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you or any account owner, such as adding or closing an account or service, must be evidenced by a signed account change form and accepted by us.

TERMINATION OF ACCOUNT – We may terminate your account anytime without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a single party account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint party account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated; however, if we pay an item **after termination, you agree to reimburse us.**

TERMINATION OF MEMBERSHIP – You may terminate your membership by giving us notice. You may be denied services or expelled for any reason allowed by applicable law, including causing a loss to the Credit Union.

DEATH OF ACCOUNT OWNER – We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a

member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from honoring that claim. This agreement will be binding upon any heirs or legal representatives of any account owner.

SEVERABILITY – If a court holds any portion of this agreement to be invalid or unenforceable, the remainder of this agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the agreement.

ENFORCEMENT – You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce the agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal bankruptcy proceedings, and any post-judgment collection actions.

ILLEGAL TRANSACTIONS – You may not use any financial service or access device for any illegal transaction and we may decline to authorize or process any transaction we reasonably believe poses an undue risk illegally. You agree to indemnify and hold harmless the Credit Union from any action, liability or damage, directly or indirectly, resulting from such use.

GOVERNING LAW – This agreement is governed by the Credit Union's bylaws, federal laws and regulations, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearing house rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this agreement shall be brought in the county in which the Credit Union is located.

REGULAR SHARE, CHECKING, MONEY MARKET ACCOUNT AND IRA DAILY MONEY MARKET ACCOUNT TERMS, CONDITIONS AND AGREEMENT – The following disclosures apply to Regular Share, Yes Checking, FREE Checking, Interest Checking, Platinum Checking, Member Business Checking, Commercial Checking, Money Market Account, and IRA Daily Money Market Accounts. For purposes of these disclosures Regular Share Account shall include Special Savings, Cash Critter, Yes Program and Holiday Club Accounts.

1. Member accounts are federally insured by the National Credit Union Share Insurance Fund. Additional insurance is also provided by ESI, a private insurer.
2. Funds may be withdrawn on any day that the Credit Union is open for business or when electronic services are available.
3. Withdrawals requested through MATT after 2:00 p.m. will be mailed on the following business day.
4. The joint owners of this/these account(s) hereby agree with each other and with the Credit Union that each owner will have equal access to the account and all the funds therein with rights to make deposits and withdrawals from the account without signature(s) of the other owner(s) and all funds paid into the account except for the first \$5 will be considered held by each owner equally without regard to the net contribution of the owners. In no event will the Credit Union be under any obligation to inquire or determine the source of any contribution to the account. Only the primary member may close the membership.
5. The withdrawal of any or all funds from the account by any account holder or beneficiary will discharge the Credit Union from any liability for such payment.
6. All checks for deposit to accounts held under this agreement should be endorsed by the account holder(s) in conformance with the endorsement Standards of Regulation CC issued by the reserve board and effective September 1, 1988, and the Credit Union shall have no liability for any losses caused by incorrect or missing endorsements of the account holder(s) or prior endorsers. The Credit Union reserves the right to accept checks, drafts, or other items payable to any of the account holders for deposit to those accounts whether or not they are endorsed and the Credit Union can affix an endorsement for any of the account holders.
7. Credit given for all non-cash items deposited to these accounts are conditional and subject to final payment.
8. The Regular Share, Checking, Commercial Checking, Money Market Accounts and IRA Daily Money Market

Accounts are not transferable except on the books of the Credit Union.

9. The Credit Union is authorized to recognize the signature of anyone who signs this Agreement as authorized to withdraw funds and transact any business on this account and any person authorized will be equally responsible for repayment of any loan advanced to cover any overdraft situation created by check, MATT or electronic transactions.
10. The use of membership password, Personal Identification Number (PIN), or other authorized device by which funds in the account may be accessed by any of the account holders shall have the same force and effect as the account holder's signature.
11. The account holder can close the account at any time without incurring any penalty (other than loss of dividends) by writing to the Credit Union but such notice will not affect any prior transactions on the account. Should the Credit Union receive conflicting instructions regarding this account from the owners or beneficiaries of it, the Credit Union may require all of the owners or beneficiaries signatures and agreement before permitting any further transactions regarding the account.
12. The primary member may pledge all or any part of the Regular Share, fixed non-IRA share certificate, Money Market Account, as collateral security for loan or loans. Checking Accounts may not be used as collateral security for a loan. Any funds desired as security must be transferred to a Regular Share or Money Market Account. The IRA Daily Share Account or IRA Certificates may not be used as collateral security for a loan.
13. The Credit Union reserves the right to change or add to the provisions of this agreement, including the imposition of fees and charges, upon 30 days written notice to the account holder(s).
14. The Credit Union will mail Regular Share and IRA Daily Money Market Account statements quarterly, unless there is a Checking or Money Market Account in which case statements will be mailed monthly. Statements and notices will be mailed to the address on the Credit Union records. The account holder(s) agree to inform the Credit Union of any changes in their address or the addresses of any P.O.D. beneficiaries named in this Agreement.
15. The Credit Union may place a lien on the shares and accumulated dividends in the Regular Share, Checking, and/or Money Market Account. The Credit Union may exercise its statutory lien to the extent of any loans or

