

## **MARKET USA INTERNET BANKING AND MOBILE BANKING DISCLOSURE & AGREEMENT**

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RETAIN FOR YOUR RECORDS      Internet/Mobile Banking: <http://www.marketusafcu.com>

By logging into the Market USA Federal Credit Union (Market USA) Internet Banking or Mobile Banking system, you are acknowledging understanding of agreement to the terms and conditions of the agreement contained herein. You further understand and agree that the terms and conditions of the agreement contained herein may be modified or amended from time to time. As used in this document the words "we", "our", "Market USA", "credit union", and "us" mean Market USA Federal Credit Union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to transact business or exercise control over the funds in the account.

### **E-STATEMENTS**

***All Internet Banking users will be signed up for e-Statements.*** You will be notified by email once your statement is available for viewing. If your email address changes, you must promptly update it by visiting the e-Statements page after logging into Internet Banking from the Market USA website. To view or print your statement, simply log into Internet Banking and click on the e-Statements icon. You may obtain a written copy anytime, by submitting your request: (1) by phone to 301.586.3400 or 800.914.4268; or (2) by mail to 8871 Gorman Road, Suite 100, Laurel, MD 20723. Nominal fee applies. ***You may terminate e-Statements at any time.*** To do so, log into Internet Banking from the Market USA web site and access the e-Statements page. From there, click on the "stop service" button to cancel the service. In accessing your statement in this electronic form, you will be consenting to receive documents in electronic form, that we would normally provide to you in a written form that you may retain. The scope of this consent includes: periodic statements covering share account activity, including Checking accounts, Money Market accounts, Share Certificate accounts, IRA accounts, Loan account activity, and various credit union notices and letters. Disclosures may also be included with periodic statements including the Error Resolution Notice, Privacy Disclosure, and Change in Terms Notices. If you change your computer or Internet Service Provider used to retrieve your electronic records, you must notify us immediately of your new email address. By accessing Internet and/or Mobile Banking, you have shown that you meet the requirements for accessing your statement. If we change the hardware or software use to communicate electronically with you, and our change materially affects your ability to retrieve documents, we will notify you of the changes and of your right to withdrawal your consent without fees. If you believe that your e-Statement is lost, or that someone has obtained access to it without your permission, contact us immediately at 301.586.3400 or 800.914.4268. Termination of e-Statements will also result in termination of the e-Alerts and e-Letters services.

### **ELECTRONIC DISCLOSURES**

By clicking enrolling in Internet Banking, you are providing consent for Market USA to provide required disclosures to you electronically. This consent for electronic delivery applies to all required disclosures regarding all deposit accounts you have with us, and is effective until withdrawn by you. Agreeing to accept disclosures electronically means that once we present them to you, they will apply to you and your accounts with us. It also means that we may not mail you copies of disclosures that are provided electronically. Accordingly, you should print or otherwise retain a copy for your records of this disclosure and all other disclosures you receive electronically.

### **TYPES OF AVAILABLE TRANSACTIONS**

With Market USA Internet and/or Mobile Banking you can make transfers between all owned Savings, Checking, Money Market and Loan accounts. You can also make check withdrawals and obtain balance and transaction information on these accounts. You can also make payments to third parties from your checking account (nominal fee applies).

### **TRANSFER LIMITATIONS**

Federal regulations limit the number of certain types of transfers and/or withdrawals you can make from your Savings and Money Market accounts to six per calendar month. The types of transfers that are limited are those requested by fax, telephone, Internet and/or Mobile Banking, and preauthorized transfers. If you exceed the transaction limits set forth above, you will be subject to a \$10.00 transaction fee and your account will be subject to closure by the credit union.

### **ENHANCEMENTS/MODIFICATIONS TO SERVICE**

The terms and conditions of these services are subject to change without notification to you, unless prior notification is required by law. Market USA reserves the right to revoke or refuse account access via Internet and/or Mobile Banking. We may cancel your Internet and/or Mobile Banking services at any time with or without written notice to you.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

#### **Liability Disclosure**

By applying for Internet and/or Mobile Banking Access, you agree to accept responsibility for protecting the integrity of your Passwords, your Security Word, and your Challenge Questions and Answers. In order to help prevent unauthorized transactions, you also agree to ensure the security of your personal computer (PC), mobile device, tablet, or any device (hereafter referred to as "devices") you own and/or use to access the Market USA Internet and/or Mobile Banking service. By securing all devices you own and/or use, we specifically mean installing passwords, anti-virus software, a firewall, and spyware detection software on your devices and keeping this security software current; or verifying that the above

passwords and security software have been installed and are current. You also agree that the credit union is not liable for unauthorized account access and/or transactions that occur as a result of: (1) your negligence in safeguarding your Passwords, Security Word, and Challenge Questions and Answers and/or (2) your negligence in ensuring the security of the devices you own and/or use to access the Market USA Internet and/or Mobile Banking service, as described above. Additionally, you agree that the credit union may revoke or restrict Internet and/or Mobile Banking Access at anytime without notice.

