

(c) **Account Access - You may use Your ATM Card or Check/Debit Card to:**

- Withdraw cash from Your GEICO FCU checking and savings Accounts at ATMs.
- Make balance inquiries on Your GEICO FCU checking and savings Accounts at ATMs.
- Make deposits to Your checking and savings Accounts at designated GEICO FCU ATMs.
- Transfer funds between Your GEICO FCU checking and savings Account.
- Pay for purchases at "STAR" POS merchant locations. When making purchases you may be able to obtain cash back depending on the policies of the provider of the goods and services. Payment for these purchases and purchases with cash back will be immediately withdrawn from Your Account(s).

In addition You may also use Your Check/Debit Card to:

- Pay for purchases directly from Your GEICO FCU checking account wherever You see the VISA symbol displayed.
- Withdraw cash from Your GEICO FCU checking Account, via a cash advance from a participating VISA financial institution.

Your Check/Debit Card CANNOT be used for VISA purchases until You activate the Card. To activate Your Card, You must follow the activation procedures that accompany Your card.

(d) **Charges/Fees -** All rates and terms are subject to change at any time, with or without notice. A current list of charges can be found in the Schedule of Fees, which is available at any branch office or by calling GEICO FCU.

If You use a non-GEICO FCU ATM machine, the owner, operator or processing network of that ATM machine may charge You a fee. (You may be charged a fee for a balance inquiry even if You do NOT complete a funds transfer.) This is beyond Our control. Normally these charges are disclosed prior to confirming the Transaction, and typically appear as part of the withdrawal amount on Your Account statement. You also authorize Us to pay from Your Account any amount necessary to pay fees and charges that result from Your use or misuse of Your Card.

(e) **Limitations on Frequency and Dollar Amounts of Transactions -** You may withdraw up to Your daily limit or a daily maximum of \$505.00 for any ATM/ Debit Card PIN transactions, and make purchases up to \$1,000.00 for VISA debit signature transactions.

(f) **Foreign Currency Transactions -** VISA Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for that applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

(g) **Periodic Statements -** You will get a monthly Account statement unless there are no Transactions in a particular month. In any case, you will get a statement at least quarterly.

(h) **Receipts -** You may get a receipt for each Transaction to or from Your Account that was made at an ATM. You may get a receipt for each purchase of goods or services from Your checking Account that was made at a POS terminal. You may get a receipt for a Transaction processed as a VISA.

Purchase when the Transaction is made. You agree that We will not return with Your Account statement, the original copy, or facsimile of any sales draft or cash withdrawal receipt originated by You through the use of Your Check/Debit Card.

(i) **Stop Payment -** You do not have the right to stop payment on any sales draft or cash withdrawal originated by the use of Your Card; the use of Your Card to make purchases or obtain cash results in an immediate withdrawal of funds from Your Account.

(j) **Our Liability -** If We do not complete a Transaction to or from Your Account in time, or in the correct amount according to this Agreement, We will be liable for Your losses or damages. However, there are some exceptions. For instance, We will **NOT** be liable if,

- Through no fault of Ours, You do not have enough money in Your Account to make the Transaction;
- The Transaction would go over the credit limit on Your overdraft line of credit;
- The ATM where You are making the Transaction does not have enough cash;
- The ATM or system was not working properly and/or You knew about the breakdown when You started the Transaction;
- You have not properly followed instructions for operating of the ATM or the system;
- The funds in Your Account are subject to legal process or other seizure preventing such Transaction, or placed on hold as security for a loan;
- We did not receive a Direct Deposit, or collection of funds for items deposited into Your Account, therefore, causing insufficient funds to become available;
- The Transaction would exceed one of the established limits contained in this Agreement or in GEICO FCU's Share Account Agreement and Disclosure brochure;
- Your Card has been reported lost or stolen, has expired, is damaged so that the machine or service cannot read the encoded magnetic strip and/or chip, is inactivated due to non-use or dormancy, is retained for any reason, or circumstances beyond Our control (such as fire, flood or vandalism) prevent the Transaction despite reasonable precautions that We have taken, or any hostile actions or personal injury occurs in the vicinity of an ATM machine, or other exceptions stated in this Agreement apply.