fees for which any owner of this account is obligated to the Credit Union.

16. The terms and conditions of the ATM Agreement are incorporated in this agreement by this reference.
17. On November 1st of each year, the balance in the Holiday Club Account will be transferred to the Primary Share Account.
18. The terms and conditions of the IRA Daily Money Market Account are in addition to the terms stated in the IRA Simplifier Plan Agreement.
19. Transfer from your Money Market Account through MATT (Member Access Telephone Teller), telephone transfers and preauthorized transfers are limited to six transfers per month- three of which may be by check.
20. It is the member's responsibility to assure that the deposits to and withdrawals from the IRA Daily Money Market Account are in compliance with IRA regulations. Mid-Atlantic Federal Credit Union is not responsible for determining if these deposits or withdrawals are in compliance with IRA regulations.
21. IRA Accounts have important tax consequences. You should seek the advice of a tax professional if you have any questions regarding IRA Accounts. The Credit Union cannot give tax advice regarding the IRA Daily Money Market Account Agreement or IRS regulations.

CHECKING AND MONEY MARKET AGREEMENT WITH OVERDRAFT TRANSFER CLAUSE – You hereby authorize the Mid-Atlantic Federal Credit Union to establish a special account for you to be known as a “Yes Checking”, “FREE Checking”, “Interest Checking”, “Platinum Checking”, “Member Business Account”, “Commercial Checking Account”, or “Money Market Account”. The Credit Union is authorized to pay checks signed by anyone whose signature appears on this agreement and to charge the payments against any Checking Account, IMA or PRIMA. It is agreed that:

- a. only checks and other methods approved by the Credit Union may be used to withdraw funds from the Checking, Business or Money Market Account.
- b. the Credit Union is under no obligation to pay a check which exceeds the balance in any Checking or Money Market Account or a check on which the date is more than six months old;
- c. except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check;
- d. if checks are written or an automated teller machine withdrawal is made for funds in excess of any Checking or Money Market Account balance, you agree to abide by the terms of the Kwik Kash line-of-credit of the Open

End Credit Plan Agreement and Truth-In-Lending Disclosure. Kwik Kash is an open end line-of-credit loan account for overdraft protection;

- e. if checks are written or an automated teller machine withdrawal is made for funds in excess of any Checking, or Money Market Account balance and an approved line-of-credit Kwik Kash does not exist, or if the line-of-credit Kwik Kash is used up, or delinquent, the Credit Union may transfer funds from your Regular Share Account(s);
- f. any objection respecting any item shown on a monthly statement of any Checking or Money Market Account will be waived unless made in writing to the Credit Union on or before the thirtieth day following the day the statement is mailed;
- g. the Credit Union reserves the right to close your Checking or Money Market Account; the Credit Union will give you written notice prior to closing the account;
- h. The use of any Checking or Money Market Account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time;
- i. You agree to notify the Credit Union immediately if any check is lost or stolen;
- j. You agree to return any unused checks if so requested by the Credit Union upon closing this account;
- k. You understand that to become eligible for a Kwik Kash you must be at least 18 years old and employed or if a YES member, may apply with a parent or legal guardian.
- l. You understand that all joint account holders will be jointly and severally responsible for repayment of any loan advanced to cover any overdraft situation created by check, MATT, or electronic transactions.