Notify us AT ONCE if you believe your account has been accessed without your authority. The best way to minimize your possible loss is to telephone us, although you may advise us in person or in writing. If you do not notify us, you could lose all the money in your account (plus your maximum line of credit amount). If you tell us within two (2) business days after you learn of unauthorized access, you can lose no more than \$50 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized access and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows any electronic fund transfer you did not make or authorize to be made, advise us at once. If you do not tell us within 60 days after the first statement, which reflected the unauthorized transfer, you may not get back any funds you lost after the 60 days, provided we can prove that we could have stopped someone from taking the funds if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend time periods.

#### **ADDRESS & TELEPHONE NUMBERS**

If you believe unauthorized access occurred on your account, or that your Password has been stolen, or that someone has transferred or may transfer money from your account by accessing your account without your permission, call 800.914.4268 or 301.586.3400. Or write: Market USA Federal Credit Union at 8871 Gorman Road, Suite 100, Laurel, MD 20723.

**BUSINESS DAYS:** Market USA business days are Monday through Friday, excluding Federal holidays.

#### **PERIODIC STATEMENTS:**

You will get a monthly account statement from us for your checking accounts and for any account on which an electronic funds transfer has occurred. If you do not have a checking account or an account on which an electronic funds transfer has occurred, you will get a quarterly account statement.

#### **FEES**

Market USA does not charge for Internet and/or Mobile Banking Access. Bill Pay Access is free if paying at least 2 bills per month; otherwise the fee is \$2.95/month.

#### **LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If Market USA does not complete a transfer to or 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: (1) if, through no fault of ours, you do not have enough money in your accounts to make the transfer; (2) if you have an overdraft line and the transfer would go over the credit limit; (3) if the automated teller machine where you are making the transfer does not have enough cash; (4) if the terminal or system was not working properly and you knew about the breakdown when you started the transfer; (5) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; and (6) there may be other exceptions stated in our agreement with you.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if 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 the FIRST statement on which the problem or error appeared: (1) tell us your name and account number (if any); (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; and (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. If it is determined there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and any provisional credits will be reversed. If there are not sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation. We will determine whether an error occurred within 10 business days after we will 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 for the amount you think is in error, so that you have 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 after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Market USA Federal Credit Union, 8871 Gorman Road, Suite100, Laurel, MD 20723; 800.914.4268; 301.586.3400.

#### **IMPORTANT INFORMATION ABOUT BECOMING AN AUTHORIZED USER**

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including joint owners. When you open an account or become an owner or authorized user, we will ask you for your name, address, date of birth, and other information that will allow us to identify you.

#### **RELATIONSHIP TO OTHER AGREEMENTS**

You agree that when you use Internet and/or Mobile Banking Services, you will remain subject to the terms and conditions of all existing agreements with us.

#### **ACCOUNT OWNERSHIP/ACCURATE INFORMATION**

You represent that you are the legal owner of the account and other financial information which may be accessed via Internet and/or Mobile Banking. You represent and agree that all information you provide to us in connection with Internet and/or Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Internet and/or Mobile Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate.

#### **ONLINE BILL PAYMENT SERVICE**

You authorize Market USA to post payment transactions generated through the Online Bill Payment Service to the checking account indicated at the time of payment. Your use of the Online Bill Payment Service signifies that you have read and accepted all terms and conditions of the Electronic Funds Transfer Disclosure Agreement. **FEES:** You understand that there is no charge for this service provided that you pay at least two bills per month from the same checking account. Otherwise, there is a \$2.95 fee per month. NSF Fee: \$29; Privilege Pay Fee: \$29; Bill Pay Stop Payment Fee: \$29 (paper remittance only); Copy of Bill Payer Payment Check: \$20. You understand that should your online bill pay account remain inactive for 180 consecutive days, it will be closed. If this occurs, you understand that you must re-register for bill pay. You understand that you are responsible for any loss or fees you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. You further understand that funds will be withdrawn from your account on the date that you select and that funds must be in your account on this date in order to process bill payments. You understand that Market USA may terminate or cancel your use of the Online Bill Payment Service at any time at their sole discretion and without notice to you. By using the Bill Payment service, you are acknowledging understanding of and agreement to all of the terms and conditions of the Bill Payment service.

#### **MOBILE DEPOSIT**

Please see separate Mobile Check Deposit Terms and Conditions.