(k) **Account Information -** We will disclose information to third parties about Your Account or the Transactions that You make as follows:

- When necessary for completing Transactions;
- To verify the existence and condition of Your Account to a third party, such as a credit bureau or merchant;
- In the course of making reports or returns required by Federal or State Law, to comply with any government agency, court order, or applicable law and to Our supervisory agency;
- As permitted by Maryland Law, including the Maryland Confidential Financial Records Act;
- As permitted by Federal Law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act;
- As described in the Privacy Notice We give You from time to time;
- To Our affiliates; and
- When You authorize Us to do so.

(l) **In Case of Errors or Questions about Your Electronic Transfers -** Write Us at:

GEICO Federal Credit Union
One GEICO Plaza
Washington D.C. 20076

as soon as You can, if You think Your statement or receipt is wrong, or if You need more information about a Transaction 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;
- (2) Describe the error or Transaction You are unsure about, and explain as clearly as You can why You believe it is an error or why You need more information;
- (3) Tell Us the dollar amount of the suspected error.

GEICO FCU will investigate Your complaint and tell You the results within 10 business days (or 20 business days for foreign-initiated Transactions or 20 business days for all Transactions resulting from point of sale ATM/Check/Debit Card Transactions) after We hear from You in writing. If it is determined that You were charged in error, We will temporarily credit Your Account within the initial 10 business days.

In the event that more than the initial 10 business days is needed for the GEICO FCU investigation, We may take up to 45 calendar days (90 calendar days for foreign-initiated Transactions and all Transactions resulting from point of sale ATM/Check/Debit Card Transactions or if the EFT occurred within 30 days after the first deposit to a new Account was made) to complete the investigation.

If GEICO FCU takes more than the initial 20 business days to complete the investigation, We will temporarily credit Your Account for the amount in question. However, if We determine there is no error, the temporary credit will be removed immediately from Your Account and We will send You a written explanation within three business days after We complete the investigation.

(m) **ATM Safety Tips for Our Members -** When Using Your 24-Hour ATM or Check/Debit Card at any ATM, be sure to keep these simple tips in mind to ensure Your personal safety and privacy:

- Always be aware of Your surroundings when using an ATM, particularly during the nighttime hours.
- Whenever possible, use an ATM in a highly visible and well-lighted location. It is always a good idea to bring another person, particularly at night.
- Refrain from displaying cash. Place cash in a pocket as soon as the Transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- If You see any suspicious persons or for any reason feel uncomfortable about someone who is nearby, cancel Your Transaction and go to another ATM or come back later.
- Park in a close, safe place when using a walk-up ATM.
- Report any ATM criminal activity immediately to local law enforcement officials and then contact Your local GEICO Federal Credit Union branch.
- Protect Your Account and safeguard Your PIN; memorize it, and NEVER write it on Your Card or leave it in Your wallet.
- Keep Your PIN a secret and NEVER tell it to anyone. You will NEVER be asked by a Credit Union employee to provide Your PIN to them. Be cautious when giving Your Account numbers over the telephone.
- Keep Your Card in a safe place. Treat it as You would cash or credit cards, and notify Us immediately if it is lost or stolen.
- Stand between the ATM and people waiting to use the machine so that others cannot view Your PIN. ALWAYS take Your receipt with You.

The National Credit Union Administration (NCUA) insures your funds to at least \$250,000. NCUA is an agency of the Federal Government.

GEICO Federal Credit Union Electronic Funds Transfer Disclosure & Agreement

This is your Agreement. Read it carefully and retain it for your records. You agree to its terms and conditions.