SHARE CERTIFICATE AND IRA/SHARE CERTIFICATE TERMS AND CONDITIONS

1. Member accounts are federally insured by the National Credit Union Share Insurance Fund.
2. The frequency, method and conditions regarding dividends on these accounts are set forth in the Truth-In-Savings Disclosures.
3. These accounts are established pursuant to the Annotated Code of Maryland Financial Institutions Article, Section 1-204 et. Seq. ***Unless contrary direction is given in these account agreements, upon the death of a party; the shares shall belong to the surviving party or parties.***
4. The Accounts are not transferable except on the books of the Credit Union.
5. All checks for deposit to accounts held under this agreement should be endorsed by the account holder(s) in conformance with the endorsement Standards of

Regulation CC issued by the Federal Reserve Board and effective September 1, 1988, and the credit union shall have no liability for any of the account holder(s) or prior endorsers. The Credit Union reserves the right to accept checks, draft, or other items payable to any of the account holders

6. Credit given for all non-cash items (checks) deposited to these accounts are conditional and subject to final payment.
7. The primary member may pledge all or any part of the Regular Certificate Account as collateral security for a loan or loans.
8. The joint owners of Regular Certificate Accounts hereby agree with each other and with the Credit Union that each owner will have equal access to the account and all funds therein, with rights to make deposits to and withdrawals from the account without the signature(s) of the other owner(s), and all funds paid into the account will be considered held by each owner equally, without regard to the net contribution of the owners. In no event will we determine the source of any contribution to the account.
9. The withdrawal of any or all funds from these accounts by any owner or beneficiary will discharge the Credit Union from any liability for such payment.
10. The Credit Union is authorized to recognize the signature of anyone who signs these Agreements as authorized to withdraw funds and transact any business on these accounts.
11. The Credit Union will mail account statements and notices to the address on the Credit Union records. The Owner(s) agree to inform the Credit Union of any change to their address or the addresses of any P.O.D. beneficiaries' named in this Agreement.
12. The Credit Union reserves the right to make changes or add to the provisions of this Agreement, including the imposition of fees and charges, upon 30 days written notice to the Owner(s).
13. The Credit Union reserves the right to terminate the offering of Certificate Accounts without notice.
14. Early Withdrawal Penalties will not apply to withdrawals if:
 - The withdrawal is made during the seven (7) day grace period.
 - The withdrawal is made subsequent to the death of any owner of the Certificate Account.
 - The withdrawal is made as a result of the voluntary liquidation of the Credit Union

- The withdrawal is from an IRA Certificate Account and is made subsequent to the death, disability or attainment of the age of 59 ½ years old.
15. The terms and conditions of the IRA Certificate Account are in addition to the terms stated in the IRA Simplifier Plan Agreement.
 16. Funds in the IRA Certificate Account may not be used as security for a share secured loan
 17. It is in the Account Holder's responsibility to assure that the deposits to and withdrawals for the IRA Certificate Account are in compliance with IRA regulations. Mid-Atlantic FCU is not responsible for determining if these deposits or withdrawals are in compliance with IRA regulations.
 18. IRA Accounts have important tax consequences. You should seek the advice of a tax professional if you have any questions regarding IRA Accounts. The Credit Union cannot give tax advice regarding this Agreement or IRS regulations.

MARYLAND UNIFORM TRANSFERS TO MINORS ACCOUNT TERMS AND CONDITIONS

1. Member accounts are federally insured by the National Credit Union Share Insurance Fund.
2. This account is established under the Maryland Uniform Transfers to Minors Act.
3. All of the provisions of the Maryland Uniform Transfers to Minors Act, as contained in the Annotated Code of Maryland, Estates and Trust Article, Section 13-301, et seq. (otherwise known as the Maryland Uniform Transfers to Minors Act), are incorporated into and made a part of this agreement by this reference, and the custodian agrees to comply with these provisions.
4. The custodian shall collect, hold, manage, invest and reinvest the custodial property.
5. The custodian shall pay the minor for expenditure by him/her, or expend for the minor's benefit, so much of or all the custodial property as the custodian deems advisable for the support, maintenance, education and benefit of the minor as the custodian shall, in his/her discretion, deem appropriate and as is in accordance with applicable law.
6. To the extent that the custodial property is not expended, the custodian shall deliver, convey or pay it over to the minor on his/her attaining the age of 18 years (or 21 if a student) or if the minor dies before attaining the age of 18 years (or 21 if a student), he/she shall thereupon deliver or pay it over to the estate of the minor.
7. The custodian shall keep records of all transactions with respect to the custodial property and shall make them available for inspection at reasonable intervals by a

- parent or legal representative of the minor or by the minor if he has attained the age of 14 years, in accordance with the Annotated Code of Maryland, Estates and Trust Article, Section 13-319, et seq. (otherwise known as the Maryland Uniform Transfers to Minors Act).
8. This account agreement is limited to one custodian for one designated minor.
 9. The terms of this account agreement will govern all accounts held at the Credit Union by the custodian for the designated minor under the Maryland Uniform Transfers to Minors Act and designated as such, and will be deemed to supplement all agreements for such accounts.
 10. The custodian agrees for the life of any account established under this agreement and for the statutory life of any cause of action involving any such account, to indemnify and hold the Credit Union harmless against any and all claims, demands, liabilities, obligations and expenses whatsoever, including court costs and attorney fees, that the Credit Union may sustain or incur from the establishment, maintenance, or transaction of any business regarding any account held at the Credit Union under this agreement. The custodian further agrees to pay any necessary expenses, attorney fees and costs incurred by the credit union in enforcement of this.
 11. Payment of any funds to the custodian shall be valid and shall discharge the credit union from any further liability for payment. All payments shall be made to the custodian in his/her capacity as custodian.
 12. Funds in this Account may not be used as security for a share-secured loan.
 13. Withdrawals requested through MATT after 2:00 pm will be mailed on the following business day.
 14. Funds may be withdrawn on any day that the credit union is open for business or when MATT or ATM accessibility is available. However, the Board of Directors reserves the right at any time, to require the Custodian or Minor to give 60 days written notice of intention to withdraw funds from either the Regular Share or Checking Account.
 15. All checks for deposit to accounts held under this agreement should be endorsed by the custodian in conformance with the endorsement Standards of Regulation CC issued by the Federal Reserve Board and effective September 1, 1988, and the Credit Union shall have no liability for any losses caused by incorrect or missing endorsements of the custodian or prior endorsers. The Credit Union reserves the right to accept checks, drafts, or other items payable to any of the account holders for deposit to these accounts whether or not they are endorsed and the Credit Union can affix an endorsement for the custodian.
 16. Credit given for all non-cash items deposited to these accounts is conditional and subject to final payment.
 17. The Regular Share Account is not transferable except on the books of the Credit Union.
 18. The Credit Union is authorized to recognize the signature of anyone who signs this Agreement as authorized to withdraw funds and transact any business on this account.
 19. The use of a Personal Identification Number (PIN) or other authorized device by which funds in the account may be accessed shall have the same force and effect as the custodian's signature.
 20. The custodian can close the account at any time without incurring any penalty (other than loss of dividends); by writing to the Credit Union but such notice will not affect any prior transactions on this account.
 21. The Credit Union reserves the right to change or add to the provisions of this agreement, including the imposition of fees and charges, upon 30 days written notice to the account holder(s).
 22. The Credit Union will mail Regular Share Account statements quarterly, unless there is a Checking Account in which case statements will be mailed to the address on the Credit Union records monthly. The custodian agrees to inform the Credit Union of any changes in their address or the addresses of any successor custodians named in this Agreement.
 23. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. IF YOU DESIRE ASSISTANCE OR ADVICE CONCERNING THIS AGREEMENT, THE SERVICES OF AN ATTORNEY OR OTHER PROFESSIONAL PERSON SHOULD BE SOUGHT. THE CREDIT UNION CANNOT GIVE LEGAL ADVICE REGARDING EITHER THIS AGREEMENT OF THE MARYLAND UNIFORM TRANSFERS MINOR ACT.

FUNDS AVAILABILITY DISCLOSURE WHEN DEPOSITS ARE AVAILABLE FOR WITHDRAWAL – Our policy is that deposits will have a normal hold placed on them unless they fall under the immediate availability listing: Cash, Electronic Payments (including wires), U.S. Treasury Checks, Postal Money Orders, Traveler's Checks, Federal Reserve Bank or Federal Home Loan Bank Checks, State or Local Government Checks, Cashiers, Certified or Teller Checks, Account Holder Payroll Checks (must have "payroll" or "paycheck" printed on check).

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit at a Credit Union branch

before close of business or on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day that we are closed, we will consider that the deposit was made on the next business day that we are open.

All deposits made through a MAFCU ATM will have a normal hold placed on them following the date of deposit. All deposits made through a CU24 ATM will have a three day hold placed on them. The cutoff time for the current business day at ATMs will be posted at each machine. After the cutoff time, we will consider that the deposit was made on the next business day of deposit.

Normal holds are defined as:

- 2 business days following the date of deposit for local checks, or
- 5 business days following the date of deposit for non-local checks

Local checks are identified as those checks from the fifth Federal Reserve District and are so indicated by the routing numbers on the bottom of the check.

LONGER DELAYS MAY APPLY – In some cases, we will not make all of the funds that you deposit by check available to you. Some of these reasons include:

- We believe that a check you have deposited will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- Your account has been open 30 days or less.
- We have negative information from a check reporting agency.
- There is an emergency, such as failure of communications or computer equipment.