Definitions – This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer ("EFT") services offered to you by GEICO Federal Credit Union ("Credit Union"). In this Agreement the words "You", "Your" and "Yours" means those who sign the application or account card as applicants, joint owners or any authorized users. The words "We," "Us," "Our," and "Credit Union" refers to GEICO Federal Credit Union (GEICO FCU). The word "Account" means Your GEICO Federal Credit Union share draft and share savings you have with the Credit Union. Electronic funds transfers are electronically initiated transfer services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Any plural term shall be deemed singular and any singular term shall be deemed plural when context and construction so require.

The word "Card" means the ATM or VISA Check/Debit Chip Card (Check/Debit) access device issued to You by Us, which permits you to conduct Transactions at automated teller machines (ATMs) owned and operated by Us; at automated teller machines and point of sale (POS) terminals that are part of a network that accepts Our Card; and, if You have a VISA Check/Debit Card, at any place that honors VISA Debit Cards for Transactions.

The word "PIN" means Personal Identification Number.

The word "Transaction" means an Electronic Funds Transaction. These Transactions are performed through the use of ATMs, POS terminals, the Automated Clearing House system (ACH), Telephone Audio Response system (Quick Teller) and by other electronic means including GEICO FCU Home Banking, Online Bill Pay Services and Mobile Banking.

The terms and conditions of this Agreement are in addition to the terms and conditions of Your Truth-in-Savings Disclosure, Share Account Agreement, Line of Credit Agreement, Home Banking Agreement, Bill Pay Agreement, Federal Disclosure Agreement, Schedule of Fees and any prior Agreements You may have entered into with Us. The terms of other Agreements between GEICO FCU and You remain in effect, unless they are specifically amended by this Agreement and other materials or forms relating to Your Account(s). The terms of this Agreement shall not affect the validity of any other provision. Any terms contained in this Agreement which is or becomes invalid or unenforceable under applicable law or regulation, shall not affect the validity or enforceability of the remaining terms.

This Disclosure and Agreement defines Your responsibilities and Our responsibilities with respect to any Electronic Funds Transfer ("EFT") made to or from Your Account(s) by You or by any user who has access to Your Account with actual, apparent or implied authority for use of Your Account. EFT Transactions to and from Your Account covered by this Agreement can be made through the use of, but not limited to, the following:

- (a) Telephone Audio Response System
- (b) Preauthorized EFTs
- (c) Online Banking
- (d) Online Bill Pay
- (e) Mobile Banking
- (f) Your ATM or Check/Debit Card at any authorized Automated Teller Machine ("ATM") in conjunction with Your PIN
- (g) Your Check/Debit Card at any place where honored including those Transactions made through the use of the appropriate PIN and/or signature in conjunction with Your Card.

Amendments – We reserve the right to amend the terms and conditions of this Agreement at any time. When required, We will give You written notice at least twenty one (21) days before the change(s) become effective. Otherwise, notice may be given at Our discretion. Unless applicable law requires otherwise, all amendments will be binding immediately after We give You notice thereof.

Cancellation/Termination of Agreement – We reserve the right to modify, restrict, revoke and/or cancel Your electronic transfer privilege, with or without notice at any time. If Your Card or Account is abused, loan is delinquent, GEICO FCU suffers a loss, you are not in good

standing with GEICO FCU, or when necessary to maintain or restore the security of Your Account(s), cancellation will be immediate. You and all authorized users agree to discontinue using Your Account and/or Your Card and surrender it immediately upon request. The Card issued to You is non-transferable and remains the property of GEICO FCU.

GEICO FCU'S Audio Response System (Telephone Teller) –

Along with your PIN that You select the first time you call Telephone Teller, You may use a touch-tone telephone keypad to access Your Account(s) through GEICO FCU's audio response system to:

- Make a check withdrawal from Your Share Savings or Share Draft Account.
- Make a loan payment.
- Transfer funds between Your Accounts.*
- Get loan payment and Account balance information.
- Apply for a consumer loan.
- Verify automatic deposits.
- Inquire if a specific check has cleared.

There is no charge to use GEICO FCU's Telephone Teller. The credit union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The credit union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be a limit on the duration of each telephone call.