If we are not going to make the funds from your deposit available to you immediately or within the normal hold policy for any of these reasons, we will notify you at the time of the deposit. We will also tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of deposit.

If your deposit is not made directly to one of our employees, or if we decide to take action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Please remember that even after we have made funds available to you, and you may have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid, and for any other problems involving your deposit.

ELECTRONIC SERVICES DISCLOSURE AND AUTOMATED TELLER AGREEMENT – This disclosure is given in compliance with the Electronic Transfer Act (15 U.S.C. 1793 et. seq.), and Regulation E (12 CFR 205 et. seq.), to inform you of certain terms and conditions of the electronic funds transfer services you have requested.

Mid-Atlantic Federal Credit Union currently provides the following services that may access your account(s) by electronic transfer: preauthorized deposits, preauthorized payments, telephone electronic transfers (MATT), Visa check card, Visa credit card, the Internet Account Access and automated teller machines (ATM). Disclosure information applicable to all electronic services offered by the Mid-Atlantic Federal Credit Union is given below.

BUSINESS DAY DISCLOSURE – Our business days are Monday through Friday. Holidays are not included. The ATMs, MATT and the Internet Account Access will operate 24 hours, seven days a week. There will be occasional times when these systems will not be operating.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES – We will disclose information to third parties about your account or the electronic fund transfers you make:

1. when it is necessary to complete an electronic transaction, or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. in order to comply with legal process, such as government agency or court orders, or
4. in order to verify whether there are sufficient funds in your account to pay a check or withdrawal order you have written, or
5. if you give us your written permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC SERVICES TRANSACTION – Call us at 301-944-1800 or 800-95-MAFCU or write us at PO Box 2270, Germantown, MD 20875-2270.

Notify us as soon as you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Report the following information:

1. Tell us your name and member number.
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business day if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days (defined in Common Features section) 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.

CREDIT UNION LIABILITY FOR FAILURE TO MAKE ELECTRONIC FUND TRANSFERS – If we do not complete an electronic fund transfer to your account or payment from your account on time or in the correct amount according to our 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:

1. Circumstances beyond our control (such as flood, fire, earthquake) prevent the transfer, despite reasonable precautions.
2. If the system was not working properly and you knew this when you started the transfer.
3. Through no fault of ours your account has insufficient funds to make the transfer.
4. The transfer will go over the credit limit on your overdraft line.
5. The funds are subject to legal process or other encumbrances restricting such transfer or payments.
6. If the ATM where you are making the transfer does not have enough cash.

There may be other exceptions stated in our agreement with you or in federal statutes or regulations.

CHARGES FOR ELECTRONIC FUND TRANSFER SERVICES

– A fee will be assessed for the following: check stop payment through MATI; ATM overdraft; foreign ATM transactions after two per month with Yes Checking, FREE Checking, and after 10 with Interest Checking without direct deposit; ATM card

point of sale (POS) transactions; ATM replacement card, non-sufficient funds through ACH/Preauthorized Drafts and stop payment for ACH/Preauthorized Drafts. A fee may be assessed by other financial institutions for use of their ATMs. Refer to the current schedule of fees and charges for these fees and other fees and charges, a copy of which is available at all Credit Union offices.

CHANGE IN TERMS – We may change the terms or charges for the services indicated in this electronic services disclosure and may amend this disclosure from time to time. If you have an account with us through which electronic transactions are being processed, you will receive written notice at least 21 days prior to the effective date of the changes(s), or as otherwise provided by law.

TERMINATION OF ELECTRONIC FUND TRANSFERS – You or we may, by written request or notice, terminate the above referenced services. We may terminate your right to access the above services at any time without written notice.

RELATION TO OTHER DISCLOSURES – The information on these disclosures applies only to electronic service transactions. Provision in other disclosure documents, as may be revised from time to time remain effective for all other aspects of the account(s) involved.

ACCESS – You may use your ATM card, Visa check card, Visa credit card, MATT access code or the Internet Account Access code to:

1. Withdraw cash from your checking or savings account.
2. Make deposits to your checking or savings account.
3. Advance funds from your line of credit or Visa credit card.
4. Make payments to your loans, lines of credit or Visa credit card.
5. Transfer funds between checking, savings, lines of credit, Visa credit card or cross-authorized accounts.
6. Pay for purchases at places that have agreed to accept the Visa card.
7. Make inquiries into account balances and account histories.
8. Place a stop payment on a check or range of checks.
9. Pay bills through the Bill Payment service of the Internet Account Access program.

Some of these services may not be available at all terminals. You may have preauthorized payments and deposits made from your savings or checking account.

LIMITATIONS

1. Withdrawals are limited to \$500 per day.
2. The minimum transaction amount depends upon particular ATMs.
3. All deposits made at ATMs may be subject to holds.

4. All withdrawals and transfers are limited to available funds in the account.
5. For security reasons, in the event your ATM card, Visa check card, Visa credit card or access code(s) is stolen, there are limits on the dollar amount of transfers you can make.
6. Transfers through MATT from savings and the Insured Market Account are limited to six per month.
7. Withdrawals and loan advances made through MATT after 2:00 PM will be mailed on the next business day following the withdrawal or loan advance request.
8. MATT requires the use of a touchtone* telephone.
9. MATT requires the use of a personal access code. Call the Credit Union to determine what it is.
10. The Internet Account Access requires a personal computer, a modem, and one of the designated browsers. We recommend using the latest version of the browser you are using (i.e. Internet Explorer, Netscape Communicator, etc.)
11. You must sign up for the Bill Payment Service separately from the Internet Account Access program.

DOCUMENTATION

1. Terminal transactions: You can get a receipt at the time you make any transfer to or from your account using an ATM.
2. Telephone/computer transactions: You will receive a monthly statement which will show the calendar date, the type of transfer, the type of account(s) accessed by the transfer and the dollar amount of each transfer when you use MATT or the Internet Account Access.
3. Preauthorized credits: 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 may telephone us at 301-944-1800 or 800-95-MAFCU to see if the deposit has been made. You may also use MATT or the Internet Account Access to see if the deposit has been made.
4. Preauthorized payments: You can get a copy of the payment authorization from the third party being paid at the time you gave the initial authorization.
5. Bill Payment Preauthorized payments: You will get a confirmation number after you submit a bill to be paid. You can check Payment History to see the status of the bill. Transactions done through Bill Payment will appear on your monthly statement.
6. Periodic Statements: You will get a monthly account statement unless there are no electronic transactions made in a particular month. The statement will show the calendar date that you initiate the transfer, the type of transfer, the type of account(s) accessed by the

transfer and the dollar amount of each transfer occurring in that statement period. In any case, you will get a quarterly account statement. If you have a checking account, you will receive a monthly statement.

RIGHT TO STOP PREAUTHORIZED PAYMENTS – If you want to stop any of the preauthorized payments, call or write us (see “In Case of Errors”) in time for us to receive your stop request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. To cancel the preauthorized payment arrangement, you should contact the third party. We may require a copy of this cancellation.

CREDIT UNION LIABILITY FOR FAILURE TO STOP PAYMENT – If you order us to stop one of your preauthorized payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, to the extent provided by law. If you wish to stop payment before the processing date, simply cancel the transaction. It must be cancelled before 11:00 PM (EST) the day before the processing date. If the payment has been made, by bill payment call our Member Service Center at 301-944-1800 or 800-95-MAFCU or e-mail us online at mafcu@mafcu.org.

NOTICE OF VARYING AMOUNTS – If regular preauthorized payments vary in amount, the person you are going to pay is required to tell you ten days before each such payment, when it will be made and how much it will be. You may agree with the person being paid to receive this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

LIABILITY FOR UNAUTHORIZED ELECTRONIC PAYMENTS – You will be liable for unauthorized transfers made from your account by a third party. If you believe such a transfer has occurred, follow the procedures outlined in “In Case of Errors.”

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING – Tell us AT ONCE if you believe your ATM card, Visa check card, Visa credit card, MATT access code or Internet Account Access code has been lost or stolen. You can change your MATT access and Internet Account Access codes immediately on the two systems.

Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus the maximum overdraft line of credit). If you believe your card or code has been lost or stolen and if you tell us within (2) business days after you learn of the loss or theft, you

can lose no more than \$50.00 if someone used your card without permission.

If you do NOT tell us within two business days after you learn of the loss or theft, and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows a transfer 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 lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us on time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF UNAUTHORIZED TRANSFER – If you believe your card(s) or code(s) has been lost or stolen or that someone will or may use it to transfer money from your account without your permission, call or write us (see “In Case of Errors”).

*Touchtone is a registered trademark of AT&T. Not all push button phones are touchtone. If your phone does not generate a tone (some phones make a clicking sound), or if you have a rotary phone, inexpensive converters are available at most phone stores.