Preauthorized EFTs –

- Direct Deposit. Upon instructions of your employer, the Treasury Department, or other financial institutions, the credit union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to Your share and/or share draft Account.
- Preauthorized Debits. Upon Your instruction, we will pay preauthorized transactions from Your Share and/or Share Draft Accounts.*
- To cancel a preauthorized debit, you must contact the originating company or merchant where you initiated the preauthorized EFT debit and follow their instructions for placing a stop payment.

Online Banking – If we approve you for the GEICO FCU Online Home Banking Service for your Accounts, a separate personal identification number (PIN) will be assigned to you. You must use your PIN along with your account number to access your accounts to:

- Make transfers between your Accounts.*
- View balance information about your accounts.
- View information about Direct Deposit.
- View year-to-date tax information.
- Print a copy of your monthly statement.

Online Bill Pay – We will process bill payment transfer requests only to those creditors the Credit Union has designated as outlined in the Bill Payment Agreement and such creditors as you authorize. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the funds from your share draft account for bill payment transfers on the date chosen by you. You are responsible for ensuring that your bills are scheduled for payment in a timely manner. You must allow sufficient time for payees to process your payment after they receive a transfer from us.

Electronic Check Conversion/Electronic Returned Check Fees – If you pay for something with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants to electronically debit your account for returned check fees. You understand that when you pay for something using your check or share draft, the payee of the check may convert that item into an Electronic Funds Transfer. Funds may be withdrawn from your account as soon as the same day.

***Transfer Limitations –** For all Share accounts, no more than six (6) preauthorized, automatic, telephone, or Home Banking transfers and withdrawals may be made from each account to another account of

Yours or to a third party in any month and no more of three (3) of these six (6) may be made by check, draft or similar order to a third party. If you attempt to exceed these limitations, your account may be subject to a fee or the transaction may be denied.

Cardholder Agreement - The Credit Union issues ATM and/or Check/Debit Cards (Card) for Your use only. You assume responsibility for all Transactions made with the Card. The Card is the property of the Credit Union and is subject to cancellation at any time. The Card must be returned to the Credit Union upon request and may be impounded automatically by a machine. You may cancel Your Card privileges by notification to GEICO FCU in writing and by physically surrendering the Card. You will be assigned a personal identification number (PIN). **At no time will You reveal or make available, directly or indirectly, the personal identification number to any other person.** Any loss or theft of this Card and/or PIN will be promptly reported. The use of this Card is subject to regulations on checking and savings Accounts. The Credit Union may limit the number of Cards issued to You and the types of Cards issued to You (i.e., ATM Card or VISA Check/Debit Card). You agree not to withdraw funds in excess of the balance in Your Account. All Transactions are credited subject to verification and final payment in cash. Nothing in this Agreement shall be deemed to annul, limit or in any way modify any other obligation or relationship You may have with the Credit Union now or hereafter. All cardholders must be at least 18 years of age.

By using or accepting the ATM and/or Check/Debit Card or allowing anyone to use Your Card, You agree to the terms and conditions of this Card Agreement and the Regulation E disclosure statement and You are responsible for all Transactions made through the use of Your ATM and/or Check/Debit Card.

You understand that the agreements, rules and regulations applicable to Your Accounts remain in effect and continue to be applicable, except as specifically modified by this Agreement.

You have the right to discontinue use of the Card and to revoke or cancel services for any and all Accounts at any time with written notice of Your cancellation request.

1) **Card Use -** Your Card allows You to make Transactions from Your Accounts within the daily limits described in 13(e). There are two types of Cards: (1) ATM Card, which permits Transactions at ATMs and merchant POS terminals and (2) VISA Check/Debit Card(s) (Check/Debit Card), which permits Transactions at ATMs, merchants POS terminals, and any place that honors VISA Debit Cards.

Check/Debit Cards are NOT Credit Cards - You acknowledge that the Card is Our property, and that it may be revoked without notice to You and must be surrendered promptly upon request.

You understand that Your Card and PIN issued by Us is NOT transferable. The use of Your Card, PIN and/or any other Account access device is subject to the following terms. You agree:

- (a) To abide by Our rules and regulations as amended related to the use of Your Card, PIN and/or any other Account access device;
- (b) That We may follow ALL instructions given to Us by You through ATMs and/or merchants;
- (c) That each withdrawal by You or by any authorized user of Your Card or PIN may be charged to Your Account(s), as appropriate, and will be treated as Your withdrawal. The order in which Transactions post to Your Account is solely at the Credit Union discretion. You should ensure that sufficient funds are in Your Account at all times to cover Transactions performed with the Card. You understand that You may be subject to a fee if the funds are insufficient or not available (uncollected) when the Transaction(s) post to Your Account.

Your Card may be used for lawful Transactions ONLY. You agree that the use of Your Card for illegal Transactions (including, but not limited to, unlawful gambling) will be deemed a default and/or breach of this Agreement and may result in the termination of this Agreement.

If You use Your Account for illegal Transactions, You waive any right to sue GEICO FCU for such illegal Transactions or any activity directly or indirectly related to it. Additionally, You agree to indemnify and hold Us harmless from any suits or other legal action or liability, directly or indirectly, relating from such illegal Transactions.

2) **Making Transactions -** The presentation of Your Card, and if required, the input of Your correct Personal Identification Number (PIN) constitutes Your authorization to Us to make Transactions, which are subject to the provisions of the Agreements applicable to Your Account. The use of the Card will constitute an immediate withdrawal and/or demand upon Your Account. The presentation of Your VISA Check/Debit Card constitutes authorization for Us to make Transactions, whether or not You have signed any sales authorization slip and even though the Transaction may not post to Your Account until a later date.

You agree not to make Transactions that would overdraw any Account. If, by mistake, You are permitted to make a Transaction that You should not have been allowed to make, We may charge the amount involved to a valid Account or otherwise hold You liable.

You agree to follow the instructions posted for use at the ATMs and POS terminals accessible by Your Card. These instructions will be considered part of the Agreement. When a PIN is required, You cannot make Transactions without the entry of Your correct PIN. Entries of an incorrect PIN at an ATM may result in Your Card being retained at the ATM or You being locked out of Your Card access for 24 hours. You must then contact Us to retrieve Your Card.

3) **PIN and Card – You will be assigned a confidential randomly generated PIN to be used with your card to access your account. You will hold Your PIN in strict confidence. You will NOT write Your PIN on Your Card, on any paper You carry with the Card, or on any paper You carry with Your Account number(s). At no time will You reveal or make available either directly or indirectly, Your PIN to any other person. This invites misuse of Your Card and Account(s) if it is lost or stolen. You should protect Your PIN and Your Card, as You would cash. Your PIN and Card are the “keys” with which someone can access Your Accounts.**

4) **Loss or Theft –** You will notify Us **immediately** of the loss or theft of Your Card and/or PIN. You must contact Us to request a replacement Card. If You recover Your Card or PIN after You have notified Us, You will NOT use it.

5) **Verification –** VISA purchase receipts, and ATM or POS terminal receipts issued by an ATM or merchant POS terminal not owned by Us, are binding on Us ONLY after verification by Us.

6) **Responsibility –** You are responsible for ALL Transactions made by anyone on Your Account(s) with Your PIN and/or Card, including unauthorized Transactions, subject to the limitations of applicable law. Legal limitations on Your liability for unauthorized Transactions, if applicable, are summarized in this document.

We have no obligation to monitor the use of Your Card or PIN or to notify You if unusual activity occurs. Also, GEICO FCU is NOT liable for any claims by You against a merchant arising from the purchase of goods or services with Your Card. If this Card replaces an existing access device, You agree to destroy the access device **immediately** upon receipt of Your new Card and PIN, if applicable.

7) **Deposits –** All deposits will be credited to Your Accounts provisionally, subject to Our verification. Funds from deposits may not be available for immediate withdrawal. (Please refer to Our Funds Availability Disclosure for details.) You agree that Our verification of deposit will be final.