AUTOMATED TELLER MACHINE AGREEMENT

1. The retention and use of your Mid-Atlantic FCU ATM or Visa check card is deemed to be your agreement to and acceptance of the Credit Union’s rules and procedures governing the use of the ATM system known as ATM and the other ATM networks the Credit Union makes available to you, including the disclosure applicable to ATM services and all future amendments there of.
2. You understand that the card remains the property of Mid-Atlantic FCU and you agree to surrender the card to the Credit Union upon demand or through retrieval by any of our ATM machines for any ATM in any ATM network we make available to you.
3. For you to be able to use your card in an ATM machine you must receive a personal identification number (PIN) from the Credit Union. You will be issued a PIN after your card is in your possession. You acknowledge that the PIN is personal and confidential and agree to take all reasonable precautions so that no one else will learn your PIN. If someone else obtains your PIN and card, he/she can make withdrawals from your account(s).
4. You understand that if you authorize us to issue a card to anyone else or if you give your card and PIN to anyone else, you authorize that individual to withdraw funds from any account(s) which can be accessed by the card,

regardless of whether that individual is authorized to withdraw money from the account by means other than the use of the card.

5. You agree to follow the instructions posted or otherwise given by the Credit Union for use of our ATM machines and the ATMs in the ATM networks we make available to you.
6. Nothing in this agreement shall be deemed to annul, limit, or in any way modify any other obligations you have with the Credit Union.
7. All applications are subject to approval by Mid-Atlantic FCU.
8. The individual signing first on the ATM application or Visa check card must be a member of the Credit Union and have an account with the Credit Union.

REGULATION D – Federal Regulation D limits the number of withdrawals and transfers from your savings account per month. Please take a moment to review important information regarding these limits which may affect your accounts.

The following transactions or combination of transactions are limited:

- ACH from savings only (preauthorized electronic funds transfers)
- MATT from savings only (Member Access Telephone Teller)
- Non-sufficient funds transfers to checking from savings only
- Internet account access transfers from savings only
- Member Service Center transfers from savings only
- Faxed in transfers from savings only

Each member is allowed any combination of 6 of the above transactions. After 6 per month, additional transactions will be rejected and overdraft fees assessed.

UNLIMITED – The following transactions or combination of transactions are not limited:

- ATM transactions (automated teller machine)
- Any in-person transactions
- Any by-mail transactions

ATM transactions are free at MAFCU-owned ATMs. Other ATMs have a fee after a specified number of transactions per month per membership with Yes Checking, FREE Checking, Interest Checking, and Platinum Checking.

REGULATION J NOTICE AND FUNDS TRANSFER AGREEMENT

1. If you send or receive a wire transfer, Fedwire will be used. Regulation J is the law covering all Fedwire transactions. This means that your rights and liabilities in a wire transfer involving Fedwire will be governed by Regulation J as well as this agreement.

2. This agreement and notice apply to funds transfers as defined in Annotated Code of Maryland, Commercial Law Title 4A and Subpart B of Regulation J of the Board of Governors of the Federal Reserve Bank System.
3. The Credit Union may establish or change cut off times for the receipt and processing of funds transfer requests, amendments, or cancellations. Unless other times are posted, the cut off time for funds transfers will be 1:00 p.m. EST on each weekday the Credit Union is open that is not a holiday. Payment orders, cancellations or amendments received after the applicable cut off time may be treated as having been received on the next business day following the funds transfer and processed accordingly.
4. The Credit Union may charge your account for the amount of any funds transfer initiated by you or any person authorized as a joint tenant or any other authorized party with the right of access to the account from which the funds transfer is to be made.
5. You agree to the following security procedures established by the Credit Union:
 - A. You will be required to provide photo identification and your signature in order to authorize the sending of wire transfer orders if done in person. You will be required to provide a password and/or signature if done by phone.
 - B. The Credit Union may at any time use a call-back procedure to verify the authenticity of the wire transfer information and in the event that the information cannot be verified at the time of the call-back, the Credit Union is under no obligation to proceed with the transfer order.
 - C. You agree that the authenticity of wire transfer orders will be verified using the established security procedures. In the event that you do not agree to a security procedure, the Credit Union will have no obligation to accept any payment order from you or any other authorized parties on the account.
6. If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying or bank account number, even if the number identifies a person different from the named beneficiary. This means that you will be responsible to the Credit Union if the funds transfer is completed on the basis of the identification number provided.
7. If you give the Credit Union a payment order which identifies an intermediary or beneficiary's bank by both name and identifying number, a receiving bank may rely on the number as the proper identification even if it identifies an entity other than the named bank. This means that you will be responsible for any loss or expenses incurred by a receiving bank which executes or attempts to execute the payment order in reliance on the identifying number you provided.
8. The Credit Union may give you credit for automated clearinghouse (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. If the Credit Union does not receive such final settlement, you agree to refund to the Credit Union the amount credited to you in connection with that ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you will be liable to repay the Credit Union.
9. ACH transactions are governed by the operating rules of the National Automated Clearinghouse Association. In accordance with these rules, the Credit Union will not provide you or any other authorized person with next-day notice of receipt of ACH credit transfers to your account. You will continue to receive notice of receipt of ACH items in the periodic statements which the Credit Union provides.
10. The Credit Union will be obligated to pay you interest on unauthorized or ineffective transfers only if you notify the Credit Union of relevant facts within 90 days after the date you receive notification from the Credit Union that the order was accepted or that your account was debited with respect to the order. If the Credit Union becomes obligated to pay interest to you, you agree the rate of interest to be paid shall be equal to the dividend or interest rate, in the form of a daily rate, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.
11. If you request an international wire transfer, the transfer period could be a minimum of ten (10) days.
12. You have a duty to exercise ordinary care to discover erroneous payment orders. If you do not notify the Credit Union that an error was made within 90 days after the date you receive notification from the Credit Union that payment order was completed, you will be liable to the Credit Union for the loss incurred as a result of your failure to exercise that duty of care.