8) **Authorized Transactions –** You agree to hold Us harmless for any and all withdrawals by any person You authorize, either expressly or through Your actions on Your Account. Additionally, You accept responsibility for all Transactions made by an authorized cardholder less than 18 years of age.

9) **Liability –** We will not be liable for Your inability to make Transactions or retrieve Your Card, except as otherwise provided. We will not be liable for failure to honor a Card due to improper use or retrieval of the Card by an ATM. You will NEVER use a damaged or expired Card and You will contact Us for a replacement Card and PIN if Your Card is damaged or expired.

10) **Termination/Cancellation of Agreement –** We may at any time terminate Your right to make Transactions or cancel this Agreement. We reserve the right to modify, restrict, revoke and/or cancel Your electronic transfer privileges with or without written notice at any time.

If Your Card or Account is abused, GEICO FCU suffers a loss, you are not in good standing with GEICO FCU, or when necessary to maintain or restore the security of Your Account(s), cancellation will be immediate. You and ALL authorized users agree to discontinue using Your Card and surrender it IMMEDIATELY upon request. The Card issued to You is non-transferable and remains the property of GEICO FCU.

Your Card and/or PIN may NOT be used after We terminate it, or after Your Account(s) are closed. You may terminate or cancel the use of Your Card or PIN by giving Us written notice. Termination by one Account owner terminates the Card and PIN for the entire Account. Termination will NOT affect any liability incurred by You prior to termination.

We may change this Agreement at any time by mailing a copy of the changes to Your most recent Account address. Unless We are required to give You advance notice by law, changes are effective on the date changes are mailed. Use of Your Card and/or PIN after the effective date of the change will acknowledge Your acceptance of that change.

11) **Collection Expenses –** If We have to file a lawsuit to collect what You owe Us, You will pay Our reasonable expenses, including attorney fees.

12) **Agreement Controls –** Both You and We will be bound by this Agreement. If there is a conflict between this Agreement and something said by Our employees, You agree that this Agreement controls. The Laws of Maryland and the Federal Law govern this Agreement.

13) **Electronic Funds Transfer Disclosure (EFT) –** Unless specifically provided otherwise, the disclosures of paragraph 13, and the rights and obligations contained therein, apply only to “Regulation E Transactions”, which are Transactions governed by the Federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E, made by a natural person whose Accounts were established for personal, family or household purposes.

(a) Liability – Reporting Lost or Stolen Cards or Unauthorized

Transfers – If You believe that Your ATM or Check/Debit Card has been lost, stolen, that Your PIN has been compromised or that someone has transferred or may transfer money from Your Account without Your permission, 1st call the Credit Union at (800) 542-7896 during normal business hours. Telephoning us is the best way of keeping Your possible losses limited. You must follow up your telephone notification with written notification to us at:

GEICO Federal Credit Union
One GEICO Plaza
Washington, D.C. 20076

You could lose ALL the money in Your Account (plus Your Overdraft Line of Credit).

If You notify the Credit Union in writing within two (2) business days after You learn of the loss, theft, compromised PIN, or transfer of money, You are responsible for the first fifty dollars (\$50) if someone uses Your Card or PIN without Your permission.

If You do **NOT** notify the Credit Union in writing within two (2) business days after You learn of the loss/theft of Your Card, compromise of Your PIN or unauthorized transfer of money and We can prove that We could have stopped someone from using Your Card and/or PIN or making the transfer without Your permission if You had notified Us, You are responsible for the first five hundred (\$500) dollars.

Also, if Your statement shows transfers that You did not make, tell Us at once. If You do not notify the Credit Union in writing within sixty (60) days after the FIRST statement with the error was mailed to You, You may NOT get back any money You lost.

In ALL cases, an unauthorized Regulation E Transaction must be reported using the procedures outlined in this Disclosure.

(b) **Business Day Disclosure –** For the purposes of this disclosure, GEICO FCU business days are Monday through Friday from 8:00 a.m. to 4:00 p.m. E.S.T. excluding Federal Holidays.