13. You will be charged for wire transfers per the schedule provided to you. These charges are subject to change by the Credit Union without notice.
14. You authorize the Credit Union to execute all transfer orders authorized by you and debit your account in the amount requested including applicable charges.

PRIVACY POLICY – Mid-Atlantic Federal Credit Union’s mission is an ongoing commitment to provide quality service and products to meet the financial needs of our members. MAFCU is committed not only to providing you with the most efficient services, but also to ensure that all business you conduct with us is held in the strictest confidence and that your transactions are safe and secure.

To this end, MAFCU has adopted a Confidentiality of Member Information Policy. This policy is part of our Code of Ethics which is distributed to and signed yearly by all staff members. The policy states that any information disclosed to MAFCU in the course of normal business will be held in the strictest confidence. Unauthorized or illegal disclosure of your private information is considered a policy violation and subjects the guilty party to discipline. Employees are reminded that their responsibility to maintain this privacy continues even after their employment ends.

Mid-Atlantic Federal Credit Union will not sell your name and address to any mailing lists or to any merchants. We are in the business of serving our members and not marketing those lists to anyone.

In addition to our policy, we take a proactive approach to making the business you transact with us as safe and secure as possible, in both the delivery and storage of data.

NOTICE TO MEMBERS FOR CUSTOMER IDENTIFICATION UNDER USA PATRIOT ACT – “In order to prevent the use of the U. S. banking system in terrorist and other illegal activity, federal regulations require all financial institutions to obtain, verify, and record identification from all persons opening new accounts or being added as signatories to existing accounts. This institution cannot waive this requirement.”
U. S. Treasury

In order to comply with the USA Patriot Act, Mid-Atlantic Federal Credit Union is required to verify the identity of members applying for and opening new accounts/services or adding signatories to existing accounts/services with the credit union. Information that we are required to obtain includes:

- Name
- Mailing Address
- Residence Address (if different)
- Social Security Number or Tax Identification Number
- Date of Birth

- Copy of a government issued photo ID (such as drivers license, passport, student ID, state issued ID, etc.)

In addition, Mid-Atlantic Federal Credit Union under its policies to comply with the USA Patriot Act and to protect our members from Identity Theft, will process all new members through both a debit and credit reporting system. Data on existing members will be gathered as they open or use additional services offered by the credit union or add signatories on accounts.

The USA Patriot Act requires the credit union to maintain records of the identification verification and update the information.

Confidentiality of this information will be maintained as required under the Privacy Act and all other applicable laws and regulations.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS – As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility,
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don’t leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don’t lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don’t tell anyone your PIN. Don’t give anyone information regarding your ATM card or PIN over the telephone. Don’t write your PIN where it can be discovered. For example, don’t keep a note of your PIN in your wallet or purse,
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. Consult the section about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of surroundings. Look out for suspicious activity near the area of your night deposit facility, particularly if it is after

sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.



Mid-Atlantic Federal Credit Union

P.O. Box 2270

Germantown, MD 20875-2270

301-944-1800

1-800-95-MAFCU

www.mafcu.org